



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

Monday, May 6, 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 15, 2019, Regular Commission Meeting
2. Minutes of the April 22, 2019, Special Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

3. Proclamation Proclaiming the Week of May 6 - 12, 2019, as "National Nurses Week" (*Misty Stine, Director of Nursing, NMJC*)
4. Proclamation Proclaiming the Week of May 12 - 18, 2019, as "Police Week" (*Brian Dunlap, Acting Police Chief*)

5. Proclamation Proclaiming the Month of May, 2019, as *"Building Safety Month"* (Ben Maynes, Building Official)

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. 6791 - Authorizing the Mayor to Appoint Susan Odom to the City of Hobbs Library Board (Mayor Sam Cobb)
7. Resolution No. 6792 - Approving the FY 2019 DFA 3rd Quarter Financial Report (Toby Spears, Finance Director)
8. Resolution No. 6793 - Approving the FY 2019 Lodgers' Tax DFA 3rd Quarter Financial Report (Toby Spears, Finance Director)
9. Resolution No. 6794 - Amending the City of Hobbs 401(A) Plan with Nationwide Retirement Solutions to Comply with IRS Rules (Toby Spears, Finance Director)

DISCUSSION

10. Presentation of FY 19-20 Funding Requests by Economic Development and Marketing Entities
 - Economic Development Corporation of Lea County
 - Hobbs Chamber of Commerce
 - Hobbs Hispano Chamber of Commerce

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

11. Consideration of Approval to Utilize New Mexico State Contract Agreement No. 60-805-16-14088 with Dustrol, Inc., for Hot In-Place Asphalt Recycling of Various City Streets in the Amount of \$798,592.06 (Shelia Baker, General Services Director)
12. Resolution No. 6795 - Authorizing the Adoption of the City of Hobbs' Accounts Receivable, Revenue Control, Allowance for Doubtful Account and Write-Off Policy (Toby Spears, Finance Director)

13. Resolution No. 6796 - Approving a Development Agreement Concerning the Projection of Goings Road with the Subdivider, Kress Jones and Patricia Jones, and with the Developer, Tyler Wittman and Amber Wittman (*Kevin Robinson, Planning Department*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

14. Next Meeting Date:

- ▶ City Commission Regular Meeting
Monday, May 20, 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: May 6, 2019

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: May 1, 2019
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of April 15, 2019
- ▶ Special Commission Meeting of April 22, 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 15, 2019, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Mayor Cobb called the meeting to order at 6:00 p.m. and welcomed everyone in attendance to the meeting. The Deputy 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
Kevin Shearer, Battalion Chief
Mark Do Porto, Fire Captain
Michael Prudencio, Fire Battalion Chief
Chris Davis, Fire Battalion Chief
Ben Maynes, Building Official.
Art De La Cruz, Code Enforcement Superintendent
Todd Randall, City Engineer
Kevin Robinson, Development Director
Sheila Baker, General Services Director
Doug McDaniel, Parks and Recreation Director
Nicholas Goulet, Human Resources Director
Tracy South, Assistant Human Resources Director
Toby Spears, Finance Director
Raymond Bonilla, Community Services Director
Shannon Arguello, Municipal Court Administrator
Meghan Mooney, Communications Director
Sandy Farrell, Library Director
Ron Roberts, Information Technology Director
Ann Betzen, Risk Manager/Executive Assistant
April Avila, Clerk Records Specialist
Mollie Maldonado, Deputy City Clerk
135 citizens

Invocation and Pledge of Allegiance

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

Closed Session

The City Commission convened in closed executive session on Monday, April 15, 2019, at 5:00 p.m., for the discussion of the purchase, acquisition or disposal of real property, specifically related to the disposal of real properties located in East Hobbs; and the possible acquisition of real property located in Central Hobbs. The matters discussed in the closed meeting were limited only to those specified above. No action was taken during the meeting.

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting held on April 1, 2019, be approved as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Proclamation Proclaiming April US, 2019, as "Hobbs Eagles Cheerleaders Day"

Mayor Cobb proclaimed April 15, 2019, as "Hobbs Eagles Cheerleaders Day". He read the proclamation and recognized the outstanding accomplishments of the 2018-2019 Hobbs Eagles Cheerleaders with congratulations for a job well done.

Proclamation Proclaiming the Week of April 14 - 20, 2019, as "National Public Safety Telecommunicators Week"

Mayor Cobb proclaimed the week of April 14-20, 2019, as "National Public Safety Telecommunicators Week". He read the proclamation and stated in honor of the men and women whose diligence and professionalism keep our City and citizens safe.

Recognition of Officer Seth Ford, Hobbs Police Department, for Most DWI Arrests 2018.

Ms. Kelly Livingston, DWI/Probation Director, recognized Hobbs Police Officer Seth Ford for his brave work and the most DWI Arrests in 2018. Officer Ford received an award for his service.

Recognition of City Employees - Milestone Service Awards for April, 2019.

Acting City Manager/Fire Chief Manny Gomez recognized the employees who have reached milestone service awards with the City of Hobbs for the month of April, 2019, which total over 55 years of service worked. Acting City Manager/Fire Gomez read their names, job titles and gave a brief summary of the job duties performed by each of the following employees:

- 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

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

Public Comments

Ms. Connie Roberts requested that the City of Hobbs become a Second Amendment Sanctuary Municipality. Mayor Cobb requested Ms. Roberts to meet with his Executive Assistant, Ann Betzen, and the City Attorney Efren Cortez, after the meeting to discuss the matter.

Ms. Esther Bratcher, owner of ATK To Kuro Martial Arts School, stated ATK has introduced an ATK Mentoring Program and she would like guidance from the City on the best method to make the program successful. Mayor Cobb requested Ms. Bratcher to make an appointment with Acting City Manager/Fire Chief Gomez and himself to set guidelines.

Ms. Cortney Whitley presented the signed petition for "Request for Permit Parking for the Neighborhood West of Hobbs High School" to the City Commission. She stated she personally knocked on doors at all of the 69 homes and visited with 67 occupied residents. She stated three of the residences were vacant. Ms. Whitley submitted the petition to Ms. Mollie Maldonado, Deputy City Clerk.

Mr. Cortez stated the City Commission will have a public hearing regarding the petition submitted by Ms. Whitley on June 3, 2019, at 6:00 p.m.

Consent Agenda

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

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

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.

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

Discussion

There were no discussion items presented to the Commission.

Action Items

PUBLIC HEARING: Resolution No. 6787 - Concerning the issuance of a Restaurant Liquor License to Barracudas, LLC, Located at fJ20 East Broadway, Hobbs, New Mexico.

Mr. Efren Cortez, City Attorney, City Attorney, was appointed as the Hearing Officer for the hearing. Ms. Carla Charo, translator for Barracudas, LLC, was sworn in as a translator by Ms. Mollie Maldonado, Deputy City Clerk.

In response to Mr. Cortez' inquiry, no members of the audience requested to speak in support of the application or against the application for Barracudas, LLC, for the issuance of a Restaurant Liquor License.

Ms. Charo presented testimony in the hearing regarding the application of Barracudas, LLC, for the issuance of a Restaurant Liquor License located at 1320 East Broadway, Hobbs New Mexico.

Mr. Cortez recognized Ms. Zyara Esparza, owner of Barracudas, LLC, and her sister, Ms. Cayra Esparza, who were in attendance at the meeting. He stated the State of New Mexico, Alcohol and Gaming Division, has granted preliminary approval to the application for issuance of a Restaurant Liquor License and a public hearing has to be held within 45 days of receipt of the application on whether or not the proposed issuance of a restaurant liquor license should be granted. He further stated the application can be denied for only three reasons which are as follows: (1) if the location is within 300 feet of a church or school, which is not applicable here; (2) if it is in violation of a zoning or other ordinance of the governing body, which is not applicable here; and (3) if the issuance would be detrimental to the public health, safety or morals of the residents of the local option district. He further stated disapproval by the governing body on public health, safety or morals must be based on and supported by substantial evidence pertaining to the specific prospective locations and a copy of the record must be submitted to the

Alcohol and Gaming Division. Ms. Charo stated that all of the above statements made by Mr. Cortez are true and correct to her knowledge.

Both individuals, Ms. Zyara Esparza and Ms. Cayra Esparza, were sworn in by Ms. Maldonado. By translation, both stated that the above statements made by Mr. Cortez are true and correct to their knowledge.

Proper publication having been made, and there being no discussion, and no comments from the audience, Commissioner Calderón moved that Resolution No. 6787 be adopted approving the issuance of the license. Commissioner Mills seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and application packet are attached and made a part of these minutes.

Mayor Cobb expressed his appreciation to Barracudas, LLC, for their presence in the community.

HEARING: Resolution No. 6788 - Enforcing or Rescinding Resolution No. 6771 as it Applies to Condemned Property Located at 1109 West Sanger, Hobbs, New Mexico.

Mr. Erik Scramlin, Deputy City Attorney, stated on March 4, 2019, the City Commission adopted Resolution No 6771 finding the structure at 1109 West Sanger damaged and dilapidated, a menace to public comfort, health and safety and requiring its removal. Ms. Lori Ashida has filed a written objection to the condemnation of the property. Pursuant to Hobbs Municipal Code (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.

Mr. Cortez requested Ms. Maldonado swear in the following witnesses who will give testimony in this matter: Mr. Raymond Bonilla, Community Services Director, and Ms. Lori Ashida, property owner of 1109 West Sanger.

Mr. Bonilla stated Resolution No. 6771 did condemn the property located at 1109 West Sanger on March 4, 2019. He reviewed the dates required by HMC.

Mr. Cortez stated the HMC requires the property owner to file a written objection letter with the City Clerk's Office within ten days from the receipt of the resolution condemning the property. He stated the objection letter was duly received on March 20, 2019.

Under oath, Ms. Ashida stated she resides in Las Cruces, New Mexico, and has made multiple trips to Hobbs to clean up the property located at 1109 West Sanger. She stated she has been having issues with keeping hired help due to the busy oilfield industry. Ms. Ashida stated she is also having issues with Waste Management picking up two roll-off dumpsters which still remain full at the property.

Mr. Bonilla stated it is the recommendation of the Community Services Department to enforce the condemnation. He stated if the Commission enforces the condemnation, Ms. Ashida will have 30 days to clean up the property. Mr. Bonilla further stated if at least 2/3 of improvements are noted within the 30 days, Ms. Ashida may request an additional 60 days. Ms. Ashida stated she is willing to work with Mr. Bonilla in cleaning the property.

Commissioner Penick moved that Resolution No. 6788 be adopted to enforce condemnation of the structure located at 1109 West Sanger. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documents are attached and made a part of these minutes.

PUBLICATION: Proposed Ordinance Prohibiting Parking of Commercial Motor Vehicles on Streets.

Mr. Scramlin stated New Mexico State Statutes allow the municipality to regulate the operation of commercial motor vehicles with respect to streets under its jurisdiction. He also stated 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. Mr. Scramlin stated the proposed ordinance would, at a minimum, require signs to be posted at all major entrances to the City. He further stated the Uniform Traffic Ordinance (UTO) only allows regulation on streets and does not authorize regulation on private property. Several citizens have voiced concerns at the Planning Board meetings regarding safety as it relates to commercial motor vehicles being parked upon City streets. Mr. Scramlin stated the Planning Board recommended this proposed ordinance for adoption by 6-0 vote.

Commissioner Newman left the meeting at approximately 7:25 p.m.

Commissioner Mills voiced some concerns regarding the proposed ordinance. He stated he does not want the City to inconvenience citizens. Commissioner Mills stated CDL drivers may be fired by their employer for receiving a citation. He stated the City of Hobbs needs to create a civil ticketing system and issue civil citations. Commissioner Mills stated a civil citation would not affect their driving record. Mayor Cobb stated the Commission will discuss other avenues.

Commissioner Penick stated it was the Planning Board's intention with the proposed ordinance to avoid big oilfield trucks parking in residential neighborhoods.

There being no further discussion, and no comments from Commission and/or the audience, Commissioner Calderón moved that the Commission publish notice of its intent to adopt the ordinance at a later date. Commissioner Penick seconded the motion and the vote was recorded as follows: (Newman left the meeting, no vote recorded), Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Consideration of Approval of a Professional Services Agreement with Pacific Rim, Inc., for Management and Operation of Rockwind Restaurant and Catering Service.

Mr. Doug McDaniel, Parks and Recreation Director, stated the City is seeking approval for management and operation of restaurant services at Rockwind Golf Course. He stated the proposed contract will be for one year with three additional one-year options available for a total of four years as provided by law. Mr. McDaniel stated a Request for Qualifications (RFQ) was mailed on March 6, 2019, with responses due on March 18, 2019. Two submissions were received by the Finance Department and both were determined to be responsive and both were reviewed by an Evaluation Committee, which was comprised of staff from Administration, General Services and the Parks and Recreation Department. The Committee recommended Pacific Rim as the highest ranked proposer to provide restaurant services at Rockwind Community Links. Mr. McDaniel stated the agreement was mailed today to Mr. Jaw Yue, President of Pacific Rim, Inc.

Commissioner Mills recommended this item be tabled due to Mr. Yue not having ample time to review the agreement.

Mr. McDaniel stated the current agreement expires April 20, 2019, and food/drinks cannot be served after the expiration date.

Commissioner Mills moved to table the professional services agreement with Pacific Rim, Inc., until a later date. Commissioner Penick seconded the motion and the vote was recorded as follows: (Newman left the meeting, no vote recorded), Mills yes, Taylor yes, Calderón no, Penick yes, Gerth yes, Cobb yes. The motion carried.

Resolution No. 6789 - Authorizing an Allocation of Lodgers' Tax Funds to Fund Various Events for FY19-20.

Mr. Toby Spears, Finance Director, stated a Lodgers' Tax Board meeting was held on April 10, 2019, to hear presentations from organizations regarding funding requests for FY 2020. He explained the approved lodgers' tax allocation percentages based on the current City ordinance as follows:

- 15% for public safety and City incurred sanitation cost;
- 20% advertising and promotion of events for non-profit and for-profit organizations and public entities with no one event exceeding \$25,000.00;
- 25% support of Airport Commercial Air Service at the Lea County Airport; and
- 40% for advertising, promoting, marketing of events for the City of Hobbs and Lea County.

Mr. Spears stated the 2020 budgeted lodgers' tax revenues are projected to be around \$2,000,000.00.

Mayor Cobb stated the motion for the Hobbs Chamber of Commerce request failed due to Lodgers' Tax Board members also being members of the Hobbs Chamber of Commerce and the Hobbs Hispano Chamber. He recommended the request for the Hobbs Chamber of Commerce for Hobbs August Nites be awarded in the amount of \$91,860.00. Mr. Cortez stated a motion to amend the resolution needs to be made.

Commissioner Calderón moved to amend Resolution No. 6789 to add funding for Hobbs Chamber of Commerce, Hobbs August Nites event, in the amount of \$91,860.00. Commissioner Penick seconded the motion and the vote was recorded as follows: (Newman left the meeting, no vote recorded), Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Mayor Cobb requested a motion on the Lodgers' Tax Board's recommendation for funding of the following organizations:

| Event | Amount Requested | Lodgers' Tax Board Recommendation | City Commission Recommendation |
|--|------------------|-----------------------------------|--------------------------------|
| EDC - Promotion of Airline | \$107,000.00 | \$107,000.00 | \$107,000.00 |
| City of Hobbs – Rockwind Golf Course – Marketing | \$88,675.00 | \$88,675.00 | \$88,675.00 |
| City of Hobbs – CORE Marketing | \$179,350.00 | \$179,350.00 | \$179,350.00 |
| City of Hobbs – NMRPA State Conference | \$13,825.00 | \$13,825.00 | \$13,825.00 |
| Lea County Fair & Rodeo Board | \$108,330.00 | \$108,330.00 | \$108,330.00 |
| Hobbs Chamber of Commerce - Hobbs August Nites | \$91,860.00 | 0.00 | \$91,860.00 |
| Hobbs Chamber of Commerce - Hobbs Holiday Tournament | \$15,618.00 | \$15,618.00 | \$15,618.00 |
| Hobbs Chamber of Commerce - FeBREWary Festival | \$12,002.50 | \$12,002.50 | \$12,002.00 |
| Hispano Chamber of Commerce - Mariachi Christmas | \$20,000.00 | \$20,000.00 | \$20,000.00 |
| Hispano Chamber of Commerce Fiesta de Septiembre | \$25,000.00 | \$25,000.00 | \$25,000.00 |
| Southwest Symphony | \$70,733.50 | \$70,733.50 | \$70,733.50 |
| Hobbs USSSA | \$36,500.00 | \$36,500.00 | \$36,500.00 |

| | | | |
|--------------------------------------|--------------|--------------|--------------|
| Permian Basin USSSA | \$162,500.00 | \$162,500.00 | \$162,500.00 |
| Western Heritage Museum Complex | \$54,635.00 | \$54,635.00 | \$54,635.00 |
| Cinco DeMayo Committee | \$15,000.00 | \$15,000.00 | \$15,000.00 |
| Tuff Hedeman Championship BullRiding | \$20,000.00 | \$20,000.00 | \$20,000.00 |
| Cycle City Promotions | \$96,340.00 | \$50,000.00 | \$50,000.00 |

Commissioner Mills moved to approve Resolution No.6789 as amended. Commissioner Penick seconded the motion and the vote was recorded as follows: (Newman left the meeting, no vote recorded), Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth 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 meeting will be held on Monday, May 6, 2019.

Commissioner Penick thanked everyone for attending tonight's meeting.

Commissioner Calderón stated he attended a meeting with the Honorable Judge Mike Stone in Lovington, New Mexico, regarding juveniles. He stated it saddens him how juveniles are not listening to their parents, some are in foster homes and even parents of juveniles are in jail. Commissioner Calderón thanked Ms. Bratcher for creating a mentoring program because it is well needed.

Commissioner Taylor stated she enjoyed recognizing the Hobbs High Cheerleaders tonight. Commissioner Taylor commented that City employees are all doing a good job.

Commissioner Mills stated the governing body is not the rulers of the City but it does listen to the public. He stated a decision of the Commission should not have a negative impact to its citizens such as issuing a parking citation that may have consequences with a citizen's job. Commissioner Mills stated he would like the Commission to review civil citations where citizens do not get in trouble.

Commissioner Gerth stated Mr. Steve Vierck, President/CEO of the Economic Development Corporation (EDC) of Lea County, has done a tremendous job for Lea County and will be missed. He wished him well in his new endeavors.

Acting City Manager/Fire Chief Gomez stated the Parks and Recreation Department is hosting an Easter Egg Hunt on April 20, 2019, at 9:00 a.m. at the Martin Luther King, Jr. Soccer Complex.

Acting City Manager/Fire Chief Gomez stated the CORE had 40,000 visitors during the month of March, 2019. He attributed the number of visitors to great marketing.

Acting City Manager/Fire Chief Gomez reminded everyone that the City's water conservation period starts on May 15th and ends on September 15th. He stated the City has saved 3 billion gallons of water since the start of the water conservation program in 2015.

Acting City Manager/Fire Chief stated Congresswoman Xochiti Torres Small will be attending an Oil and Gas Census meeting in Hobbs hosted by Ms. Meghan Mooney, Communication Director. The meeting will be held on Thursday, April 18, 2019, at 9:30 a.m. at City Hall, 3rd Floor Annex.

Mayor Cobb stated Ms. Mooney and the Census Committee have been working hard on organizing the Committee. He stated it is extremely important for everyone to know the census information is very confidential and personal information will not be released to the public until after 72 years. Mayor Cobb stated he would like to see the census count be over 50,000 in population for the City of Hobbs which will make a positive impact with growth and jobs.

Adjournment

There being no further business or comments, Commissioner moved that the meeting adjourn. Commissioner Penick seconded the motion and the vote was recorded as follows: (Newman left the meeting, no vote recorded), Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:55 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Minutes of the special meeting of the Hobbs City Commission held on Monday, April 22, 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 special meeting to order at 5:00 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
Clipper Miller, Police Captain
Barry Young, Deputy Fire Chief
Tim Woomeer, Utilities Director
Doug McDaniel, Parks and Recreation Director
Matt Hughes, Rockwind Community Links/Lovington Hwy. Trail Superintendent
Tracy South, Assistant Human Resources Director
Meghan Mooney, Communications Director
Ron Roberts, Information Technology Director
Shelia Baker, General Services Director
Toby Spears, Finance Director
Ann Betzen, Risk Manager/Executive Assistant
April Avila, Clerk Records Specialist
Jan Fletcher, City Clerk
18 citizens

Invocation and Pledge of Allegiance

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

Public Comments

Mr. Hayden Andrews, Director of Operations for Pacific Rim, Inc., and Rockwind Grill, LLC, expressed disappointment with the delay in making a decision on the award of the

RFQ for restaurant services at Rockwind Golf Course. He stated something needs to be done in the future to protect vendors from situations of this nature which affect employees, event scheduling, etc.

Mr. Dan Socolofsky, Director of Development of the NMJC Foundation, stated a golf tournament is hosted each year as an important fundraiser to fund scholarships at NMJC. This year's tournament in June will mark the 20th year anniversary of such golf tournament. Mr. Socolofsky expressed concern in not knowing who will be in charge of catering and handling the event. He stated much planning and expense has already gone into advance preparations for the tournament. In addition, Mr. Socolofsky stated golf tournament winners usually receive credit in the Golf Pro Shop but there is a lack of merchandise in the Pro Shop to choose from. He stated this reflects badly on the City.

Mr. Mike Newell, attorney for Joe and Sarah Yue, stated his clients have won the bid and now need to enter into a contract with the City. He expressed appreciation to the City Attorney for keeping him informed this week on the issue. Mr. Newell stated this has been a great inconvenience to the Yues who expended costs for the restaurant for Easter weekend.

Action Items

Consideration of Approval of a Professional Services Agreement with Pacific Rim, Inc., for Management and Operation of Rockwind Restaurant and Catering Service.

Mr. Doug McDaniel, stated the City is seeking approval for management and operation of restaurant services at Rockwind Golf Course. He stated the proposed contract will be for one year with three additional one-year options available for a total of four years as provided by law. Mr. McDaniel stated a Request for Qualifications (RFQ) was mailed on March 6, 2019, with responses due on March 18, 2019. Two submissions were received by the Finance Department and both were determined to be responsive. Both offerors were interviewed by an Evaluation Committee who recommended Pacific Rim as the highest ranked proposer to provide restaurant services.

In response to Mayor Cobb's question, Mr. McDaniel stated the proposed contract was mailed to Pacific Rim last Monday for their review before the April 15, 2019, Commission meeting. He stated they had indicated their full understanding of the terms of the contract.

Mr. Efren Cortez, City Attorney, stated the Commission should consider award of the RFQ first and the parties could then negotiate an appropriate contract. Mr. Cortez stated the contract will be drafted and presented to the Commission for ratification which will allow time for negotiation and preparation, if the RFQ is approved by the Commission tonight.

Commissioner Calderón moved to award the RFQ to Pacific Rim to provide restaurant, food and beverage and catering services at Rockwind Community Links Golf Course. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth no, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Resolution No. 6790 - Amending the Professional Services Agreement with Rockwind Grill, LLC, as Assigned by Pacific Rim, Inc., for Management and Operation of Rockwind Restaurant and Catering Service.

Mr. Cortez stated in April of 2015, the agreement with Pacific Rim was assigned by Pacific Rim to Rockwind Grill, LLC, with approval of the City. Rockwind Grill, LLC, has been operating and managing the restaurant since such assignment.

Mr. Cortez stated the original contract had a hard stop date of April 20, 2019, and the City failed to include a "tail provision" to cover a transition period in the event a new agreement was not awarded. He requested approval to extend the existing agreement with Rockwind Grill, LLC, until June 30, 2019, for several reasons: (1) to allow negotiation of a new contract; (2) to provide for continuity of services; (3) to begin a new agreement on July 1, 2019, to be consistent with the beginning of the City's fiscal year; and (4) to allow ample time to secure approval of the lessee with Alcohol and Gaming for lease of the governmental liquor license. Mr. Cortez stated he has heard many comments this evening regarding the impact of a break in service at the restaurant.

Following some discussion, Mr. Cortez stated a new contract will now be drafted with Pacific Rim with the payment terms as accepted in the RFQ.

In response to Commissioner Gerth's inquiry, Mr. Cortez and Mr. Manny Gomez, Acting City Manager/Fire Chief, both stated the City would evaluate performance and use it as an opportunity to make any changes, if needed. He suggested use of a score card for event coordinators to evaluate service before, during and after large events.

In reply to Commissioner Taylor's question, Mr. Gomez stated two staff members are currently in an Acting Golf Pro capacity while the City is actively recruiting and currently interviewing potential candidates for the position.

Commissioner Penick clarified that the loss of service had absolutely nothing to do with Joe and Sarah Yue but was simply a misunderstanding of the terms of the agreement.

In response to Commissioner Newman's request for clarification, Mr. Cortez stated Pacific Rim will be handling future events at the restaurant if a new contract is approved between the parties.

Commissioner Mill stated the intent of delayed action on this item was to make sure there is a good contract and it had nothing to do with the people at the restaurant. He stated only the process was questioned as the City needs a good, solid process to appropriately move forward.

Mr. Cortez stated he would accept responsibility in this matter and would learn and improve going forward.

Commissioner Gerth again emphasized the need and importance of evaluations of service.

Commissioner Taylor stated an evaluation is needed for the overall golf course.

Commissioner Calderón expressed frustration that these questions were not brought up earlier. He stated the City needs to be good on its contract and word.

Commissioner Penick moved to approve Resolution No. 6790 amending the agreement with Rockwind Grill, LLC, for extension until June 30, 2019, 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.

In response to inquiries by Joe and Sarah Yue, Mayor Cobb stated upon signature of the approved amendment, the Yues could re-enter the restaurant and begin service again. He stated a new contract will now be negotiated between the parties.

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 5:30 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, nurse practitioners, certified nurse anesthetists, registered nurses, licensed vocational nurses and nurses assistants in the United States constitute our nation's largest health care profession; and

WHEREAS, the depth and breadth of the nursing profession meet the different and emerging health care needs of the American population in a wide range of settings; and

WHEREAS, the American Nurses Association, as the voice for nurses in this country, is working to chart a new course for a healthy nation that relies on increasing delivery of primary and preventive health care; and

WHEREAS, a renewed emphasis on primary and preventive health care will require better utilization of all of our nation's nursing resources; and

WHEREAS, professional nursing has been demonstrated to be an indispensable component of the safety and quality of care of hospitalized patients; and

WHEREAS, the demand for nursing services will be greater than ever because of the aging of the American population, the continuing expansion of life-sustaining technologies, and the explosive growth of home health care services; and

WHEREAS, more qualified nurses will be needed in the future to meet the increasingly complex needs of health care consumers in this community; and

WHEREAS, the cost-effective, safe, and high-quality health care services provided by registered nurses will be an increasingly important component of the United States health care delivery system in the future; and.

WHEREAS, the City of Hobbs is proud to recognize and honor the service of nurses in our community.

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim the week of May 6-12, 2019, as

"NATIONAL NURSES WEEK"

invite all citizens of Hobbs to thank a nurse for enriching our lives and the world we live in.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of May, 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, the Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the members of the City of Hobbs Police Department play an essential role in safeguarding the rights and freedoms of the citizens of our city; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the City of Hobbs Police Department has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service.

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim May 12-18, 2019, as

"POLICE WEEK"

and call upon all citizens of Hobbs and upon all patriotic, civil, and educational organizations to observe this week with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, which by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of May, 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, the City of Hobbs is committed to recognizing our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster; and

WHEREAS, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry; and

WHEREAS, these guardians are dedicated members of the International Code Council, a U.S. based organization, that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, worship, play; and

WHEREAS, these modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; which, according to a FEMA-commissioned study by the National Institute of Building Sciences, provide \$11 in future mitigation benefits for every dollar invested, and;

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown guardians of public safety – our local code officials – who assure us of safe, efficient and livable buildings that are essential to keep America great ; and

WHEREAS, each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

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

"BUILDING SAFETY MONTH"

With the theme, **"No Code. No Confidence"**, I encourage the community to join with the City of Hobbs in participation in Building Safety Month activities.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of May, 2019, and cause the seal of the City of Hobbs to be affixed hereto.

SAM D. COBB, MAYOR

ATTEST:



JAN FLETCHER, CITY CLERK





CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 5-6-19

SUBJECT: A Resolution Authorizing the Mayor to Make An Appointment to the Library Board.

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: 4-22-19
SUBMITTED BY: Ann Betzen

Summary:

The Mayor would like to appoint Susan Odom to the Library Board to fill the unexpired term of Darrell Powell; term will expire March 31, 2021.

Fiscal Impact:

There is no effect on the current year budget.

Reviewed By: _____
Department

Attachments:

Resolution

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve Resolution.

Approved For Submittal By:

Department Director



City Manager

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. 6791

A RESOLUTION AUTHORIZING THE MAYOR
TO MAKE AN APPOINTMENT TO THE LIBRARY BOARD

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to appointment Susan Odom to the Library Board.to serve the unexpired term of Darrell Powell, term will expire March 31, 2021.

PASSED, ADOPTED and APPROVED this 6th day of May, 2019.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 6, 2019

SUBJECT: Resolution approving the FY2019 DFA 3RD Quarter (March 2019) Financial Report
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: April 29, 2019
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

Submitting the FY2019 3rd Quarter DFA Financial Report for the approval of the governing body. The Department of Finance and Administration only requires that the 4th Quarter DFA Report be approved by resolution, however, it **recommends** all quarterly reports be approved by the governing body.

Fiscal Impact:

Reviewed By: 
Finance Department

The ending cash balance represents actual revenue and expenditure activity from 07/01/18-03/31/2019.

- Actual Ending Cash Balance at 03/31/2019 is \$123,690,714.77 for all funds (restricted and unrestricted).
- The City of Hobbs year-to-date actual revenues and expenditures for the period are \$107,079,244.64 and \$82,801,568.28 respectively.

Attachments:

- 3rd Quarter DFA Report Recap
- March 31, 2019 City of Hobbs Cash Report
- Resolution approving 3rd Quarter DFA Report

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:


Department Director

City Manager

CITY CLERK' S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS
RESOLUTION NO. 6792

A RESOLUTION APPROVING THE FY2019
DFA 3rd QUARTER FINANCIAL REPORT

WHEREAS, the State of New Mexico only requires the 4TH quarter DFA Financial Report to be approved annually, however, they now recommend that all quarterly financial reports be approved.

WHEREAS, the ending cash balance for the period ended March 31, 2019 was \$123,690,714.77 for all funds; and

WHEREAS, the City of Hobbs actual year-to-date revenue and expenditures for fiscal year 2019 crosswalk the amounts to the DFA 3rd Quarter Financial Report;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein referenced 3rd Quarter Financial Report be approved.

PASSED, ADOPTED AND APPROVED this 6th day of May, 2019.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

City of Hobbs
Cash Balance by Fund
03/31/2019

| | Ending Cash 06/30/2018 | June - July FY2019 Revenues | Actual Cash TRANSFERS | June - July FY2019 Expenditures | FY19 Balance Sheet Adjustments | Ending Cash 03/31/19 |
|---|---------------------------|--------------------------------|--------------------------|---------------------------------------|--------------------------------------|-------------------------|
| GOVERNMENTAL FUNDS | | | | | | |
| 11000 001 GENERAL | 54,640,045.37 | 64,631,220.05 | (4,355,472.07) | 40,306,168.95 | (842,901.60) | 75,452,526.00 |
| 29900 002 LAND ACQUISITION | 326,192.47 | 19,006.72 | | | - | 345,199.19 |
| | 54,966,237.84 | 64,650,226.77 | (4,355,472.07) | 40,306,168.95 | (842,901.60) | 75,797,725.19 |
| SPECIAL REVENUES | | | | | | |
| 20100 110 LOCAL GOV CORR | 559,796.11 | 147,080.09 | | 35,545.41 | (40.44) | 671,371.23 |
| 21100 120 POLICE PROTECTION | 87,000.00 | 79,200.00 | | 92,928.01 | - | 73,271.99 |
| 29900 130 P D N (parif, drug, narcotic) | 1,918.75 | | | | - | 1,918.75 |
| 29900 140 SAFER Grant | 1,000.00 | 281,188.09 | 51,679.44 | 322,670.15 | - | 11,197.38 |
| 29900 150 COPS GRANT | 1,000.00 | 220,771.68 | 338,116.98 | 558,888.66 | - | 1,000.00 |
| 21700 160 HWLC | 75,000.00 | 5,177,002.52 | 2,433,512.99 | 6,801,459.44 | (2,300.44) | 886,356.51 |
| 21900 170 OLDER AMERICAN | 1,000.00 | 131,956.84 | 610,738.85 | 742,967.11 | (271.42) | 1,000.00 |
| 51800 180 GOLF | 1,000.00 | 620,215.96 | 1,197,461.83 | 1,839,483.95 | (21,806.07) | 999.91 |
| 50600 190 CEMETERY | 1,000.00 | 161,454.00 | 73,492.98 | 234,120.77 | (4,742.55) | 6,568.76 |
| 50400 200 AIRPORT | 288,518.33 | 26,958.28 | | 28,709.40 | - | 286,767.21 |
| 21400 230 LODGERS' TAX | 1,382,920.55 | 1,945,013.60 | (773,814.36) | 484,614.55 | - | 2,069,505.24 |
| 29900 270 PUBLIC TRANSPORTATION | - | 464,205.59 | 289,134.36 | 690,258.60 | 68,840.78 | (5,759.43) |
| 20900 280 FIRE PROTECTION | 444,158.18 | 531,886.78 | | 471,258.57 | - | 504,786.39 |
| 20600 290 EMER MEDICAL SERV | 11.27 | 20,000.00 | | 10,756.81 | - | 9,254.46 |
| 30200 370 COMM DEVE CONST | 1,000.00 | 437,012.58 | 135,149.00 | 386,968.38 | - | 186,193.20 |
| | 2,845,323.19 | 10,243,946.01 | 4,355,472.07 | 12,700,629.81 | 39,679.86 | 4,704,431.60 |
| CAPITAL PROJECTS FUNDS | | | | | | |
| 39900 460 BEAUTIFICATION IMPROV. | 1,538,849.89 | | | | - | 1,538,849.89 |
| 21600 480 STREET IMPROVEMENTS | 2,024,650.68 | 663,501.88 | | 96,011.93 | - | 2,592,140.63 |
| 39900 490 CITY COMM. IMPROVEME | 512,265.22 | 2,749,911.19 | - | 81,380.75 | - | 3,180,795.66 |
| | 4,075,765.79 | 3,413,413.07 | - | 177,392.68 | - | 7,311,786.18 |
| DEBT SERVICE FUNDS | | | | | | |
| 40400 510 UTILITY BOND | - | | 32,312.20 | 32,312.20 | - | - |
| 40400 530 2005 WASTEWATER BONL | 1,989,842.96 | | 1,921,489.12 | 1,921,489.12 | - | 1,989,842.96 |
| | 1,989,842.96 | - | 1,953,801.32 | 1,953,801.32 | - | 1,989,842.96 |
| TOTAL GOVERNMENTAL FUNDS | 63,877,169.78 | 78,307,585.85 | 1,953,801.32 | 55,137,992.76 | (803,221.74) | 89,803,785.93 |
| ENTERPRISE FUNDS | | | | | | |
| 50200 100 SOLID WASTE | 1,975,305.24 | 5,147,820.25 | | 4,914,515.15 | - | 2,208,610.34 |
| 39900 440 JOINT UTILITY EXTENSION. | 402,868.75 | | | 145,456.84 | - | 257,411.91 |
| 50100 600 JOINT UTILITY | 5,554,307.33 | - | (93,017.79) | 2,912,611.89 | (311.07) | 2,548,988.72 |
| 50100 610 JOINT UTILITY CONST | 1,000.00 | - | 1,930,381.19 | 1,930,381.19 | - | 1,000.00 |
| 50300 620 WASTE WATER PLANT COI | 11,548,869.72 | 1,488,061.23 | - | 4,398,321.30 | - | 8,638,609.65 |
| 50300 630 JOINT UTILTY - WASTEW | 1,000.00 | - | 2,456,069.60 | 2,456,337.35 | (267.75) | 1,000.00 |
| 50300 650 JOINT UTILTY INCOME - V | 1,000.00 | 6,109,151.02 | (4,377,558.72) | 40,687.47 | (500.00) | 1,692,404.83 |
| 50100 660 JOINT UTILITY INCOME | 1,000.00 | 4,732,888.55 | (1,869,675.60) | | (29.06) | 2,864,242.01 |
| 50100 680 METER DEPOSIT RES | 973,283.94 | 293,353.27 | | 239,784.84 | - | 1,026,852.37 |
| TOTAL ENTERPRISE FUNDS | 20,458,634.98 | 17,771,274.32 | (1,953,801.32) | 17,038,096.03 | (1,107.88) | 19,239,119.83 |
| INTERNAL SERVICE FUNDS | | | | | | |
| 69900 640 MEDICAL INSURANCE | 3,737,836.73 | 5,271,020.70 | - | 4,431,026.40 | - | 4,577,831.03 |
| 69900 670 WORKERS COMP TRUST | 1,069,590.48 | 544,391.19 | | 524,443.38 | - | 1,089,538.29 |
| 69900 690 INTERNAL SUPPLY | 76,262.04 | 156,818.20 | | 204,457.44 | - | 28,622.80 |
| TOTAL INTERNAL SERVICE FUNDS | 4,883,689.25 | 5,972,230.09 | - | 5,159,927.22 | - | 5,695,992.12 |
| TRUST AND AGENCY FUNDS | | | | | | |
| 79900 700 MOTOR VEHICLE | 22,290.49 | 4,206,287.22 | | 4,207,515.90 | 1,896.50 | 19,165.31 |
| 79900 710 MUNI JUDGE BOND FUND | 103,565.84 | | | | (2,368.00) | 105,933.84 |
| 79900 720 RETIREE HEALTH INSURAN | 9,000,000.00 | 757,810.95 | - | 1,184,390.42 | (7,906.19) | 8,581,326.72 |
| 79900 730 CRIME LAB FUND | 72,649.55 | 61,299.00 | | 59,787.50 | - | 74,161.05 |
| 79900 750 FORECLOSURE TRUST FUN | 71.88 | | | | - | 71.88 |
| 79900 760 RECREATION TRUST | - | | | | - | - |
| 79900 770 LIBRARY TRUST | 5,756.00 | 1,241.55 | | 491.76 | - | 6,505.79 |
| 79900 780 SENIOR CITIZEN TRUST | 9,088.18 | 1,680.00 | | 9,190.58 | - | 1,577.60 |
| 79900 790 PRAIRIE HAVEN MEM | 5,680.71 | 52.94 | | | - | 5,733.65 |
| 79900 800 COMMUNITY PARK TRUST | 1,519.50 | 14.16 | | | - | 1,533.66 |
| 79900 820 EVIDENCE TRUST FUND | 131,237.46 | (1,316.02) | | | - | 129,921.44 |
| 79900 830 HOBBS BEAUTIFUL | 24,069.53 | 213.65 | | 2,784.39 | - | 21,498.79 |
| 79900 860 CITY AGENCY TRUST | 4,907.95 | 870.93 | | 1,391.72 | - | 4,387.16 |
| TOTAL TRUST AND AGENCY FUND. | 9,380,837.09 | 5,028,154.38 | - | 5,465,552.27 | (8,377.69) | 8,951,816.89 |
| GRAND TOTAL ALL FUNDS | 98,600,331.10 | 107,079,244.64 | (0.00) | 82,801,568.28 | (812,707.31) | 123,690,714.77 |

State of New Mexico
Local Government Budget Management System (LGBMS)

Report Recap - Fiscal Year 2018-2019 - Hobbs (City) - FY 2019 Q3

Printed from LGBMS on 2019-04-27 10:20:21

| Fund | Cash | Investments | Revenues | Transfers | Expenditures | Adjustments | Balance | Reserves | Adjusted Balance |
|-----------------------------------|---------------|-------------|---------------|---------------|---------------|-------------|---------------|--------------|------------------|
| 11000 General Operating Fund | 54,640,046.00 | 0.00 | 64,631,220.05 | -4,355,472.07 | 40,306,168.95 | 842,901.60 | 75,452,526.63 | 3,358,847.41 | 72,093,679.22 |
| 20100 Corrections | 559,797.00 | 0.00 | 147,080.09 | 0.00 | 35,545.41 | 40.44 | 671,372.12 | 0.00 | 671,372.12 |
| 20600 Emergency Medical Services | 11.00 | 0.00 | 20,000.00 | 0.00 | 10,756.81 | 0.00 | 9,254.19 | 0.00 | 9,254.19 |
| 20900 Fire Protection | 444,158.00 | 0.00 | 531,886.78 | 0.00 | 471,258.57 | 0.00 | 504,786.21 | 0.00 | 504,786.21 |
| 21100 Law Enforcement Protection | 87,000.00 | 0.00 | 79,200.00 | 0.00 | 92,928.01 | 0.00 | 73,271.99 | 0.00 | 73,271.99 |
| 21400 Lodgers' Tax | 1,382,921.00 | 0.00 | 1,945,013.51 | -773,814.27 | 484,614.55 | 0.00 | 2,069,505.69 | 0.00 | 2,069,505.69 |
| 21600 Municipal Street | 2,024,651.00 | 0.00 | 663,501.88 | 0.00 | 96,011.93 | 0.00 | 2,592,140.95 | 0.00 | 2,592,140.95 |
| 21700 Recreation | 75,000.00 | 0.00 | 5,177,002.52 | 2,433,512.99 | 6,801,459.44 | 2,300.44 | 886,356.51 | 0.00 | 886,356.51 |
| 21900 Senior Citizens | 1,000.00 | 0.00 | 131,956.84 | 610,738.85 | 742,967.11 | 271.42 | 1,000.00 | 0.00 | 1,000.00 |
| 29900 Other Special Revenue | 330,111.00 | 0.00 | 985,172.08 | 678,930.78 | 1,571,817.41 | -68,840.78 | 353,555.67 | 0.00 | 353,555.67 |
| 30200 CDBG (HUD) Project | 1,000.00 | 0.00 | 437,012.58 | 135,149.00 | 386,968.38 | 0.00 | 186,193.20 | 0.00 | 186,193.20 |
| 39900 Other Capital Projects | 2,453,984.00 | 0.00 | 2,749,911.19 | 0.00 | 226,837.59 | 0.00 | 4,977,057.60 | 0.00 | 4,977,057.60 |
| 40400 NMFA Loan Debt Service | 1,989,843.00 | 0.00 | 0.00 | 1,953,801.32 | 1,953,801.32 | 0.00 | 1,989,843.00 | 0.00 | 1,989,843.00 |
| 50100 Water Enterprise | 6,529,591.00 | 0.00 | 5,026,241.82 | -32,312.20 | 5,082,777.92 | 340.13 | 6,441,082.83 | 0.00 | 6,441,082.83 |
| 50200 Solid Waste Enterprise | 1,975,305.00 | 0.00 | 5,147,820.25 | 0.00 | 4,914,515.15 | 0.00 | 2,208,610.10 | 0.00 | 2,208,610.10 |
| 50300 Wastewater/Sewer Enterprise | 11,550,870.00 | 0.00 | 7,597,212.25 | -1,921,489.12 | 6,895,346.12 | 767.75 | 10,332,014.76 | 0.00 | 10,332,014.76 |
| 50400 Airport Enterprise | 288,518.00 | 0.00 | 26,958.28 | 0.00 | 28,709.40 | 0.00 | 286,766.88 | 0.00 | 286,766.88 |
| 50600 Cemetery Enterprise | 1,000.00 | 0.00 | 161,454.00 | 73,492.98 | 234,120.77 | 4,742.55 | 6,568.76 | 0.00 | 6,568.76 |
| 51800 Golf Course Enterprise | 1,000.00 | 0.00 | 620,216.05 | 1,197,461.74 | 1,839,483.95 | 21,806.07 | 999.91 | 0.00 | 999.91 |

| | | | | | | | | | |
|------------------------------|----------------------|-------------|-----------------------|-------------|----------------------|-------------------|-----------------------|---------------------|-----------------------|
| 69900 Other Internal Service | 4,883,689.00 | 0.00 | 5,972,230.09 | 0.00 | 5,159,927.22 | 0.00 | 5,695,991.87 | 0.00 | 5,695,991.87 |
| 79900 Other Trust & Agency | 9,380,838.00 | 0.00 | 5,028,154.38 | 0.00 | 5,465,552.27 | 8,377.69 | 8,951,817.80 | 0.00 | 8,951,817.80 |
| Totals | 98,600,333.00 | 0.00 | 107,079,244.64 | 0.00 | 82,801,568.28 | 812,707.31 | 123,690,716.67 | 3,358,847.41 | 120,331,869.26 |



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 6th, 2019

SUBJECT: Approving the 3rd quarter fiscal year 2019 DFA Report for Lodgers' Tax.

DEPT. OF ORIGIN: Finance
DATE SUBMITTED: April 30th, 2019
SUBMITTED BY: Toby Spears, Finance Director

Summary:

The NM Department of Finance Administration recommends approving the City of Hobbs quarterly lodgers' tax process. The following attachment is for the 3rd quarter 2019 DFA report.

Fiscal Impact:

Reviewed By: 
Finance Department

The March 31, 2019 Cash Balance for the Lodgers' Tax Fund is \$2,069,505

Total lodgers' tax revenue for the 3rd quarter fiscal year 2019 was \$566,528 and total expenditures were \$675,319.

Attachments:

Resolution
3-31-2019 Financial Report

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. 6793

A RESOLUTION APPROVING THE FY2019
LODGERS' TAX DFA 3RD QUARTER FINANCIAL REPORT

WHEREAS, the State of New Mexico requires the 3rd quarter Lodgers' Tax DFA Financial Report to be approved annually, they now recommend that all quarterly financial reports be approved.

WHEREAS, the ending cash balance for the period ended March 31, 2019 was \$2,069,505 for lodgers' tax funds; and

WHEREAS, the City of Hobbs actual quarter-to-date lodgers' tax revenue and expenditures for fiscal year 2019 crosswalk the amounts to the DFA 3rd quarter financial report;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein referenced 3rd quarter lodgers' tax financial report be approved.

PASSED, ADOPTED AND APPROVED this 6th day of May, 2019

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

INSTRUCTIONS

1. Provide quarterly and year-to-date revenue for the quarterly reporting period. Money received through joint powers agreements must be reported separately. Other sources includes private grants, donations, reimbursements, etc.
 2. Allocate revenue to the promotional, non-promotional and general funds based on the percent of tax imposed. Administrative costs may not exceed 10% of the gross pro
 3. Provide a "book cash balance" for both the promotional and non-promotional funds for the quarterly reporting period and year to date amounts.
 4. Provide quarterly and year-to-date transfers-in and transfers - out.
- [Note: The Lodgers' Tax Act does not allow transfers from the Lodgers' Tax Fund to the General Fund or other Funds of the local public body.]
5. Provide quarterly and year-to-date expenditures on the expenditures tab. Contractual service expenditures must comply with the Lodgers' Tax Act, terms of the contract and the Procurement Code 13-1-28 through 13-1-199 NMSA 1978.

REPORTING ENTITY: City of Hobbs 5 (PERCENT IMPOSED) QUARTER ENDING: 3/31/2019
MONTH YEAR

1. REVENUE SUMMARY:

| | QUARTERLY AMOUNT <small>(THIS REPORTING PERIOD)</small> | YEAR-TO-DATE (Y-T-D) AMOUNT <small>(SUM OF ALL QUARTERS)</small> |
|----------------------------------|--|---|
| LODGERS' TAX PROCEEDS | \$ 566,528 | \$ 1,925,498 |
| INVESTMENT INCOME | 8,549 | 19,515 |
| LATE PENALTIES | | |
| CONVENTION CENTER FINANCING FEES | | |
| HOSPITALITY FEE ACT FEES | | |
| 1. _____ | | |
| 2. _____ | | |
| TOTAL REVENUE | \$ 575,076 | \$ 1,945,014 |

2. REVENUE ALLOCATION:

| | QUARTERLY AMOUNT <small>(THIS REPORTING PERIOD)</small> | YEAR-TO-DATE (Y-T-D) AMOUNT <small>(SUM OF ALL QUARTERS)</small> |
|----------------------|--|---|
| NON-PROMOTIONAL FUND | \$ 0 | \$ 0 |
| PROMOTIONAL FUND | \$ 575,076 | 1,945,014 |
| ADMINISTRATIVE COST | \$ 0 | \$ 0 |

(10% IS THE MAXIMUM OF GROSS TAX PROCEEDS,
i.e. 10% OF QUARTERLY AMOUNT FOR THIS REPORTING PERIOD)

4. TRANSFERS: IN

INTERGOVERNMENT, INTERFUND TRANSFERS - IN

(e.g. JPAs, GRANTS TRANSFERRED TO LODGERS' TAX FUND)

| | | |
|----------|----------|----------|
| 1. _____ | \$ _____ | \$ _____ |
| 2. _____ | | |
| | \$ 0 | \$ 0 |

3. CASH BALANCES:

| | |
|---|--------------|
| Carryover From Previous Fiscal Year: Non-Promotional | \$ 15,511 |
| Carryover From Previous Fiscal Year: Promotional | 1,367,410 |
| (Note: 2 years maximum carryover before money must be spent). | |
| NON-PROMOTIONAL FUND | \$ 0 |
| PROMOTIONAL FUND | \$ 702,095 |
| Grand Total (Non-Promo) | \$ 15,511 |
| Grand Total (Promo) | \$ 2,069,505 |

TRANSFERS:OUT

NON-PROMOTIONAL FUND

INTERFUND TRANSFERS - (OUT)

(e.g. FROM NON-PROMOTIONAL TO VENDOR OR PROMOTIONAL)

| | | |
|-------------------------------------|----------|----------|
| 1. _____ | \$ _____ | \$ _____ |
| 2. _____ | | |
| 3. _____ | | |
| 4. _____ | | |
| | \$ 0 | \$ 0 |
| INTERGOVERNMENTAL TRANSFERS - (OUT) | | |
| 1. _____ | \$ _____ | \$ _____ |
| 2. _____ | | |
| 3. _____ | | |
| 4. _____ | | |
| | \$ 0 | \$ 0 |

PROMOTIONAL FUND

INTERFUND TRANSFERS - (OUT)

(e.g. FROM PROMOTIONAL TO VENDOR OR NON-PROMOTIONAL)

| | | |
|-------------------------------------|----------|----------|
| 1. _____ | \$ _____ | \$ _____ |
| 2. _____ | | |
| 3. _____ | | |
| 4. _____ | | |
| | \$ 0 | \$ 0 |
| INTERGOVERNMENTAL TRANSFERS - (OUT) | | |
| 1. _____ | \$ _____ | \$ _____ |
| 2. _____ | | |
| 3. _____ | | |
| 4. _____ | | |
| | \$ 0 | \$ 0 |

5. EXPENDITURE SUMMARY:

| CATEGORY/DESCRIPTION CONTRACTUAL SERVICES EVENT or ACTIVITY (attach a separate sheet if needed) | | NON-PROMOTIONAL FUND | | PROMOTIONAL FUND | |
|--|--|---|---|---|---|
| | | Quarterly Amount (This reporting period) | YEAR-TO-DATE (Y-T-D) AMOUNT (SUM OF ALL QUARTERS) | Quarterly Amount (This reporting period) | YEAR-TO-DATE (Y-T-D) AMOUNT (SUM OF ALL QUARTERS) |
| see attached sheet | DATE | | | 675,319 | \$ 1,258,429 |
| ADVERTISING CONTRACT(S) *VENDOR: | | | | | |
| EVENT/ACTIVITY | DATE | | | | |
| SUB-TOTAL | | 0 | 0 | 675,319 | 1,258,429 |
| *Add additional sheets if necessary. OPERATING EXPENSES (IDENTIFY) | | | 0 | | |
| TOURIST RELATED EVENTS (LIST) EVENT DATE | | | | | |
| | PUBLIC SAFETY (FIRE / EMS / POLICE) | | | | |
| | SANITATION SVCS. | | | | |
| | PUBLIC SAFETY | | | | |
| | SANITATION SVCS. | | | | |
| | PUBLIC SAFETY | | | | |
| | SANITATION SVCS. | | | | |
| SUB-TOTAL | | 0 | 0 | 0 | 0 |
| CAPITAL OUTLAY (IDENTIFY) | | | | | |
| BUILDINGS & STRUCTURES | | | | | |
| EQUIPMENT & MACHINERY | | | | | |
| DEBT SERVICE (IDENTIFY) | | | | | |
| SUB-TOTAL | | | | | |
| EXPENDITURES TOTAL | | \$ 0 | \$ 0 | \$ 675319 | \$ 1258429 |

**CITY OF HOBBS
EVENT SUMMARIES
3/31/2019**

| | | |
|-------|--|----------------------------|
| 19-1 | JUNETEENTH | 4,144.20 |
| 19-12 | IMPACTO - JAG PROMOTIONS | 9,500.00 |
| 19-3 | HOBBS CHAMBER OF COMMERCE - HOBBS HOLIDAY TOURNEY | 13,615.17 |
| 19-4 | HOBBS HISPANO CHAMBER OF COMMERCE - MARIACHI CHRISTMAS | 20,000.00 |
| 19-5 | HOBBS HISPANO CHAMBER OF COMMERCE - SEPTIEMBRE | 20,841.75 |
| 19-6 | SOUTHWEST SYMPHONY 2019 | 30,423.05 |
| 19-7 | HOBBS USSSA (PERMIAN BASIN MIDLAND) | 74,097.64 |
| 19-8 | WESTERN HERITAGE MUSEUM COMPLEX | 33,769.53 |
| 19-9 | CINCO DE MAYO COMMITTEE | 2,927.26 |
| 19-10 | TUFF HEDEMAN CHAMPIONSHIP BULL RIDING | 20,000.00 |
| 19-11 | CYCLE CITY PROMOTIONS | 50,000.00 |
| 19-13 | HOBBS QUARTERBACK CLUB | 8,090.00 |
| 19-14 | SOUTH EASTERN NM CHILI SOCIETY - NATIONAL CHAMPIONSHIP | 8,504.47 |
| | COWBOY JUNCTION CHURCH | 3,213.46 |
| | HOBBS NEW MEXICO KENNEL CLUB | 2,116.45 |
| | EDC - AIRLINE 2019 | 183,371.57 |
| | CITY OF HOBBS - TRAPS CONFERENCE | 2,150.00 |
| | CITY OF HOBBS - FIREFIGHTER CHALLENGE | 15,500.00 |
| | ROCKWIND COMMUNITY LINKS - 2019 | 15,242.35 |
| | C.O.R.E - 2019 - MARKETING | 77,097.24 |
| 19-15 | C.O.R.E - 2019 - OPERATING | 375,000.00 |
| | SECURITY AND SANITATION | 288,824.77 |
| | TOTAL | <u>1,258,428.91</u> |

3/31/19

CITY OF HOBBS LODGERS' TAX PROGRAM
EXPENDITURE REPORT FOR THE 3rd QUARTER OF 2018 - 2019

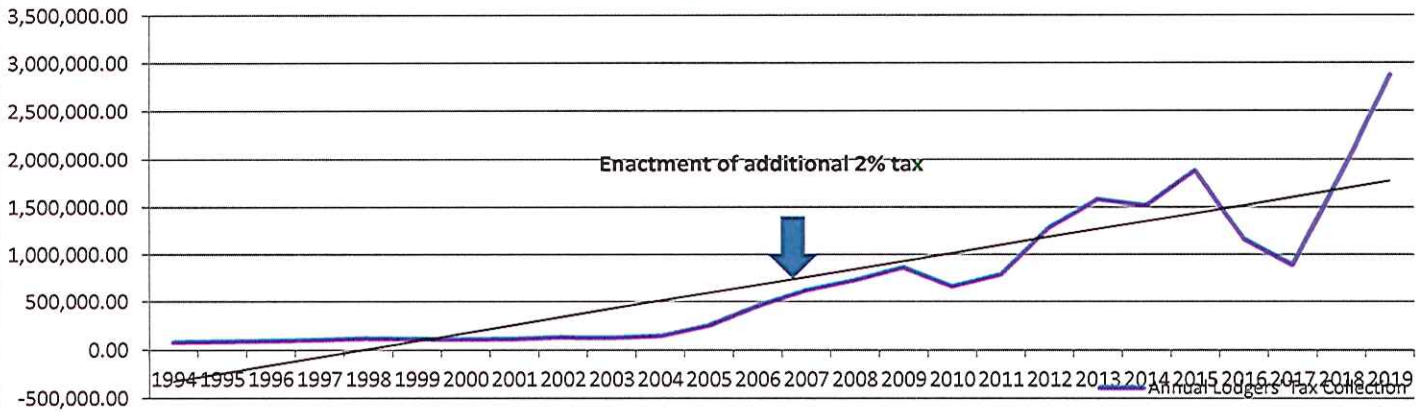
| | | PROMO | NON PROMO | TOTAL |
|---|----------|---------------------|------------------|---------------------|
| CASH BAL. | 6/30/18 | 1,367,409.09 | 15,511.46 | 1,382,920.55 |
| FIRST QUARTER INCOME | | 718,817.48 | | 718,817.48 |
| FIRST QUARTER INTEREST | | 4,317.25 | | 4,317.25 |
| TOTAL REVENUE | | <u>723,134.73</u> | 0.00 | <u>723,134.73</u> |
| FIRST QUARTER EXPENSES | | <u>271,466.82</u> | | <u>271,466.82</u> |
| CASH BAL. | 9/30/18 | 1,819,077.00 | 15,511.46 | 1,834,588.46 |
| SECOND QUARTER INCOME | | 640,153.19 | | 640,153.19 |
| SECOND QUARTER INTEREST | | 6,649.21 | | 6,649.21 |
| TOTAL REVENUE | | <u>646,802.40</u> | 0.00 | <u>646,802.40</u> |
| SECOND QUARTER EXPENSES | | <u>311,642.62</u> | | <u>311,642.62</u> |
| CASH BAL. | 12/31/18 | 2,154,236.78 | 15,511.46 | 2,169,748.24 |
| THIRD QUARTER INCOME | | 566,527.80 | | 566,527.80 |
| THIRD QUARTER INTEREST | | 8,548.59 | | 8,548.59 |
| TOTAL REVENUE | | <u>575,076.39</u> | 0.00 | <u>575,076.39</u> |
| THIRD QUARTER EXPENSES | | <u>675,319.47</u> | | <u>675,319.47</u> |
| CASH BAL. | 3/31/19 | 2,053,993.70 | 15,511.46 | 2,069,505.16 |
| FOURTH QUARTER INCOME(FORCE EXTRA TO PROMO) | | | | 0.00 |
| FOURTH QUARTER INTEREST | | | | 0.00 |
| TOTAL REVENUE | | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> |
| FOURTH QUARTER EXPENSES** | | | | <u>0.00</u> |
| CASH BAL. | 6/30/19 | 2,053,993.70 | 15,511.46 | 2,069,505.16 |
| YEAR TO DATE INCOME | | 1,925,498.47 | 0.00 | 1,925,498.47 |
| YEAR TO DATE INTEREST | | 19,515.05 | 0.00 | 19,515.05 |
| TOTAL REVENUE | | <u>1,945,013.52</u> | <u>0.00</u> | <u>1,945,013.52</u> |
| YEAR TO DATE EXPENSES | | <u>1,258,428.91</u> | <u>0.00</u> | <u>1,258,428.91</u> |
| YEAR TO DATE CASH BALANCES | | <u>2,053,993.70</u> | <u>15,511.46</u> | <u>2,069,505.16</u> |

CITY OF HOBBS LODGERS' TAX REPORT

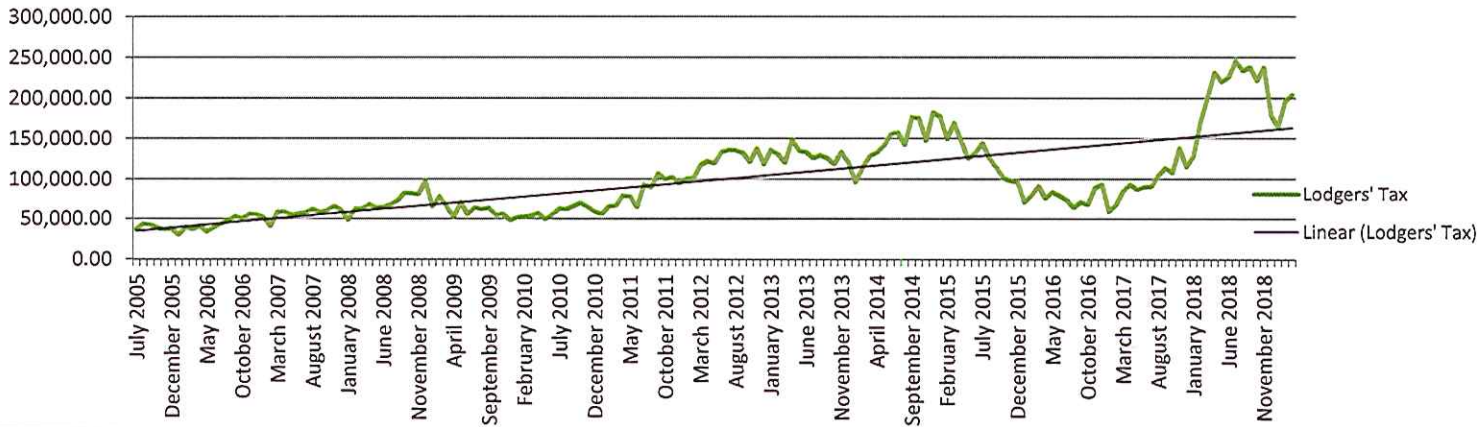
March 31, 2019

| | | RECEIPTS 239999- | | | | EXPENDITURES | | | NET CHANGE | | Cash |
|---------------------|-----------------|-----------------------|---------------------|------------------|---------------------|-----------------------|---------------------|---------------------|-------------|-------------|--------------|
| Month | Month | Gross Taxable Revenue | Lodgers' Tax | Other Income | TOTAL | Contract for Services | Advert & Promotion | TOTAL | For Month | YTD | Balance |
| 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 | 2,827.40 | 207,504.22 | | 645,864.78 | 645,864.78 | -438,360.56 | -438,360.56 | 2,069,505.16 |
| April 2019 | | 0.00 | | | 0.00 | | | 0.00 | 0.00 | 0.00 | 2,069,505.16 |
| May 2019 | | 0.00 | | | 0.00 | | | 0.00 | 0.00 | 0.00 | 2,069,505.16 |
| June 2019 | | 0.00 | | | 0.00 | | | 0.00 | 0.00 | 0.00 | 2,069,505.16 |
| SUBTOTAL | | 11,330,556.00 | 566,527.80 | 8,548.59 | 575,076.39 | 0.00 | 675,319.47 | 675,319.47 | | | |
| CASH BALANCE | | 2,069,505.16 | 1,925,498.47 | 19,515.05 | 1,945,013.52 | | 1,258,428.91 | | | | |

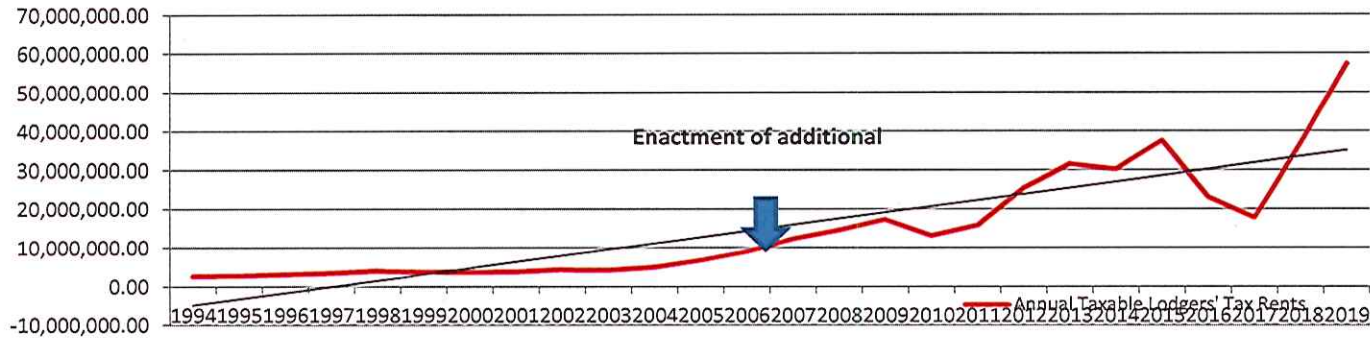
Annual Lodgers' Tax Collection



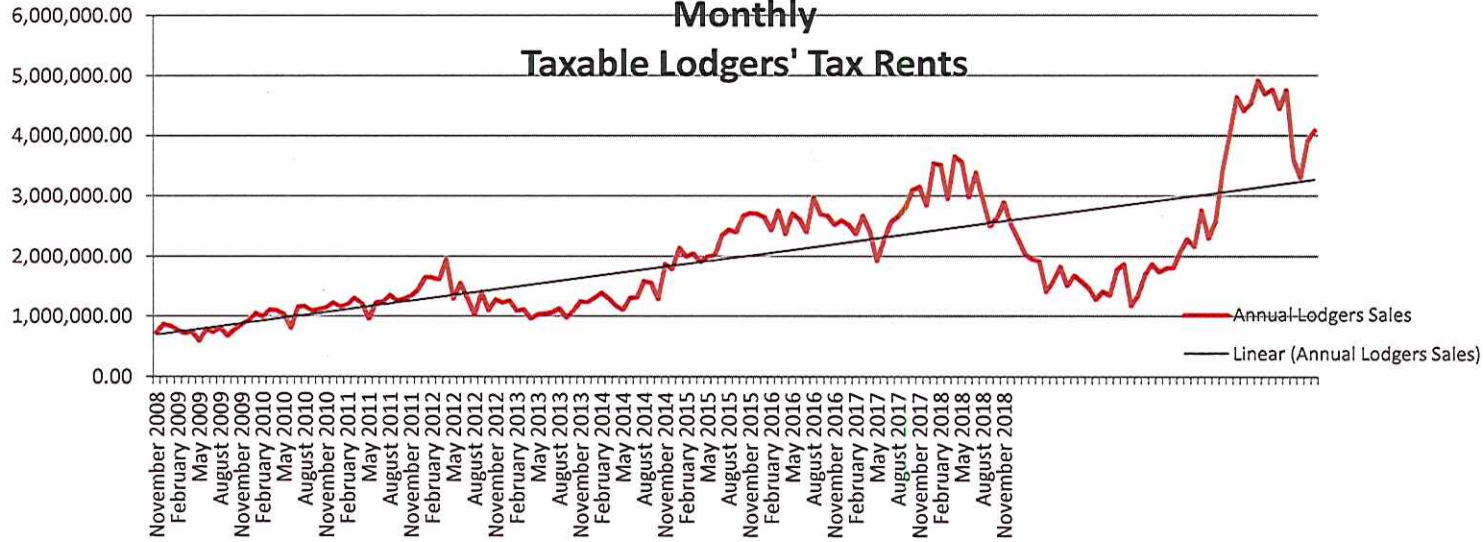
Monthly Lodgers' Tax Collection



Annual Taxable Lodgers' Tax Rents



Monthly Taxable Lodgers' Tax Rents





FINANCE DEPARTMENT

200 E. Broadway
Hobbs, NM 88240

575-397-9235 bus
575-397-9450 fax

April 30th, 2019

Sherri Green, Budget and Finance Analyst
Department of Finance & Administration
Local Government Division
407 Galistero
Santa Fe, NM 87501

Re: 3rd quarter lodgers' tax quarterly report

Enclosed is the following:

3rd quarter lodgers' tax report for fiscal year 2019

Sincerely,

A handwritten signature in blue ink, appearing to read "Toby Spears", is written over a horizontal line.

Toby Spears, CPA
Finance Director
CITY OF HOBBS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 6, 2019

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

DEPT. OF ORIGIN: Finance
DATE SUBMITTED: April 30, 2019
SUBMITTED BY: Toby Spears, Finance Director

Summary:

The City of Hobbs adopted a 401(A) Retirement Plan for certain employees in July of 2003. Nationwide (plan sponsor) is requesting an amended plan document (by resolution) to comply with IRS rules by May 7, 2019.

The plan also updates existing trustees which are: City Attorney, Finance Director and City Clerk

Fiscal Impact:

Reviewed By: 
Finance Department

No fiscal impact.

Attachments:

Resolution
Plan Document

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Approve resolution for amended 401(A) Plan.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 6794

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

WHEREAS, the City of Hobbs adopted a 401(A) Retirement Plan for certain employees in July, 2003; and

WHEREAS, Nationwide Retirement Solutions is requesting an amended plan document to comply with IRS rules by May 7, 2019; and

WHEREAS, the plan also updates the existing trustees which are the City Attorney, City Clerk and Finance Director.

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

PASSED, ADOPTED AND APPROVED this 6th day of May, 2019.

Sam D. Cobb, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**ADOPTION AGREEMENT FOR
NATIONWIDE GOVERNMENTAL
401(A) PLAN**

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

EMPLOYER INFORMATION

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

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

Name: City of Hobbs, NM

Address: 200 E. Broadway
Street

Hobbs City New Mexico State 88240 Zip

Telephone: 575-397-9229

Taxpayer Identification Number (TIN): 85-6000141

2. TYPE OF GOVERNMENTAL ENTITY

CAUTION: The Plan may only be adopted by State and local governments and agencies and may not be adopted by 501(c) tax-exempt organizations, federal governmental agencies, Native American tribes or private sector employers.

- a. State government or state agency
 b. County or county agency
 c. Municipality or municipal agency
 d. Other, please specify: _____ (e.g., an eligible water district)

3. EMPLOYER'S FISCAL YEAR means the 12 consecutive month period:

- a. Beginning on July 1st (e.g., January 1st)
 month day
 and ending on June 30th
 month day

- b. Other: _____

PLAN INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Questions 9. through 11.)

4. PLAN NAME:

City of Hobbs, NM Money Purchase Plan

5. EFFECTIVE DATE

- a. This is a new Plan effective as of _____ (hereinafter called the "Effective Date").
 b. This is an amendment and restatement of a plan which was originally effective _____. The effective date of this amendment and restatement is _____ (hereinafter called the "Effective Date").
 c. FOR EGTRRA RESTATEMENTS: This is an amendment and restatement to bring a plan into compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA") and other legislative and regulatory changes. The Plan's original effective date was July 1, 2003. Except as specifically provided in the Plan, the effective date of this amendment and restatement is July 1, 2008 (hereinafter called the "Effective Date"). (May enter a restatement date that is the first day of the current Plan Year. The Plan contains appropriate retroactive effective dates with respect to provisions for the appropriate laws.)

6. PLAN YEAR means the 12 consecutive month period:

Beginning on July 1st (e.g., January 1st)
month day

and ending on June 30th
month day

EXCEPT that there will be a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 16.):

a. N/A

b. beginning on _____ (e.g., July 1, 2007)
month day, year

and ending on _____
month day, year

7. VALUATION DATE means:

a. Every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation).

b. The last day of each Plan Year.

c. The last day of each Plan Year half (semi-annual).

d. The last day of each Plan Year quarter.

e. Other (specify day or days): _____ (must be at least once each Plan Year).

8. PLAN NUMBER assigned by the Employer

a. 001

b. 002

c. Other: _____

9. TRUSTEE(S) OR INSURER(S):

a. This Plan is funded exclusively with Contracts and the name of the Insurer(s) is:

(1) _____ (2) _____ (if more than 2, add names to signature page).

b. Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (Add additional Trustees as necessary.)

| Name(s) | Title(s) |
|---------------------|-------------------------|
| <u>Efren Cortez</u> | <u>City Attorney</u> |
| <u>Jan Fletcher</u> | <u>City Clerk</u> |
| <u>Toby Spears</u> | <u>Finance Director</u> |

Address and Telephone number:

1. Use Employer address and telephone number.

2. Use address and telephone number below:

Address: 200 E. Broadway
Street

Hobbs NM 88240
City State Zip

Telephone: (575) 397-9229

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

Any Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (select either a. OR b. and c.):

- a. No age or service required.
- b. Completion of the following service requirement which is based on Years of Service:
 - 1. No service requirement
 - 2. 6 months of service
 - 3. 1 Year of Service
 - 4. 2 Years of Service
 - 5. _____ Hours of Service within _____ consecutive months from the Eligible Employee's employment commencement date.
 - 6. _____ consecutive months of employment from the Eligible Employee's employment commencement date.
 - 7. Other: _____
- c. Attainment of age:
 - 1. No age requirement
 - 2. 20 1/2
 - 3. 21
 - 4. Other: _____ (may not exceed 21)

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

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

- a. the date such requirements are met.
- b. the first day of the month coinciding with or next following the date on which such requirements are met.
- c. the first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met.
- d. the earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met.
- e. the first day of the Plan Year coinciding with or next following the date on which such requirements are met.
- f. the first day of the Plan Year in which such requirements are met.
- g. the first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
- h. other: _____

SERVICE

16. **RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Section 1.57)**

- a. No service with other Employers shall be recognized.

OR, service with the designated employers and purposes is recognized as follows (attach an addendum to the Adoption Agreement if more than 3 employers):

| | Eligibility | Vesting | Contribution Allocation |
|--|-------------|---------|-------------------------|
| b. <input type="checkbox"/> Employer name: _____ | [] | [] | [] |
| c. <input type="checkbox"/> Employer name: _____ | [] | [] | [] |
| d. <input type="checkbox"/> Employer name: _____ | [] | [] | [] |
| e. <input type="checkbox"/> Limitations: _____ (e.g., credit service with X only on/following 1/1/07 or credit all service with entities the Employer acquires after 12/31/06). | [] | [] | [] |

NOTE: If the other Employer(s) maintained this qualified Plan, then Years of Service with such Employer(s) must be recognized pursuant to Plan Section 1.57 regardless of any selections above.

VESTING

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

- a. N/A. No Employer contributions are subject to a vesting schedule (skip to Question 19).
- b. 100% for those Participants employed on _____ (enter date). For those Participants hired after such date, the vesting provisions selected below apply:
- c. The vesting provisions selected below apply.

Vesting for Employer Contributions.

- d. 100% vesting. Participants are 100% vested in Employer contributions upon entering Plan
- e. The following vesting schedule, based on a Participant's Years of Service, applies to Employer contributions:
1. 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 2. 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 3. 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 4. 3 Year Cliff: 0-2 years-0%; 3 years-100%
 5. 7 Year Graded: 0-2 years-0%; 3 years-20%; 4 years-40%; 5 years-60%; 6 years-80%; 7 years-100%
 6. 5 Year Cliff: 0-4 years-0%; 5 years-100%
 7. Other:

| Service | Percentage |
|--------------------------|-------------|
| <u>1 year</u> | <u>20%</u> |
| <u>2 Years</u> | <u>40%</u> |
| <u>3 years</u> | <u>60%</u> |
| <u>4 years</u> | <u>80%</u> |
| <u>5 years</u> | <u>100%</u> |
| <u>City Manager only</u> | <u>100%</u> |
| _____ | _____% |
| _____ | _____% |
| _____ | _____% |
| _____ | _____% |

18. ADDITIONAL VESTING LIMITATIONS

Regardless of the vesting schedule, Participants shall become fully Vested upon (select a. or all that apply of b. and c.):

- a. N/A. Apply contributions to the Plan are fully Vested.
- b. Death.
- c. Total and Permanent Disability.

AND, unless otherwise elected below, a Year of Service for vesting purposes means a Plan Year during which an Employee has completed at least 1,000 Hours of Service

- d. instead of 1,000 Hours of Service, a Year of Service for vesting purposes will be based on _____ Hours of Service
- e. the Elapsed Time Method (Period of Service applies instead of Year of Service) will be used for vesting purposes

RETIREMENT AGES**19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.37) means the:**

- a. date of a Participant's 65 birthday.
- b. later of a Participant's _____ birthday or the _____ anniversary of the first day of the Plan Year in which participation in the Plan commenced.
- c. other: _____.

NORMAL RETIREMENT DATE (Plan Section 1.38) shall commence:

- d. Participant's NRA.
- OR (select one)
- e. first day of the month coinciding with or next following the Participant's NRA.
- f. first day of the month nearest the Participant's NRA.
- g. Anniversary Date coinciding with or next following the Participant's NRA.
- h. Anniversary Date nearest the Participant's NRA.

20. EARLY RETIREMENT DATE (select one of a. or b.)

- a. Not applicable. The Plan does not provide for an Early Retirement Age.
- b. Early Retirement Date means the:
1. date on which a Participant satisfies the Early Retirement requirements.
 2. first day of the month coinciding with or next following the date on which a Participant satisfies the Early Retirement requirements.
 3. Anniversary Date coinciding with or next following the date on which a Participant satisfies the Early Retirement requirements.

AND, the Early Retirement requirements are the date (select one or more of the following):

4. Participant attains age _____.
- AND/OR, completes.... (leave blank if not applicable)
5. at least _____ Years (or Periods) of Service
1. Years (or Periods) of Service for vesting purposes.
 2. Years of Service for eligibility purposes.

- AND, a Participant who attains his or her Early Retirement Date shall?
6. be 100% vested upon attainment of his or her Early Retirement Date.
7. be subject to the vesting schedule at 17.

COMPENSATION

21. COMPENSATION (Plan Section 1.11) with respect to any Participant means:
- a. Wages, tips and other compensation on Form W-2.
- b. Section 3401(a) wages (wages for withholding purposes).
- c. 415 safe harbor compensation.

COMPENSATION shall be based on the following determination period:

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

NOTE: The Limitation Year for Code Section 415 purposes shall be the same as the determination period for Compensation unless an alternative period is specified: _____ (must be a consecutive twelve month period).

ADJUSTMENTS TO COMPENSATION

- g. N/A. No adjustments.
- h. Compensation shall be adjusted by: (select all that apply)
1. including compensation which is not currently includible in the Participant's gross income by reason of the application of Code Sections 125 (cafeteria plan), 132(f)(4) (qualified transportation fringe), 402(e)(3) (401(k) plan), 402(h)(1)(B) (simplified employee pension plan), 414(h) (employer pickup contributions under a governmental plan), 403(b) (tax sheltered annuity) or 457(b) (eligible deferred compensation plan)
 2. excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits
 3. excluding Compensation paid during the determination period while not a Participant in the Plan
 4. excluding overtime
 5. excluding bonuses
 6. excluding commissions
 7. other: PTO buyout, cell phone stipends and auto allowance

(e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

CONTRIBUTIONS AND ALLOCATIONS

22. FORMULA FOR DETERMINING EMPLOYER'S CONTRIBUTION AND ALLOCATION (Plan Section 4.1) (Select all that apply)
- a. 15 % (not to exceed 25%) of each Participant's Compensation.
- b. \$ _____ per Participant.
- c. \$ _____ per Hour of Service worked while an Eligible Employee.
- d. Discretionary contribution, to be determined by the Employer. ANY discretionary profit sharing contribution for a Plan Year will be allocated in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
- e. other: an annual lump sum discretionary amount for City Manager
- (e.g., describe the contribution, including any levels of contributions to groups of employees).
23. REQUIREMENTS TO SHARE IN ALLOCATIONS OF EMPLOYER CONTRIBUTIONS AND FORFEITURES (select a. OR b. and all that apply of c. or d.)
- a. **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status at the end of the Plan Year. (skip to next Question.)
- b. **Conditions for Participants NOT employed at the end of the Plan Year.**
1. A Participant must complete more than 1 Hours of Service.
 2. A Participant must complete a Year of Service.
 3. Participants will NOT share in the allocations, regardless of service.
 4. Participants will share in the allocations, regardless of service.
 5. Other: _____
- c. **AND, Waiver of conditions for Participants NOT employed at the end of the Plan Year.** Participants who are not employed at the end of the Plan Year due to the following shall be eligible to share in the allocations regardless of the above conditions (select all that apply):
1. Death.
 2. Total and Permanent Disability.
 3. Early or Normal Retirement.

- d. **Conditions for Participants employed at the end of the Plan Year.**
1. No service requirement.
 2. A Participant must complete a Year of Service.
 3. A Participant must complete at least 1 Hours of Service during the Plan Year.

24. EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 11.1(a)(2))

NOTE: Any reference to Elective Deferrals means Elective Deferrals under an eligible governmental 457 plan.

A. **Matching Formula.**

- a. N/A. There will not be any Employer matching contributions.
- b. The Employer ... (select 1. or 2.)
 1. may make matching contributions equal to a discretionary percentage, to be determined by the Employer, of the Participant's Elective Deferrals.
 2. will make matching contributions equal to _____% (e.g., 50) of the Participant's Elective Deferrals. AND, in determining the Employer matching contribution above, only Elective Deferrals up to the percentage or dollar amount specified below will be matched: (select 3. and/or 4. OR 5.)
 3. _____% of a Participant's Compensation.
 4. \$_____.
 5. a discretionary percentage of a Participant's Compensation or a discretionary dollar amount, the percentage or dollar amount to be determined by the Employer on a uniform basis for all Participants.
- c. The Employer may make matching contributions equal to a discretionary percentage, to be determined by the Employer, of each tier, to be determined by the Employer, of the Participant's Elective Deferrals.
- d. The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Elective Deferrals, determined as follows:

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

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

B. **Matching Limit.** The Employer matching contribution made on behalf of any Participant for any Plan Year will not exceed:

- e. N/A. No limit on the amount of matching contribution.
- f. \$_____.
- g. _____% of Compensation.

C. **Period of Determination.** The matching contribution formula will be applied on the following basis (and any Compensation or dollar limitation used in determining the match will be based on the applicable period):

- h. the Plan Year.
- i. each payroll period.
- j. all payroll periods ending within each month.
- k. all payroll periods ending with or within each Plan Year quarter.
- l. N/A, the Plan only provides for discretionary matching contributions (i.e., b.1. or c. is selected above).

NOTE: For any discretionary match, the Employer shall determine the calculation methodology at the time the matching contribution formula is determined.

D. **Allocation Conditions.** Select m. OR n. and all that apply of o. or p.

- m. No conditions. All Participants share in the allocations regardless of service completed during the Plan Year or employment status at the end of the Plan Year. (skip to next Question.)
- n. **Conditions for Participants NOT employed at the end of the Plan Year.**
 1. A Participant must complete a Year of Service.
 2. Participants will NOT share in the allocations, regardless of service.
 3. Participants will share in the allocations, regardless of service.
 4. Other: _____
- o. **AND, Waiver of conditions for Participants NOT employed at the end of the Plan Year.** Participants who are not employed at the end of the Plan Year due to the following shall be eligible to share in the allocations regardless of the above conditions (select all that apply):
 1. Death.
 2. Total and Permanent Disability.
 3. Early or Normal Retirement.
- p. **Conditions for Participants employed at the end of the Plan Year.**
 1. No service requirement.
 2. A Participant must complete a Year of Service.
 3. A Participant must complete at least _____ (not to exceed 1,000) Hours of Service during the Plan Year.

25. FORFEITURES (Plan Sections 1.27 and 4.3(e))

A. **Timing of Forfeiture.**

The Forfeiture will be disposed of in:

- a. N/A. (May only be selected if all contributions are fully Vested; skip to Question 27.).
 b. The Plan Year in which the Forfeiture occurs.
 c. The Plan Year following the Plan Year in which the Forfeiture occurs.

B. **Plan Expenses.** May Forfeitures first be used to pay any administrative expenses?

- d. Yes.
 e. No.

C. **Use of Forfeitures.**

Forfeitures will be:

- f. added to the Employer contribution and allocated in the same manner.
 g. used to reduce any Employer contribution.
 h. allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year.
 i. allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures, and who have an account balance at the end of the Plan Year (determined after the allocation of Employer contributions), in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year.
 j. other: _____.

Forfeitures of Employer matching contributions will be:

- k. N/A. Same as above or no Employer matching contributions.
 l. used to reduce the Employer matching contribution.
 m. added to any Employer matching contribution and allocated as an additional matching contribution.
 n. used to reduce any Employer contribution.
 o. other: _____.

26. ALLOCATION OF EARNINGS (Plan Section 4.3(c))

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

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

27. PARTICIPATING EMPLOYEES' MANDATORY EMPLOYEE CONTRIBUTIONS

- a. No mandatory employee contributions.
 b. An Eligible Employee shall, subsequent to his Entry Date, contribute ____% his Compensation to the Plan; or
 c. An eligible Employee shall prior to his first Entry Date, make a one-time irrevocable election to contribute a percentage of Compensation to the Plan equal to a percentage from ____% to ____% (not to exceed 25%).

NOTE: The Mandatory Contribution shall be considered "picked up" by the Employer under Code Section 414(h)(2). All Eligible Employees are required to make a Mandatory Contribution as a condition of employment.

28. EMPLOYEE AFTER-TAX CONTRIBUTIONS

This Plan provides for:

- a. No Employee After-Tax Contributions.
 b. Employee After-Tax Contributions, subject to the following limitations, if any: _____.

DISTRIBUTIONS

29. FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)

Distributions under the Plan may be made in (select all that apply)

- a. Lump-sums.
 b. Substantially equal installments.
 c. Partial withdrawals, provided the minimum withdrawal is \$_____ (leave blank if no minimum).
 d. Partial withdrawals or installments are only permitted for required minimum distributions under Code Section 401(a)(9).
 e. Annuity (The distribution form will specify the available annuity options).

AND, distributions may be made in:

- f. Cash only.
- g. Cash only (except for insurance contracts, annuity contracts or Participant loans).
- h. Cash or property, except that the following limitation(s) apply: _____ (leave blank if there are no limitations on property distributions).

30. CONDITIONS FOR DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT. Distributions upon termination of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:
- a. Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following termination of employment.
 - b. Distributions may be made as soon as administratively feasible following termination of employment.
 - c. Other: _____.

31. DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))
Distributions upon the death of a Participant prior to receiving any benefits shall:
- a. be made pursuant to the election of the Participant or Beneficiary.
 - b. begin within 1 year of death for a designated Beneficiary and be payable over the life (or over a period not exceeding the life expectancy) of such Beneficiary, except that if the Beneficiary is the Participant's spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2.
 - c. be made within 5 (or if lesser _____) years of death for all Beneficiaries.
 - d. be made within 5 (or if lesser _____) years of death for all Beneficiaries, except that if the Beneficiary is the Participant's spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the life expectancy) of such surviving spouse.

32. IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)
- a. In-service distributions are NOT permitted.
 - b. In-service distributions may be made to a Participant who has reached 70 1/2 (insert "normal retirement age" but not earlier than age 62 for a money purchase plan or age 59 1/2 for a profit sharing plan) but has not separated from service.

AND, in-service distributions are permitted from the following Participant Accounts:

- 1. All Accounts.
- 2. Only from the following Accounts (select all that apply):
 - a. Account attributable to Employer contributions.
 - b. Rollover Account.
 - c. Transfer Account.
 - d. Other: _____ (specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion).

AND, the following limitations apply to in-service distributions

- 3. N/A. No additional limitations.
- 4. Additional limitations (select all that apply):
 - a. The minimum amount of a distribution is \$ _____ (may not exceed \$1,000).
 - b. No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - c. Distributions may only be made from accounts which are fully Vested.
 - d. In-service distributions may be made subject to the following provisions: For distributions occurring the later of: (1) on or after January 1, 1998, (2) effective date of the plan, (3) the effective date of the first fee agreement with Nationwide Life Insurance Company services (or its predecessor after the date such predecessor was acquired by Nationwide Life Insurance Company); age 70 1/2 and any election by a Participant to receive a distribution pursuant to this Section shall constitute a Required Minimum Distribution under Section 6.8 of the Plan. _____ (must be definitely determinable and not subject to discretion).

33. HARDSHIP DISTRIBUTIONS (Plan Section 11.4)
(May only be selected if this Plan is a Profit Sharing Plan.)
- a. Hardship distributions are NOT permitted.
 - b. Hardship distributions are permitted.

MISCELLANEOUS

34. LOANS TO PARTICIPANTS (Plan Section 7.6)
- a. Loans are NOT permitted.
 - b. Loans are permitted.
35. DIRECTED INVESTMENTS (Plan Section 4.10)
- a. Participant directed investments are NOT permitted.

- b. Participant directed investments are permitted for:
1. All Accounts.
 2. The following Participant Accounts (select all that apply):
 - a. Account attributable to Employer contributions.
 - b. Rollover Account.
 - c. Transfer Account.
 - d. Other: _____ (specify account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion).

36. ROLLOVERS (Plan Section 4.6)

- a. Rollovers will NOT be accepted by this Plan.
 b. Rollovers will be accepted by this Plan, subject to approval by the Administrator.

AND, if b. is selected, rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply):

1. Eligible Employees who are not Participants.
2. Participants who are Former Employees.

AND, distributions from a Participant's Rollover Account may be made:

3. at any time.
4. only when the Participant is otherwise entitled to a distribution under the Plan.

EGTRRA TRANSITION RULES

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

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

37. MINIMUM DISTRIBUTIONS.

The Code Section 401(a)(9) Final and Temporary Treasury Regulations apply for purposes of determining required minimum distributions for calendar years beginning with the 2002 calendar year unless otherwise selected below (leave blank if not applicable):

- a. Apply the 2001 Proposed Code Section 401(a)(9) Regulations to all minimum distributions for the 2002 distribution calendar year.
- b. Apply the 1987 Proposed Code Section 401(a)(9) Regulations to all minimum distributions for the 2002 distribution calendar year.
- c. Other: _____ (specify the date the Final and Temporary Regulations were first applied; e.g., the Final and Temporary Regulations only apply to distributions for the 2002 distribution calendar year that are made on or after a specified date *within* 2002 or the Plan's initial Effective Date if later).

Required minimum distributions for calendar year 2001 were made in accordance with Code Section 401(a)(9) and the 1987 Proposed Regulations, unless selected below:

- d. Required minimum distributions for 2001 were made pursuant to the proposed Regulations under Code Section 401(a)(9) published in the Federal Register on January 17, 2001 (the "2001 Proposed Regulations").

PLEASE CAREFULLY READ

This Adoption Agreement may be used only in conjunction with the Nationwide Governmental Plan. This Adoption Agreement and the basic Plan document shall together be known as the Nationwide Governmental 401(a) Plan.

The adoption of this Plan, the qualification of the Plan and Trust under Code Sections 401(a) and 501(a), respectively, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

This Adoption Agreement and the accompanying Plan document may not be used unless an authorized representative of Nationwide Retirement Solutions has acknowledged the use of the Plan. Such acknowledgement is for ministerial purposes only. It acknowledges that the Employer is using the Plan but does not represent that this Plan, including the choices selected on the Adoption Agreement, has been reviewed by a representative of Nationwide Retirement Solutions or constitutes a qualified defined contribution plan.

By: _____

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

Name: Nationwide Retirement Solutions

Address: P.O. Box 182797

Columbus, OH 43218

Telephone: (800) 321-7167

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

EMPLOYER: City of Hobbs, NM

By: _____

DATE SIGNED _____

TRUSTEE (OR INSURER):

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

OR

Michael Stone

TRUSTEE OR INSURER

DATE SIGNED _____

Jan Fletcher

TRUSTEE OR INSURER

DATE SIGNED _____

Toby Spears

TRUSTEE OR INSURER

DATE SIGNED _____

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

A. Special effective dates. The following special effective dates apply: (Select a. or all that apply at b. - d.)

a. N/A. No special effective dates selected below.

b. **Employer Contributions.** The Employer Contribution provisions under Questions 22. - 24. are effective:

c. **Distribution elections.** The distribution elections under Questions ____ (Choose 29. - 32. as applicable) are effective:

d. **Other special effective date(s):** _____

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

**APPENDIX B
ADMINISTRATIVE ELECTIONS**

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this section without a formal Plan amendment. In addition, modifications to this Appendix B will not affect an Employer's reliance on an IRS advisory letter or determination letter.

A. Loan Limitations. Note: the separate loan program required by the DOL will override any inconsistent selections made below. (complete only if loans to Participants are permitted)

- a. N/A. No loan limitations selected below.
- b. Limitations (select all that apply):
1. Loans will be treated as Participant directed investments.
 2. Loans will only be made for hardship or financial necessity (as defined in the loan program).
 3. The minimum loan will be \$_____ (may not exceed \$1,000).
 4. A Participant may only have _____ (e.g., one (1)) loan(s) outstanding at any time.
 5. All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
 6. Loans are repaid by (if left blank, then payroll deduction applies):
 - a. payroll deduction
 - b. ACH (Automated Clearing House)
 - c. check
 7. Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
 - a. Account attributable to Employer contributions.
 - b. Rollover Account.
 - c. Transfer Account.
 - d. Other: _____

AND, if loans are restricted to certain accounts, the limitations of Code Section 72(p) and the adequate security requirement of the DOL Regulations will be applied:

- e. by determining the limits by only considering the restricted accounts.
- f. by determining the limits taking into account a Participant's entire interest in the Plan.

B. Life Insurance. (Plan Section 7.5)

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

AND, the purchase of initial or additional life insurance will be subject to the following limitations:

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

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

- a. No.
- b. Yes.

D. Rollover Limitations. Will the Plan accept rollover contributions and/or direct rollovers of distributions from the sources specified below?

- a. No.
- b. Yes.

AND, indicate the sources of rollovers that will be accepted (select all that apply)

1. **Direct Rollovers.** The Plan will accept a direct rollover of an eligible rollover distribution from: (Check each that applies or none.)
- a. a qualified plan described in Code Section 401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions.

- b. a qualified plan described in Code Section 401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions.
 - c. a plan described in Code Section 403(a) (an annuity plan), excluding after-tax employee contributions.
 - d. a plan described in Code Section 403(a) (an annuity plan), including after-tax employee contributions.
 - e. a plan described in Code Section 403(b) (a tax-sheltered annuity), excluding after-tax employee contributions.
 - f. a plan described in Code Section 403(b) (a tax-sheltered annuity), including after-tax employee contributions.
 - g. a plan described in Code Section 457(b) (eligible deferred compensation plan).
2. **Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer).** The Plan will accept a contribution of an eligible rollover distribution: (Check each that applies or none.)
- a. a qualified plan described in Code Section 401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan).
 - b. a plan described in Code Section 403(a) (an annuity plan).
 - c. a plan described in Code Section 403(b) (a tax-sheltered annuity).
 - d. a plan described in Code Section 457(b) (eligible deferred compensation plan).
3. **Participant Rollover Contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.

DISCUSSION



Economic
Development
Corporation
of Lea County

Visit
200 E. Broadway St.
Suite A201
Hobbs, NM 88240

Mail
P.O. Box 1376
Hobbs, NM 88241

Call
(800) 443-2236
(575) 397-2039

Fax
(575) 392-2300

March 12, 2019

Hobbs City Management
Hobbs City Commission
City of Hobbs
200 E. Broadway
Hobbs, NM 88240

Subject: FY 2019-20 Professional Services Agreement

Dear Hobbs City Commissioners and Management:

Thank you for allowing the Economic Development Corporation of Lea County (EDCLC) the opportunity to submit a proposal for our FY2019-20 Professional Services Agreement. This proposal includes the FY2019-20 Goals and Programming, FY2018-19 Performance Summary, Workers' Compensation and Employers' Liability Policy, Proof of Non-Profit Status, Form 990, NM Corporation Commission-Proof of Good Standing, EDCLC Mission Statement, FY2019-20 Budget, Current Financial Statements, Prior Year Financial Statements, Listing of EDCLC Officers and Directors, Funding Source Information and other documentation.

To adequately fund the expanded FY2019-20 Goals and Programming, we are again requesting a total of \$200,000 as compensation for our Professional Services Agreement. We are also again requesting \$50,000 additional funding for special projects, including retail recruitment and implementation projects with our retail consultant, Catalyst, on a reimbursement basis. This core funding request remains consistent with the level of funding and special projects agreements of recent years even though there has been substantial expansion of our program of work.

We will also again be requesting \$107,000 for air service marketing from the Lodgers Tax fund to be matched by New Mexico Department of Transportation Aviation Division marketing funds.

With respect to the question posed of how the EDCLC could assist with the response to a natural disaster or city-wide emergency, EDCLC would take on multiple tasks essential to economic recovery including identification of and delivery of support services to businesses impacted by the disaster. We would engage our organization's broad array of business and economic development resources to assist with business retention/expansion, startup and attraction

initiatives to help generate economic recovery. This would include linking to various federal and state financial assistance programs.

The EDCLC successfully accomplished an ambitious scope of work the past year which has been detailed in the attached Performance Summary. Included are expanded events such as the EnergyPlex Conference and "Evening with Lea County" reception and dinner in Santa Fe along with meetings with key cabinet officials. A trip next month to Midland will continue the important Initiative of connecting directly with energy company executives with significant current/planned operations within Hobbs and Lea County. Much emphasis was also placed on retail and medical services recruitment to help reduce the significant spending leakage to outside communities.

The Board and staff remain strongly committed to continuing expansion of our program of work, particularly marketing and business development to attract new employers, diversify the economy, retain and expand businesses, and expand air service use, as well as important community development initiatives to attract and retain workers and their families.

To continue to take advantage of potential opportunities to attract and expand economic-based industries to our area, and to further grow our retail and health care sectors, we request your continued investment in our organization. It is essential that our economic development efforts remain strong and of a collaborative public-private sector nature. We trust that the Hobbs City Commission and management understands the significant value our organization lends to the area including job development, support to Hobbs/Lea County businesses and generation of tax revenues.

Your consideration of our Economic Development Professional Services request is appreciated. Please contact me with any questions.

Respectfully,



Steve Vierck, CEcD
President & CEO
Economic Development Corporation of Lea County
Office (575) 397-2039
Cell (575) 318-5602
Steve@edclc.org



HOBBS

of

400 N. Marland Blvd
Hobbs, NM 88240

Office: 575-397-3203

Fax: 575-397-1689

executive@hobbschamber.org

Mayor Sam Cobb
Hobbs City Commission
Chief Manny Gomez, Interim City Manager
Hobbs City Hall
200 E. Broadway St.
Hobbs, NM 88240

March 5, 2019

Dear Mr. Mayor and Commissioners:

The Hobbs Chamber of Commerce requests an opportunity to provide professional services by contract to the City of Hobbs for FY 2019-2020 in the amount of \$75,000.

The chamber's mission is to provide the tools and to create the environment for Hobbs-area businesses to thrive.

We would like to continue to emphasize our desire to utilize the funds that we are requesting to keep our momentum in promoting not only our businesses, but our community through our existing programs and services. Hobbs Chamber of Commerce board and staff remain passionate about our role in the community as collaborators and partners, and we would like to reiterate that we are committed to finding new ways to work with the City of Hobbs, and other organizations, to maximize our ability to provide value for the business community, visitors and the residents of Hobbs. We recognize that working collaboratively will only enhance the overall success of our community.

As you can see from our financial statements, the Chamber has exceeded the requirement to receive at least half of our annual revenue from sources other than the city, and we cite the funds which are raised for the organization through membership dues and the dedication and commitment of our Firm Foundation corporate sponsorship program to confirm that the coming year will be no different.

The Hobbs Chamber continues to align our financial strategies to plan for the upcoming fiscal year and is determined to continue to streamline our existing services, while being creative about events and other opportunities to increase our benefit to our members and to the community. All the while, we will keep our day to day operations and services delivered to the high standard that we feel members and the community have come to expect. To ensure we are able to continue our services at this level of quality and quantity, the Hobbs Chamber will again submit this professional services proposal for the amount of \$75,000 for FY2019-20.

Promoting Commerce: Find It in Hobbs

Of value to the community of Hobbs is our "Find It in Hobbs" campaign. Find It in Hobbs is provided to members but truly benefits the entire community. This is done by creating top-of-mind awareness about the importance of spending our hard earned dollars locally, which in turn benefits us as residents through the cycle of the gross receipts tax process, leading to the related

www.hobbschamber.org

Promoting Commerce. Promoting Community. Promoting Character

expenditures for essential services that the city provides, such as paved roads and public safety. We proudly market the brand to urge Hobbs-area consumers to buy local, as well as to appeal to residents of outlying communities to choose Hobbs for their weekend shopping and dining excursions.

Find it in Hobbs Marketing \$17,500

- Create artwork and copy for a variety of media
- Banners for various conferences, events, and Santa Fe Legislative Receptions
- Buy advertising units in a variety of media

Promoting Commerce: Hobbs Jobs

Hobbs Jobs is another initiative of the Hobbs Chamber of Commerce that we are proud to provide. Many Hobbs businesses still have employment opportunities available, and we have made it one of our goals to help them find the right talent, by assisting in the recruiting of displaced and new workers, to fill these positions. We market Hobbs Jobs to connect the right candidates, both near and far, with the right careers.

We also believe it is important to keep the conversation about Hobbs and the opportunities that make this a great place to live and work on the forefront of people's minds, both locally and regionally. Hobbs Jobs aids in continuing a momentum of interest and the desire for families to relocate to, or continue to live, in Hobbs. This effort has proven to be of great importance as we continue to face challenges created with the return of the oil and gas industry and their need for workers.

Hobbs Jobs Marketing \$17,500

- Create artwork and copy for a variety of media
- Buy advertising units in a variety of media
- Banners for various conferences, events, and Santa Fe Legislative Receptions

Promoting Community: Welcome Services

The Hobbs Chamber of Commerce welcomes numerous tourists and newcomers each day from its location at 400 N. Marland Blvd. (U.S. Hwy 62/180). For decades it has been the Hobbs Chamber that provides the first impressions of our community to many, because the Hobbs Chamber has served as a vital resource of information, whether by phone, via the Web, or in person.

The same holds true on behalf of the state of New Mexico. In addition to the maps, welcome packets and community guides that we create to share with visitors and residents about the Hobbs area, the Hobbs Chamber distributes community guides, maps and pamphlets for other New Mexico communities -- not to mention some of our Texas neighbors.

As it has been in previous years, the Hobbs Chamber responded to over five hundred documented calls from potential visitors and received over two hundred and eighty individuals from outside of Lea County that visited the chamber seeking information about our community. By providing maps, visitor guides, relocation packets, phone books and other materials and information as requested, we have helped make a positive impact on those individuals. In addition, we provided over six hundred relocation packets to area businesses, such as URENCO, NMJC, and the Hobbs Schools, for their recruitment efforts.

Welcome Services \$30,000

- Continuously update and prepare relocation packets
- Mail relocation packets and other information by request
- Mail Hobbs community guides to chambers of commerce and convention and visitors bureaus throughout New Mexico and to other communities upon request
- In part, provide staff to offer information and other services to walk-in visitors, callers and Web users
- Appropriately display Hobbs community information and the information of other communities and the state

Administrative Overhead \$10,000

Total Professional Services \$75,000

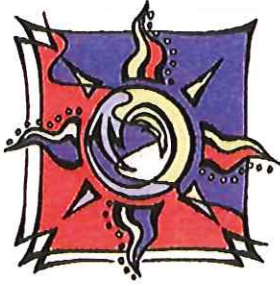
The board of the Hobbs Chamber of Commerce would like to stress our desire to work in partnership with the City of Hobbs through this scope of work, which we are committed to as an organization in this community. We look forward to enhancing our ability to fulfill these services as we find new and improved ways of collaborating with the city and additional commerce and community organizations, all of which have the same common goal of bettering Hobbs.

In the event of a natural disaster or city-wide emergency the Hobbs Chamber of Commerce would be prepared to assist the City of Hobbs in any way that the various departments see a fit for our staff. I have been trained by the City of Hobbs on Project Impact, was an active member of the Lea County Emergency Preparedness Committee from 1982 through 2003, an active member and officer of the Lea County Emergency/Disaster Preparedness Committee from 2004 until 2016. Acting City Manager (Fire Chief) Manny Gomez is on our board thus would be able to recognize the best place and way for the Hobbs Chamber to work with the City.

Sincerely,



Patricia A. Collins
President & CEO



HOBBS HISPANO CHAMBER OF COMMERCE

113 North Shipp, Hobbs, New Mexico 88240 • Telephone: (575) 393-1030 Fax: (575) 393-1031

March 11, 2019

City of Hobbs
200 E Broadway
Hobbs, NM 88240

RE: Service Agreement Proposal for \$64,000

Ladies and Gentlemen,

We continue to serve the business community and behalf of our members I would like to thank you for your support! We look forward to continuing to serve our local business and we are requesting the funding in the amount of \$64,000.

As reflected in the attached business plan, we continue to support the needs of our business community with ribbon cuttings, networking events, social media promotions, business seminars and day-to-day services which sometimes can range from translations, fax service, notarizations and many other services that we provide. The Hobbs Ambassador program, in conjunction with the Hobbs Chamber and NM Black Chamber, has been a success and we are working on further collaboration efforts to better serve the community.

I am confident that your annual support will be appreciated by not only us but by many in our community. On behalf of our Board, our business members and our local community, Muchas Gracias! (Thank you very much!). We look forward to continuing to make a difference in our community. If you have any questions, please do not hesitate to contact us at 575-393-1030.

Thank you,

Rosa Aranda
Board President
Hobbs Hispano Chamber of Commerce

PS Enclosed are our financials, business plan, and all other pertinent information as requested.



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 6, 2019

**SUBJECT: AUTHORIZE THE USE OF NEW MEXICO STATE CONTRACT AGREEMENT WITH DUSTROL, INC.
FOR HOT IN PLACE ASPHALT RECYCLING OF VARIOUS CITY STREETS**

DEPT. OF ORIGIN: General Services
DATE SUBMITTED: 04-30-19
SUBMITTED BY: Shelia Baker, General Services Director

Summary:

The NMDOT has a State of New Mexico Purchasing Contract (No. 60-805-16-14088) for Hot In Place Recycling of Asphalt Pavement. The City of Hobbs would like to utilize this agreement and contract Dustrol, Inc. to provide Hot In-Place Recycling. The streets that would be recycled include: Business Park (2014), Industrial (2014), Joe Harvey (2014), Turner (2015), Jemez, Lincoln, Sanger (2015), Snyder (2016), Broadway Place (2013), and Willow. The year shown beside the road was the last time the street was maintained using hot asphalt recycling. Those without a year have not been hot asphalt recycled before.

A P.O. for the work will be issued following Commission's approval. Dustrol is available to begin work in May of 2019. The project should take approximately 6 weeks to complete.

Fiscal Impact:

Reviewed By: 
Finance Department

Estimated P.O. Amount: \$747,657.87
NMGRT: \$ 50,934.19
Estimated Total Cost: \$798,592.06

Budget Available: \$889,103.48
Budget Number: 1-0423-44901-148

Attachments: Location Map, Cost Estimate, State of New Mexico Price Agreement

Legal Review:

Approved As To Form: 
City Attorney

Recommendation: Authorize the use of the New Mexico State Contract with Dustrol, Inc.

Approved For Submittal By:

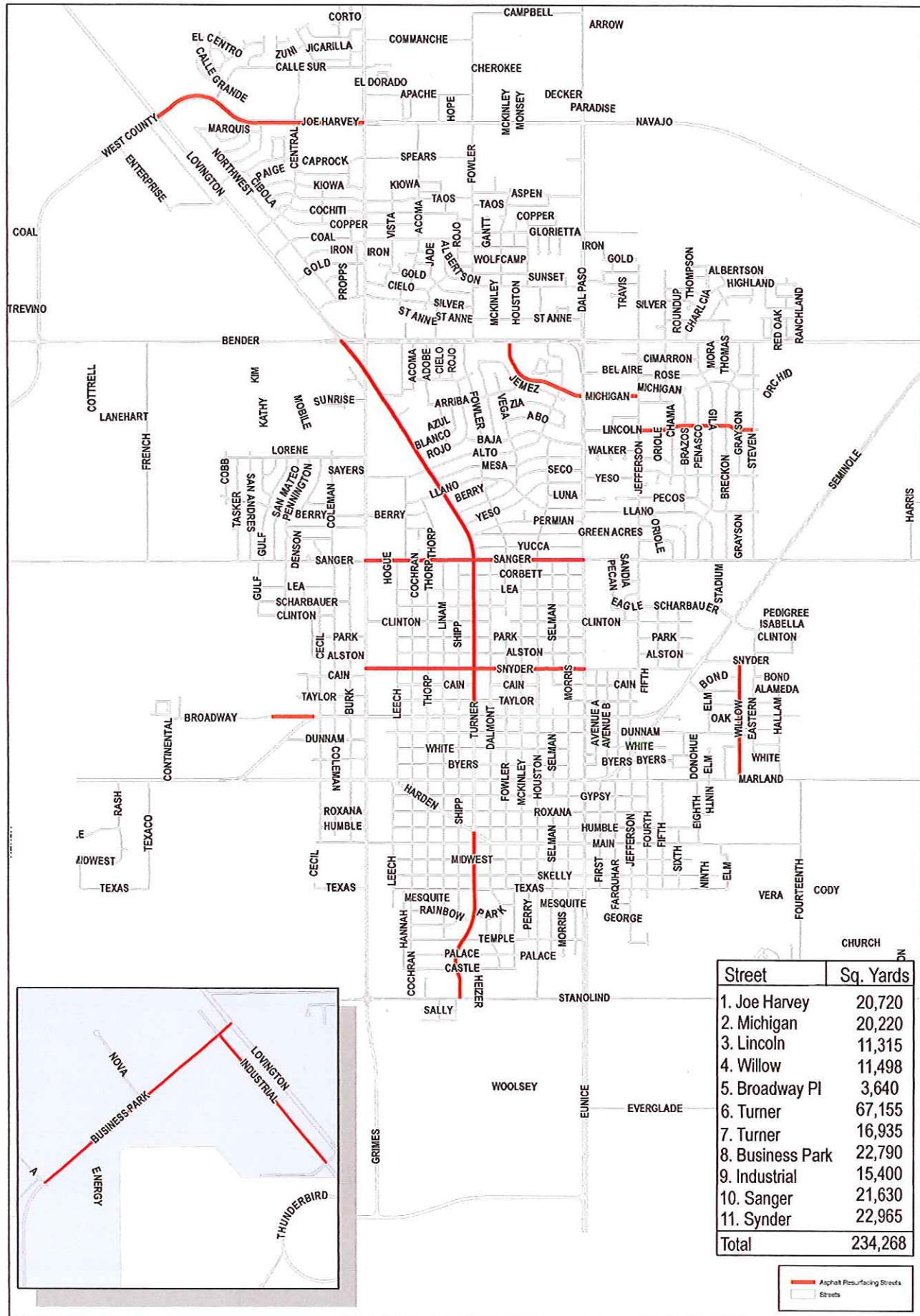

Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

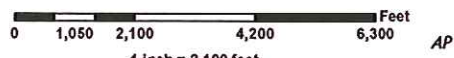
Resolution No. _____ Continued To: _____
Ordinance No. _____ Referred To: _____
Approved _____ Denied: _____
Other _____ File No. _____

Asphalt Resurfacing Area Map



| Street | Sq. Yards |
|------------------|----------------|
| 1. Joe Harvey | 20,720 |
| 2. Michigan | 20,220 |
| 3. Lincoln | 11,315 |
| 4. Willow | 11,498 |
| 5. Broadway Pl | 3,640 |
| 6. Turner | 67,155 |
| 7. Turner | 16,935 |
| 8. Business Park | 22,790 |
| 9. Industrial | 15,400 |
| 10. Sanger | 21,630 |
| 11. Snyder | 22,965 |
| Total | 234,268 |

— Asphalt Resurfacing Streets
 Streets



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.

2626 McCormick Ave
Pueblo, Co 81001

P.O. Box 11450
Pueblo, Co 81001



719-583-0905
719-253-7769 Fax

PROPOSAL

To: City of Hobbs Phone: 575-441-6154
200 E Broadway
Hobbs, NM 88240

Bid
Date: Friday, April 12, 2019

Re: County: Lea Project No: Hobbs Asphalt Resurfacing 2019 Hwy No: CS

Quantities and Prices:

| Item # | Description | Approx Quantity | | Extension |
|--------|-----------------------------|--------------------|--------------------------|---------------------|
| 008 | HIP - Scarification W/ Curb | 234268.00 SY | @ \$2.59 per SY = | \$606,754.12 |
| 017 | Rejuvenating Agent | 185.00 Tons | @ \$500.00 per Tons = | \$92,500.00 |
| 021 | Urban Traffic Control | 240.00 Hours | @ \$200.00 per Hours = | \$48,000.00 |
| 030 | Mobilization | 323.00 Miles | @ \$1.25 per Miles = | \$403.75 |
| | NMGRT @ 6.8125% Lea Co | 1.00 Each | @ \$50,934.19 per Each = | \$50,934.19 |
| | | TOTAL: | | \$798,592.06 |

BELOW INCLUDES SERVICES PROVIDED:

Heating Compaction
Water Transport Reguvenating Agent Tanker
(Excludes Water)

IMPORTANT NOTES:

This proposal becomes the prevailing part of the contract.
This quote shall become an attachment to any subcontract and the terms herein shall supersede any provisions in the subcontract.
The general contractor agrees to provide a project water source and the water for the HIP operation.

Upon completion of the designated section of the work, Dustrol, Inc. shall be relieved of all liability for the work, and protection of the work shall be assumed by others. Insurance and indemnification provided by Dustrol, Inc. shall be limited to this condition.

If you have any questions or require additional information please contact Billy Holder, or Stoney Morlan.

Sincerely,

Billy Holder
Western Division Manager

Company: _____
Accepted By: _____
Signature: _____
Title: _____
Date: _____



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor
(AA) 0000018177
Dustrol, Inc.
PO Box 11450
Pueblo, CO 81001

Telephone No. (719) 583-0905

Price Agreement Number: 60-805-16-14088

Price Agreement Amendment No.: Three

Term: March 22, 2016 – March 21, 2020

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Raelynn Lujan *RL*

Telephone No.: (505) 827-0484

Invoice:
New Mexico Department of Transportation
Various Locations

Email: raelynn.lujan@state.nm.us

For questions regarding this Price Agreement please contact:
Angela Martinez 505-570-7940

Title: Hot In Place Recycling of Asphalt Pavement

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 22, 2019 to March 21, 2020 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 1/22/19

nm

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

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fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

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New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://insurenewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-805-16-14088

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New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
<http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>

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Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II – Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

Article V - Termination

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000018177
Dustrol, Inc.
PO Box 11450
Pueblo, CO 81001
719-583-0905

(AB) 0000052701
Paveover Inc.
6151 Hanover Rd. NE
Albuquerque, NM 87121
505-839-1000

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Establish a Price Agreement for Hot In Place Recycling of Asphalt Pavements for the New Mexico Department of Transportation. This work consists of Hot In-Place Recycling of the existing asphalt pavement to the depth specified by the District Engineer or their designee utilizing a multi-step process of cleaning, heating, milling, adding rejuvenating agent as specified, adding virgin hot mix asphalt (HMA) as specified, remixing, spreading, leveling and compacting the material. This Price Agreement includes materials, labor and equipment as per the specifications contained herein.

All work performed under this Price Agreement shall meet the specifications as set forth in this Price Agreement, the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition, current special provisions and supplemental specifications. They are available on the NMDOT website, at the following link: <http://dot.state.nm.us/en/PSE.html> and they are available for purchase at the General Office Financial Control Office contact (505) 827-5338.

The Contractor shall perform with its own organization at least 40% of the work based on the total purchase order amount and comply with section 108.1 of the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition.

Vendors are required to have prior product approval through the NMDOT Product Evaluation Program in order for bid item to be awarded.

Terms of Price Agreement:

The term of this agreement shall be for one year from date of award with an option to extend for up to three (3) additional one year periods, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

Performance, Payment and Material Bonds:

Upon the issuance of a purchase order, the successful awarded contractor(s) must provide a performance bond and a payment and materials bond equal to 100% of the total purchase order. Said bonds must be provided to the requesting District Engineer or their designee prior to the commencement of work. Failure to comply shall result in the purchase order being issued to another vendor and difference being charged back to the awarded contractor(s).

The performance bond is to secure the New Mexico Department of Transportation for losses and damages sustained by reason of default by vendor. A payment bond is to guarantee that subcontractors and material suppliers on the project will be paid. The materials bond is to guarantee availability of equipment and acceptance of product.

Tax Note:

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the invoice at current rates as a separate item to be paid by users.

Bidding Information:

The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be returned by the vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or

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specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

State Compensation

The prices quoted herein represent the total compensation to be paid by the State for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. The New Mexico Department of Transportation shall provide direction regarding the performance required by this Price Agreement.

Vendor is requested to indicate their Federal Tax ID Number, New Mexico Gross Receipts or Social Security Number _____.

Bid Review:

The New Mexico Department of Transportation shall perform a bid analysis of the bids received to include a determination of qualification in accordance with the standards and requirements of the Price Agreement. The analysis and recommendation for award will be sent to State Purchasing for a determination.

Method of Award:

Method of award shall be to multiple vendors statewide.

For a bid to be considered for award prices must be submitted for all items. Failure to do so will result in the bid being deemed irregular and rejected from consideration for award.

This Price Agreement may be awarded to one or more vendors, but not to exceed three vendors.

Utilization of Vendors:

The following procedure for the utilization of vendors shall be used on multiple source Price Agreements.

1. The selection of a vendor from a multiple source Price Agreement to complete a project shall be based on the purchase order.
2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded vendor.
3. The vendor selected to perform the work on the project shall be the vendor providing services for the specific project estimate at the lowest overall cost to the New Mexico Department of Transportation and able to meet all project delivery requirements including project schedule. A vendor **not** offering the lowest cost to the New Mexico Department of Transportation can be used for the specific project if the vendor providing the lowest overall cost is unable to meet all project requirements as determined and documented by the District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or their designee. All supporting documentation shall be maintained in the project file.

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Public Works minimum Wage Act:

This is a Public Works Contract subject to the provisions of the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17, et. Seq. NMSA 1978 as amended. Minimum wage rates as determined and published by the New Mexico Department of Work Force Solutions (NMDWS), Santa Fe, New Mexico shall be in effect and utilized by the vendor during the life of this Price Agreement.

You are hereby advised that wherever differences exist between the minimum wage rates shown under wage decisions of NMDWS, Santa Fe, New Mexico and those shown under U.S. Department of Labor Wage Decision and any modification thereto noted in the contract assembly, the higher wage rates shall govern.

If a Contractor or Subcontractor is willfully paying employees covered by the Public Works Minimum Wage Act, lower rates than required, the contractor or subcontractor may lose their right to proceed with the work.

Price Agreement Order:

For projects over \$60,000.00 where a purchase order has been issued, a Wage Rate Decision number must be requested by the User Agency. The Wage Rate Decision number can be obtained by completing and submitting the New Mexico Department of Work Force Solutions, Public Works request for a Wage Rate Decision form, available at:

<https://nm4myui.dws.state.nm.us/WageRateRequestWeb/WageRateRequestForm.aspx>

The Contractor Agrees To:

- A. Provide competent supervision and skilled personnel to perform all work covered by this price agreement.
- B. Comply with all local, state, and federal laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the safety and health of employees on-the-job, the safety of the public, and to protect property in connection with the performance of the work covered by the price agreement.
- C. Indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses and/or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees, own negligent act(s) or omission(s) while Contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this price agreement. This hold harmless and indemnification clause is subject to the immunities, provisions and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this price agreement that it is not intended by any of the provisions of any part of the price agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the price agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this price agreement.

- D. Comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the purchase order may be cancelled effective immediately.

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- E. Be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.

Insurance Requirements:

The Contractor shall procure and maintain at the Contractors expense insurance of the kinds and in amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the price agreement, whether performed by the Contractor, the Contractor's agents or employees or by Sub-Contractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents and Sub-Contractors therefrom.

(A) Public Liability and Automobile Liability Insurance

1. General Liability: bodily injury liability and property damage liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

Bodily Injury Liability:

\$1,000,000 each person; \$2,000,000 each occurrence (annual aggregate)

Property Damage Liability:

\$2,000,000 each occurrence (annual aggregate)

- a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:
1. Coverage for liability arising out of the operation of independent Contractors
 2. Completed operation coverage
 3. Attachment of the Broad Form Comprehensive General Liability Endorsement
- b. In the event that the use of explosives is a required part of the price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
- c. In the event that a form of work next to an existing building or structure is a required part of price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of:
1. The collapse of or structural injury to building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.
- d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or

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destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting there from.

2. Automobile liability insurance coverage for the Contractor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned, and hired cars. The limits of liability for automobile liability insurance shall be provided in the following amounts:

Bodily Injury Liability:

\$1,000,000 each person; \$2,000,000 each occurrence (annual aggregate)

Property Damage Liability:

\$2,000,000 each occurrence (annual aggregate)

- (B) Worker's Compensation Insurance:** The Contractor shall also carry Worker's Compensation Insurance or otherwise fully comply with provisions of the New Mexico Workman's Compensation Act and Occupational Disease Disablement Law.

If the Contractor is an "owner-operator" of such equipment, it is agreed that the State of New Mexico assumes no responsibility, financial or otherwise, for any injuries sustained by the "owner-operator" during the performance of said price agreement.

- (C) Certificate of Insurance/Department as Additional Insured:** The Contractor being awarded Price Agreement shall furnish evidence of Contractor's insurance coverage by a Certificate of Insurance. The Certificate of Insurance shall be submitted prior to award of the Price Agreement.

The Contractor shall have the New Mexico Department of Transportation named as an additional insured on the Comprehensive General Liability Form or Commercial General Liability Form furnished by the Contractor pursuant to Paragraph (A) 1 and (A) 2, of this subsection. The Certificate of Insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.

The Certificate of Insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, cancelled or allowed to lapse without giving the New Mexico Department of Transportation thirty (30) days written notice. Also, a Certificate of Insurance shall be furnished to the New Mexico Department of Transportation on renewal of a policy or policies as necessary during the terms of this price agreement.

The New Mexico Department of Transportation shall not issue a notice to proceed until such time as the above requirements have been met.

- (D) Umbrella Coverage:** The insurance limits cited in the above paragraphs are minimum limits. This specification is no way intended to define what constitutes adequate insurance coverage for individual Contractor. The New Mexico Department of Transportation will recognize following form excess coverage (Umbrella) as meeting the requirements of Subsection (A) 1.a of this price agreement, should such insurance otherwise meet all requirements of such subsections.

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(E) Other Required Insurance: The Contractor shall procure and maintain, when required by the New Mexico Department of Transportation, form and types of Bailee Insurance such as, but not limited to, Builder's Risk Insurance, Contractor's Equipment Insurance, Rigger's Liability Property Insurance, etc. In an amount necessary to protect the New Mexico Department of Transportation against claims, losses, and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the Contractor, including property of others being installed, erected or worked upon by the Contractor, his agents, or Sub-Contractors.

(F) Railroad Insurance: In the event that railroad property is affected by the subject price agreement, the Contractor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rails that are used by the National Railroad Passenger Corporation (NRPC), the Contractor will also obtain a Railroad Protective Liability Policy in the name of NRPC.

The limits of liability for the Railroad Protective Liability Policy (or policies) must be negotiated with the railroad company on a hazard and risk basis. In no event will the limits exceed the following:

Bodily Injury Liability, Property Damage Liability:
\$2,000,000 each occurrence

Liability and Physical Damage to Property:
\$6,000,000 aggregate

The limits of liability stated above apply to the coverage's as set forth in the Railroad Protective Liability Endorsement Form, subject to the terms, conditions, and exclusions found in the form.

The policy must afford coverage as provided in the Standard Railroad Protective Liability Endorsement (AASHTO Form).

The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. However, directions as to the time and place of performance and compliance with rules and regulations may be required.

The conditions listed in the above paragraphs are an integral part of this bid and shall be the conditions regulating the performance of any Price Agreement between the Bidder and the State of New Mexico and any Commission, Divisions, or Department thereof.

SPECIFICATIONS FOR HOT IN-PLACE RECYCLING OF ASPHALT PAVEMENT:

Section 104 - Scope of Work, Section 105 - Control of Work Section 412 - Hot In-Place Recycling of Asphalt Pavement, (Remixing Method) and Section 423 - Hot Mix Asphalt – Super Pave (QLA and Non QLA) of the New Mexico Department of Transportation Standard specifications for Highway and Bridge Construction, current edition, current special provisions and supplemental specifications shall be an integral part of these specifications.

I. General Conditions:

Operations must be continuous and free from starts and stops. The Contractor shall have available at the job site at all times during operations, equipment capable of extinguishing all fire in emergency situations. The Contractor shall be responsible for all hot and flame damage caused to roadside appurtenances such as shrubs, trees, fences, etc., and shall correct all damage at Contractors own expense.

The Contractor shall not park equipment during nonworking hours inside the highway right-of-way unless it is determined by the District Engineer or their designee that a minimum safe recovery area of thirty (30) feet, as measured from the edge of the roadway, is assured. If the right-of-way does not allow for an adequate recovery area, the Contractor shall be responsible for locating an equipment storage area outside the right-of-way, suitable to the District Engineer or their designee.

All equipment proposed to be used to accomplish the work described here shall be of sufficient size and in good mechanical condition to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no damage to the roadway, adjacent property or other highways will result from its use.

The successful Contractor must have more than one machine available at all times, in order to satisfy different work orders at the same time.

The successful Contractor must be capable of performing work specified at various locations as requested by the user within a minimum of fifteen (15) calendar days after notification.

Failure to perform the work described will result in the State Purchasing Director's Office being notified for the appropriate action to be taken.

II. Temporary Pavement Markings:

The Contractor shall provide and install removable temporary reflectorized tape or reflectorized temporary pavement tab markings. The Contractor shall properly maintain all temporary reflectorized pavement markings for a period of two weeks after placement. The District Engineer or their designee will determine which type of markings the Contractor is to provide. Pavement markings shall be installed at the end of each day's operations and shall be immediately tamped after application until it thoroughly adheres to the finished asphalt surface. The Contractor shall remove temporary striping within two (2) weeks of re-establishment of permanent striping or as indicated by the District Engineer or their designee.

III. Special Precautions:

Whenever work is to be done at signalized intersections where wire looped sensors are imbedded into the existing pavement, the traffic engineer of the agency responsible for maintaining the signalized intersection shall be notified in advance to any milling, so that necessary adjustments may be made to the traffic controller.

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Arrangements shall be made to replace any wire loop sensors damaged as a result of the Hot In-Place Recycling project.

IV. Method of Measurement and Payment:

Hot in-place recycling shall be measured by the square yard, to include heating and milling of existing pavement, mixing, spreading, leveling and compaction.

Virgin hot mix asphalt will be measured and paid by the ton for the production and placement of mix. High float emulsion, and petroleum resin-oil base rejuvenating agent, as required by Contractors design and approved by the District Engineer or their designee, shall be measured and paid by the ton. Each asphalt binder or emulsion item shall be measured and paid by the ton. Curb line cold milling shall be measured and paid by the square yard-inch to the nearest ¼ inch.

All quantities are to be measured by the District Engineer or their designee and shall be considered to be final and all payments for the same will be made on this basis.

Traffic Control:

The Contractor shall abide with the New Mexico Department of Transportation standard specifications for road and bridge construction, most current edition and special provisions and supplemental specifications, Section 700 on traffic control devices and with the Manual of Uniform Traffic Control Devices current edition, Part 6 – Temporary Traffic Control. The Contractor shall submit a traffic control plan to the District Engineer or their designee three weeks prior to actual construction. The Traffic control plan shall include the proposed signing, location of signs and location and type of all traffic channelization devices to be utilized, all lane closures and detours. The traffic plan must be approved by the Traffic Engineer or their designee prior to the beginning of operations.

The Contractor shall also provide sufficient flagmen, when deemed necessary by the District Engineer or their designee, to assist with the traffic control during operations. The Contractor shall also remove or cover temporary signing that is required during nonworking hours and night-time hours. At least one lane shall remain open to traffic, with adequate flagging, when working on two lane road and treated roadways shall be reopened to traffic during night-time or nonworking hours.

Payments and Invoicing:

Within fifteen (15) days after the date the Department receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the Department shall issue a written certification of complete or partial acceptance or rejection of the services, construction, or items of tangible personal property. If the Department finds that the services, construction, or items of tangible personal property are not acceptable, it shall, within thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor, a letter of exception explaining the defect or objection to the services, construction, or delivered tangible personal property along with the details of how the Contractor may proceed to provide remedial action.

Upon certification by the Department that the services, construction, or delivered tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth (30th) day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of one and one half percent (1-1/2%) per

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month. For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five (5) working days of receipt of funds from that funding agency.

Final payment shall be made within thirty (30) days after the work has been approved and accepted by the Department's Secretary or his duly authorized representative.

The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the Price Agreement may be cancelled effective immediately.

Invoice To:

NM Department of Transportation
General Office
P.O. Box 1149
Santa Fe, NM 87504-1149

NM Department of Transportation
District One
P.O. Box 231
Deming, NM88030-0231

NM Department of Transportation
District Two
P.O. Box 1457
Roswell, NM 88202-1457

NM Department of Transportation
District Three
P.O. Box 91750
Albuquerque, NM 87199-1750

NM Department of Transportation
P.O. Box 10
District Four
Las Vegas, NM 87701-0010

NM Department of Transportation
District Five
P.O. Box 4127
Santa Fe, NM 87502-4127

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NM Department of Transportation
District Six
P.O. Box 2159
Milan, NM 87021-2159

Escalation Clause:

In the event of a product cost increase, an escalation request will be reviewed by this office on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.

Effective dates for increase will not be any sooner than fifteen days from the date the written request is received by this office. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Price Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including justification for increase.

An approved escalation will be evaluated on an ongoing basis by the Department and will be terminated as soon as an escalation is no longer justified. Should you have questions concerning this policy, please contact the NMDOT State Purchasing Division.

Mobilization:

Mobilization for moves within the State of New Mexico to any job site as required. No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to his/her designated base station. The District Engineer or their designee will approve the distance used for payment and their decision shall be final. For the purpose of this item, the Contractor shall designate a New Mexico base station _____.

All quantities are to be measured by the District Engineer or their designee and shall be considered to be final and all payments for the same will be made on this basis.

Quantities:

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the District Engineer or their designee and quantities may be increased or decreased as necessary to meet actual field requirements. The State of New Mexico does not guarantee any amount of work.

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| Item | Approx. Qty. | Unit | Article and Description | Unit Price |
|------|--------------|------|---|-------------------------|
| 001 | 15,000 | S.Y. | 0 - 15,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractors design. | AA)\$5.40 AB)\$8.00 |
| 002 | 35000 | S.Y. | 15,001 to 35,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design. | AA)\$4.75 AB)\$6.00 |
| 003 | 70,000 | S.Y. | 35,001 to 70,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design. | AA)\$4.14 AB)\$5.10 |
| 004 | 140,000 | S.Y. | Over 70,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading, and compaction as per approved Contractor design. | AA)\$3.47 AB)\$3.70 |
| 005 | 15,000 | S.Y. | 0 to 15,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design in areas with curb and gutter. | AA)\$6.50 AB)\$11.00 |
| 006 | 35,000 | S.Y. | 15,001 to 35,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design in areas with curb and gutter. | AA)\$5.50 AB)\$7.50 |

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| | | | | |
|-----|---------|-------|---|--------------------------|
| 007 | 70,000 | S.Y. | 35,001 to 70,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design in areas with curb and gutter. | AA)\$4.30 AB)\$5.30 |
| 008 | 140,000 | S.Y. | Over 70,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design in areas with curb and gutter. | AA)\$3.68 AB)\$4.00 |
| 009 | 5,000 | SY-In | 0 - 15,000 S.Y. range curb line cold milling of HMA surface, 1/4 inch increments. | AA)\$0.45 AB)\$0.50 |
| 010 | 20,000 | SY-In | 15,001-35,000 S.Y. range curb line cold milling of HMA surface, 1/4 inch increments. | AA)\$0.40 AB)\$0.42 |
| 011 | 45,000 | SY-In | 35,001-50,000 S.Y. range curb line cold milling of HMA surface, 1/4 inch increments. | AA)\$0.35 AB)\$0.40 |
| 012 | 50,000 | SY-In | Over 50,000 S.Y. range curb line cold milling of HMA surface, 1/4 in increments. | AA)\$0.35 AB)\$0.35 |
| 013 | 15,000 | Ton | HMA production and placement as per Contractor design and approved by the District Engineer or their designee. | AA)\$50.00 AB)\$50.00 |

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 60-805-16-14088

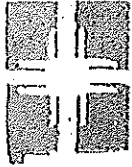
| | | | | |
|-----|-----|---------|---|----------------------------|
| 014 | 450 | Ton | PG graded asphalt binder as per Contractor design and approved by the District Engineer or their designee | AA)\$475.00 AB)\$550.00 |
| 015 | 450 | Ton | High Float Emulsion as per Contractor design and approved by the District Engineer or their designee | AA)\$500.00 AB)\$625.00 |
| 016 | 100 | Ton | Hydrated lime for HMA pavement. | AA)\$175.00 AB)\$175.00 |
| 017 | 450 | Ton | Rejuvenating Agent, meeting specifications outlined in Section 412.2.1 of Standard Specifications for Highway and Bridge Construction, current edition. | AA)\$500.00 AB)\$625.00 |
| 018 | 300 | Hr | Hauling of virgin HMA in three-axle dump trucks. | AA)\$110.00 AB)\$115.00 |
| 019 | 300 | Hr | Hauling of virgin HMA in dump trucks w/ pup or tractor with end or belly dumps. | AA)\$120.00 AB)\$110.00 |
| 020 | 400 | Yd. Mi. | Hauling of milled material. | AA)\$2.00 AB)\$3.00 |

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 60-805-16-14088

| | | | | |
|-----|--------|------|--|----------------------------|
| 021 | 320 | Hr | Urban traffic control (working hours 9:00am to 3:00pm) to include all signing and traffic channelization devices for adequate handling of traffic. | AA)\$200.00 AB)\$200.00 |
| 022 | 320 | Hr | Rural traffic control (for work done outside areas defined in item 20) to include all signing and traffic channelization devices for adequate handling of traffic. | AA)\$175.00 AB)\$175.00 |
| 023 | 320 | Hr | Pilot car for traffic control. | AA)\$40.00 AB)\$35.00 |
| 024 | 320 | Hr | Sequential flashing arrow road as designated by District Engineer or their designee. | AA)\$10.00 AB)\$8.00 |
| 025 | 10,000 | L.F. | Establish temporary centerline striping with reflectorized tape (4in x 4in stripe with 36ft spacing or as designated by the District Engineer or their designee.) | AA)\$1.00 AB)\$1.25 |
| 026 | 5,000 | Ea | Establish temporary centerline striping with reflectorized tabs (tabs placed at 30ft spacing or as designated by District Engineer or their designee). | AA)\$1.00 AB)\$0.80 |
| 027 | 10,000 | L.F. | Re-establish permanent striping with 4ft x 10ft reflectorized painted markings at 30ft spacing and solid shoulder striping with reflectorized painted markings according to Section 704 of Standard Specifications for Highway and Bridge Construction, current edition. | AA)\$0.80 AB)\$0.65 |

State of New Mexico
 General Services Department
 Purchasing Division
 Price Agreement #: 60-805-16-14088

| | | | | |
|-----|--------|------|---|--------------------------|
| 028 | 10,000 | L.F. | Removal of temporary stripe- temporary pavement striping to be removed within two (2) weeks of re-establishment of permanent striping as designated by District Engineer or their designee. | AA)\$1.00 AB)\$1.00 |
| 029 | 5,000 | Ea | Removal of temporary tab pavement markings to be removed within two (2) weeks of re-establishment of permanent striping as designated by District Engineer or their designee. | AA)\$0.50 AB)\$0.75 |
| 030 | 300 | Mile | Mobilization - moving charge for Hot In-Place Recycling from within the State of New Mexico to any destination as requested. No payment will be made for moves less than 25 miles. | AA)\$1.25 AB)\$110.00 |
| 031 | 300 | Mile | Mobilization - moving charge for cold milling from within the state of New Mexico to any destination as requested. No payment will be made for moves less than 25 miles. | AA)\$6.00 AB)\$6.00 |



New Mexico DEPARTMENT OF
TRANSPORTATION

To: Dustrol, Inc.
P.O. Box 11450
Pueblo, CO 81001
719-583-0905
dhess@dustrol.com

From: Anise Valdez
State Maintenance Bureau
505-216-8778

*** Urgent Please Respond ***

Subject: Extension of Price Agreement Hot In Place Recycling of Asphalt
Pavement 60-805-16-14088 Expires March 21, 2019

Susana Martinez
Governor

Tom Church
Cabinet Secretary

Commissioners

Ronald Schmeits
Chairman
District 4

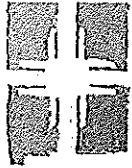
Dr. Kenneth White
Secretary
District 1

David Sepich
Commissioner
District 2

Keith Mortensen
Commissioner
District 3

Butch Mathews
Commissioner
District 5

Jackson Gibson
Commissioner
District 6



New Mexico DEPARTMENT OF TRANSPORTATION

OPTION TO EXTEND

December 13, 2018

Awarded Vendors,

Subject: Extension of Price Agreement Hot In Place Recycling of Asphalt Pavement 60-805-16-14088 Expires March 21, 2019

Please indicate your intent regarding the option to extend the price agreement for one (1) additional year at the same price, terms and conditions. Vendors should verify extended pricing with suppliers. This form must be completed and returned within ten (10) days from the date on the form. Failure to return the form in the specified time will result in a refusal to extend and removal as a vendor on the price agreement.

Please check your selection, sign and complete the company information and email the form to my attention at anise.valdez@state.nm.us.

X I agree to extend the referenced price agreement.

 I do not agree to extend the referenced price agreement.

Billy Holder
Authorized Signature

1-8-19
Date

Billy Holder
Printed Name of Authorized Representative

Dustrol Inc.
Company Name

P.O. Box 11450 Pueblo, CO 81001
Address

If you have any questions or wish to discuss this matter please contact me.
Thank you,

Anise Valdez
State Maintenance Bureau
anise.valdez@state.nm.us
(505) 216-8778

Susana Martinez
Governor

Tom Church
Cabinet Secretary

Commissioners

Ronald Schmeits
Chairman
District 4

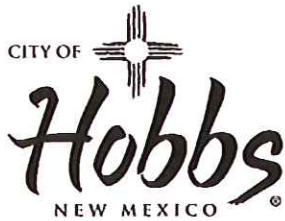
Dr. Kenneth White
Secretary
District 1

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Commissioner
District 2

Keith Mortensen
Commissioner
District 3

Butch Mathews
Commissioner
District 5

Jackson Gibson
Commissioner
District 6



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 6th, 2019

SUBJECT: Accounts Receivable, Revenue Control, Allowance for Doubtful Accounts and Write-Off Policy (effective 6 1 2019)
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: 4-30-19
SUBMITTED BY: Toby Spears, Finance Director

Summary:

During the 2018 fiscal year audit, the external auditors recommended the City of Hobbs establish a policy on accounts receivable, revenue control, allowance for doubtful accounts and write offs. The overall scope and summary of the policy is as follows:

Accounts Receivable/Revenue Control – the policy defines the types of receivables that will need to be recognized at fiscal year, types of revenue and departments that generate receivables. The policy also requires that any department that is generating revenue shall be required to automate/interface with the existing City of Hobbs ERP (electronic, reporting and planning) software.

Allowance for Doubtful Accounts – the policy establishes guidelines for recognizing allowance accounts at fiscal year-end for the established departmental accounts receivables.

Write offs – the policy establishes guidelines for writing off accounts receivable both on a daily basis and an annual basis. Any annual write off will require a resolution by the City Commission. Daily write-offs that require Finance approval are contractual obligations and errors in billing. Errors in billing will require justification from the Department Head.

Fiscal Impact:

Reviewed By: 
Finance Department

Better recognition of receivables/revenue control will have a positive increase to revenue.

Attachments:

Resolution

Accounts Receivable, Revenue Control, Allowance for Doubtful Accounts and Write-Off Policy (effective date is June 1, 2019)

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Staff recommends approval of the Accounts Receivable, Revenue Control, Allowance for Doubtful Accounts and Write-Off Policy (effective date is June 1, 2019)

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. 6795

A RESOLUTION AUTHORIZING THE ADOPTION OF
CITY OF HOBBS - ACCOUNTS RECEIVABLE, REVENUE CONTROL,
ALLOWANCE FOR DOUBTFUL ACCOUNTS AND WRITE-OFF POLICY

WHEREAS, pursuant to the 2018 fiscal year audit, the external auditors recommended the City of Hobbs establish a policy on accounts receivable, revenue control, allowance for doubtful accounts and write offs; and

WHEREAS, the overall scope of the policy is set forth in the City of Hobbs – Accounts Receivable, Revenue Control, Allowance for Doubtful Accounts and Write-off Policy;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to approve the City of Hobbs - Accounts Receivable, Revenue Control, Allowance for Doubtful Accounts and Write-off Policy attached herein.

PASSED, ADOPTED AND APPROVED this 6th day of May, 2019.

SAM D. COBB, Mayor

Attest:

JAN FLETCHER, City Clerk



City of Hobbs

Accounts Receivable, Revenue Control, Allowance for Doubtful Accounts and Write-Off Policy

Scope:

The City of Hobbs bills and collects charges for goods and services provided to citizens and the public. The City also bills and collects for penalties, fines, restitutions and registrations. This policy improves timely order to cash process and proper revenue recognition through accurate and timely billing of all monies owed to the City. Unless otherwise dictated by city ordinance, this policy ensures sound financial practices and internal controls for management of the Accounts Receivables. **It should be noted that any City of Hobbs Department generating revenue shall be required to automate/interface with the existing City of Hobbs ERP (electronic, reporting and planning) software.** This policy does not apply to loans that are owed to the City of Hobbs.

Purpose:

This policy is applicable to all City of Hobbs employees who are responsible for billing, collecting, recording, and handling all aspects related to accounts receivables. This policy outlines citywide guidelines for the management of accounts receivable and collection of city revenue

Definitions:

Accounts receivable is a legally enforceable claim for payment held by a municipal government for goods and services rendered that customers/clients/employees have not paid for. These are generally in the form of invoices raised by a municipal government and delivered to the customer/client/employee for payment within an agreed time frame. Accounts receivable is shown in a balance sheet as an asset.

Allowance for doubtful accounts is a reduction of the total amount of accounts receivable appearing on a municipal government balance sheet, and is listed as a deduction immediately below the accounts receivable line item. The deduction is classified as a contra asset account.

Bad debt expense often refers to the loss that a municipal government experiences because it sold goods or provided services and did not require immediate payment. The loss occurs when the customer/client/employee does not pay the amount owed. Bad debts expense is directly related to a municipality's current asset accounts receivable.

Control Account means the accounts receivable balance maintained in the balance sheet of the municipality central accounting system

Subsidiary Accounts means the outstanding accounts within the accounts receivable system as defined by group. (could be maintained in third party system or existing central accounting system)

Contractual obligations means predetermined billing amounts as required by Federal, State or insurance companies.

Deferred Revenue is a balance sheet liability account which mirrors the specific accounts receivable. It is used by the municipality to convert from a cash basis of accounting to an accrual basis of accounting.

Billing is the request for payment of a debt

Invoice is an itemized list of goods, services or rendered, with an account of all costs.

Closing is a process at the end of every month, quarter and fiscal year that assures all transactions (eg: cash, billing, adjustments) are recorded in the measured timeframe.

ERP (electronic reporting planning) system is the City of Hobbs primary control software system.

Types of Accounts Receivables (ALL SUBSIDIARY ACCOUNTS):

Employee Based

- Agreement between the City of Hobbs and employee for municipal paid training costs
- Agreement for Health insurance payments on behalf of the employee by the City of Hobbs
- Agreement between the City of Hobbs and employee for municipal paid housing costs

Retiree Based

- Retiree Health Insurance Portion of the monthly and annual premium

Customer Fee Based (including fines, penalties, forfeitures, weed mowing, condemnations and registrations)

- All City of Hobbs goods/services, fees, fines, penalties, forfeitures, registrations, weed mowing and condemnations

DEPARTMENTS:

Utilities:

- Water services
- Waste Water Treatment Services
- Solid Waste services

Municipal Courts:

- Restitution
- Bonds
- Fines and Forfeitures

Fire Department:

- EMS Ambulance services

Clerks Department:

- Business Registrations
- Cemetery Fees

Parks and Recreation Department:

- General parks and recreation fees and rentals
- CORE - fees, gift cards and rentals
- Rock wind Community Links– tournaments, merchandise, rentals, gift cards and use fees

Building Maintenance

General Leases

Engineering and Planning

Sidewalk repair

Development agreements and fees

HIAP Leases

Code Enforcement:

Weed Mowing

Condemnations

RULE:

Every Department with accounts receivable shall submit to the Finance Department at fiscal year-end, an entry to record the outstanding accounts receivable amount. The entry shall include adequate supporting documentation detailing out the amount owed to the City of Hobbs. If the accounts receivable is automatically processed to the existing electronic reporting software (ERP) then an aged receivable amount must be submitted at fiscal year-end.

Allowance for Doubtful Accounts:

An allowance for doubtful accounts will be established for each receivable booked. The allowance will be based on prior period cash and subsequent collections. An analysis will be performed by the Finance Department setting the allowance amount. The entry shall include adequate supporting documentation detailing how the allowance was calculated.

Write Offs: (Annual and Daily)

ANNUAL:

Every Department with accounts receivable shall perform an annual fiscal year review (by July 31st) of its accounts receivable to determine the amount, if any, that is uncollectible. If it is determined that an uncollectible amount exists, the following steps shall be followed to write-off the account.

The amount determined uncollectible will be compiled and presented to the governing body by resolution. Once approved by the governing body, a journal entry will be made reducing the amount of accounts receivable owed to the City and corresponding deferred revenue.

DAILY:

The difference between the City of Hobbs fees and contractual obligations will automatically be written off upon payment from the contractual obligator

The Department Head shall submit in writing a request to write-off the account to the Finance Department. The request shall include adequate supporting documentation stating the reason for the write off. Examples: errors in billing, registrations as it relates to out of business establishments



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 6, 2019

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN SUBDIVIDER, DEVELOPER AND THE CITY OF HOBBS CONCERNING THE PROJECTION OF GOINGS ROAD.

DEPT. OF ORIGIN: Planning Department
DATE SUBMITTED: April 29, 2019
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: The City of Hobbs is proposing to enter into a Development Agreement with the Subdivider (Kress & Patricia Jones) and the Developer (Tyler & Amber Wittman) concerning the development of Goings Road north of the existing terminus. The subdivision of property, per MC Title 16, requires that all public infrastructures either be in place or surety given to the City that the cost for the same will be borne by the Subdivider prior to acceptance of the subdivision. The development agreement attached hereto and made part of this Resolution requires the Developer to deposit a Cash Bond with the Municipality in an amount of 130% of the Engineer of Records Estimate or \$75,000.00 whichever is greater, prior to or concurrent with Municipal Acceptance of the Subdivision. Additionally, Failure of the Subdivider to produce an Engineer of Record certification for the proposed infrastructures within 365 days of ratification of this Agreement will forfeit any remaining Cash Bond deposited with the City. The City of Hobbs Planning Board recommended approval of the Subdivision contingent to the Development Agreement at the regular meeting held on December 18, 2018 by a vote of 4 to 0.

Fiscal Impact:

Reviewed By: 
Finance Department

Receipt of the Cash Bond should eliminate any negative Fiscal Impact associated with the placement of the required public infrastructures.

Attachments: Development Agreement, Subdivision Plat and Planning Board Minutes.

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Staff recommends consideration of approval of the Development Agreement.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6796

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN SUBDIVIDER, DEVELOPER AND THE CITY OF HOBBS CONCERNING THE PROJECTION OF GOINGS.

WHEREAS, the City of Hobbs is proposing to enter into Development Agreements with Kress and Patricia Jones and Tyler and Amber Wittman concerning the subdivision of property and the development of Goings Road; and

WHEREAS, the aforementioned Development Agreements requires Tyler and Amber Wittman, as the developer, to deposit a Cash Bond with the Municipality in an amount of 130% of the Engineer of Records Estimate or \$75,000.00 whichever is greater prior to or concurrent with Municipal Acceptance of the Subdivision, as surety for the required public infrastructures, said agreement being in the best interest of the City.

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

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

PASSED, ADOPTED AND APPROVED this 6th day of May, 2019.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

INFRASTRUCTURE DEVELOPMENT AGREEMENT
Projection of Goings Road

THIS AGREEMENT, made and entered into this ___ day of _____ 2019, between the City of Hobbs, New Mexico, a New Mexico Municipal Corporation, (hereafter called the "City"); and Kress Jones and Patricia Jones, 3729 W Sanger, Hobbs, NM 88240 (hereafter called "Subdivider"); and Tyler Wittman and Amber Wittman (hereafter called "Developer").

RECITALS:

WHEREAS, "Subdivider" desires to convey a portion of an undivided parent parcel located north of the existing terminus of Goings Road, within the City limits of the City of Hobbs; and

WHEREAS, the subdivision of property, per MC Title 16, requires that all public infrastructure either be in place or surety given to the City that the cost for the same will be borne by the Subdivider prior to acceptance of the subdivision or by the Developer prior to issuance of a Certificate of Occupancy; and

WHEREAS, infrastructure improvements would be required at the time of subdivision of the undivided parent parcels located adjacent to the projection of Goings Road, therefore, it has been determined by City and agreed by Subdivider that in lieu of Subdivider installing the required infrastructure at the time of subdivision, Developer shall deposit a Cash Bond Assessment for the required infrastructure prior to the proposed subdivision.

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

1. The Developer shall deposit with the City, prior to or concurrent with Municipal Approval of the proposed subdivision, a Cash Bond of 130% of the approved Engineer of Records Estimated Cost or \$75,000.00 whichever is greater for the development of the public infrastructures within the projection of Goings Road. The Developer may make periodic draws against the cash bond so deposited by presenting certified invoices, along with a copy of the cancelled check and lien release, to the City of Hobbs Engineer for reimbursement, if approved 75% of the invoice so presented, excluding Engineering and GRT, shall be released to the Developer.
2. The Developer shall design or cause to be designed construction plans, for road and utility extension, using the services of a registered New Mexico Civil Engineer, for the projection of Goings Road north from the existing terminus to the north property line of the Tract being created; plan set to include all municipal infrastructures; sewer, water and roadway improvements, as well as the Engineer of Record itemized Cost Estimate.
3. Upon Municipal approval of the Construction Plan set and an issuance from the Municipality of a Notice to Proceed, Developer shall construct or cause to be constructed the required municipal infrastructure improvements, being the projection of Goings Road north from the existing terminus to the north property line of the Tract being created, using the construction plans as approved by the City. The Developer shall employ the services of a registered New Mexico Civil Engineer who shall certify the installation of the municipal infrastructure as to compliance with the plan set prior to municipal acceptance.
4. Upon receipt of the Engineer of Records Certification and acceptance of the installed public infrastructures by the Municipality the Municipality shall release any and all remaining Cash Bond to the

Developer. Failure of the Developer to produce an Engineer of Record certification for the proposed infrastructures within 365 days of ratification of this Agreement will forfeit any remaining Cash Bond deposited with the City.

5. Responsibilities of the parties hereto are as follows:

A. The Developer shall:

1) Deposit, or cause to be deposited, with the City, prior to or concurrent with Municipal Approval of the proposed subdivision, a Cash Bond of 130% of the approved Engineer of Records Estimated Cost or \$75,000.00 whichever is greater for the development of the public infrastructures within the projection of Goings Road.

2) Install all public infrastructures within the projection of Goings Road.

3) Submit an Engineer of Record Certification prior to municipal acceptance for all public infrastructures within the projection of Goings Road.

4) Forfeit to the City any and all remaining balance of the Cash Bond and the approved Construction Plan Set if items 2 and 3 above are not completed within 365 days of ratification of this agreement.

B. The City shall:

1) Allow the subdivision of the parent parcel upon receipt of the required cash bond as surety given to the City that the cost for all public infrastructures required will be borne by the Developer.

2) Install or complete the installation of any and all public infrastructures if same is not installed or completed by the Developer, utilizing the forfeited Cash Bond or the remainder thereof.

6. All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: Planning Department, 200 E. Broadway, Hobbs, NM 88240; to Subdivider -- Kress Jones and Patricia Jones, 3729 W Sanger, Hobbs, NM 88240; to Developer -- Tyler Wittman and Amber Wittman, 1508 W. Jessifer Court, Hobbs, NM 88240, or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

7. This Agreement may be executed in one or more identical counterparts, and all counterparts so executed shall constitute one agreement which shall be binding on all of the parties.

8. This Agreement shall be subject to the laws of the State of New Mexico. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. If any part of this contract shall be deemed in violation of the laws or

Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable.

9. Representations of City.

A. City is a duly organized and validly existing municipal corporation under the laws of the State of New Mexico with full municipal power to enter into this Agreement and to carry out the terms, conditions and provisions hereof.

B. City will continue review and processing of the development plans, and forthcoming building permit application in a forthright manner and with due diligence.

10. Representations of Subdivider.

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

11. Representations of Developer.

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

12. BREACH

A. The following events constitute a breach of this Agreement by Subdivider or Developer:

Subdivider's or Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.

B. The following events constitute a breach of this Agreement by City:

City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.

13. REMEDIES UPON BREACH.

A. Any party may sue to collect any and all damages that may accrue by virtue of the breach of this Agreement.

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

14. GOVERNING LAWS. This Agreement shall be governed by the laws of the State of New Mexico. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. If any part of this contract shall be deemed in violation

of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable.

15. TERMINATION. This Agreement shall be terminated upon the completion of all installation and construction defined herein or 365 days from ratification.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among and between City, Subdivider and the Developer and there are no other agreements or understandings, oral or otherwise, between the parties on the issues defined herein.

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

CITY OF HOBBS

Sam D. Cobb - Mayor

ATTEST:

Jan Fletcher, City Clerk

APPROVED AS TO FORM:

Efren Cortez, City Attorney

SUBDIVIDER - Kress Jones and Patricia Jones

Kress Jones

Patricia Jones

DEVELOPER - Tyler Wittman and Amber Wittman

Tyler Wittman

Amber Wittman

WITTMAN SUMMARY SUBDIVISION

A SUMMARY SUBDIVISION OF TRACT 1A3, GOINGS LANE RV PARK SUMMARY SUBDIVISION
 LOCATED IN SECTION 31, T18S, R38E, N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO.



ENGINEERING | SURVEYING | TESTING
 DEFINING QUALITY SINCE 1965
 100 E. Navajo - Suite 100, Hobbs New Mexico 8824
 T 575 393 9827 F 575 393 1543
 Pettigrewus

PROJECT SURVEYOR: R. Muller
 DRAWN BY: E.W., K.B. & H.G.



INDEXING INFORMATION FOR COUNTY CLERK

OWNER:
 KRESS JONES
 LOCATION:
 PART OF SECTION 31, T18S, R38E,
 N.M.P.M., CITY OF HOBBS, LEA COUNTY
 NEW MEXICO.

REVISIONS

| No. | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
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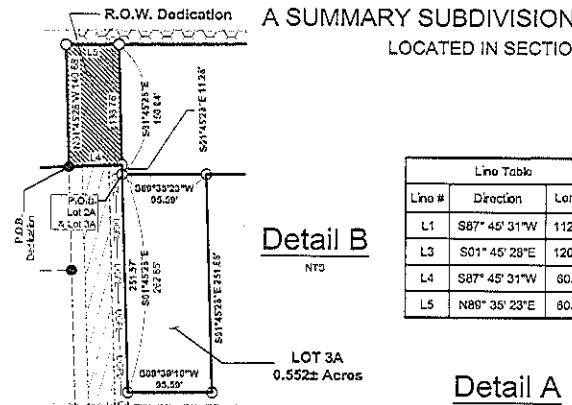


SCALE 1" = 400'

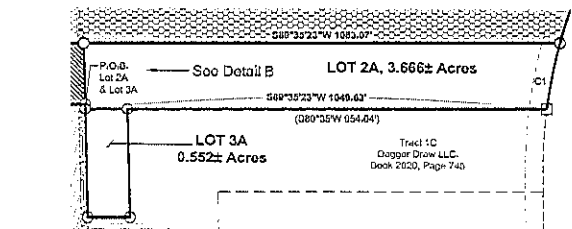
Summary Subdivision Plat
 Wittman
 Subdivision
 FOR
 Tyler Wittman

PROJECT NUMBER: 2018.1204
 REFERENCE NUMBER: 2016.1206

SHEET: 1 of 3
 SU - 101



| Line # | Direction | Length |
|--------|----------------|---------|
| L1 | S87° 45' 31" W | 112.03' |
| L3 | S01° 45' 28" E | 120.00' |
| L4 | S87° 45' 31" W | 60.00' |
| L5 | N80° 35' 23" E | 60.02' |

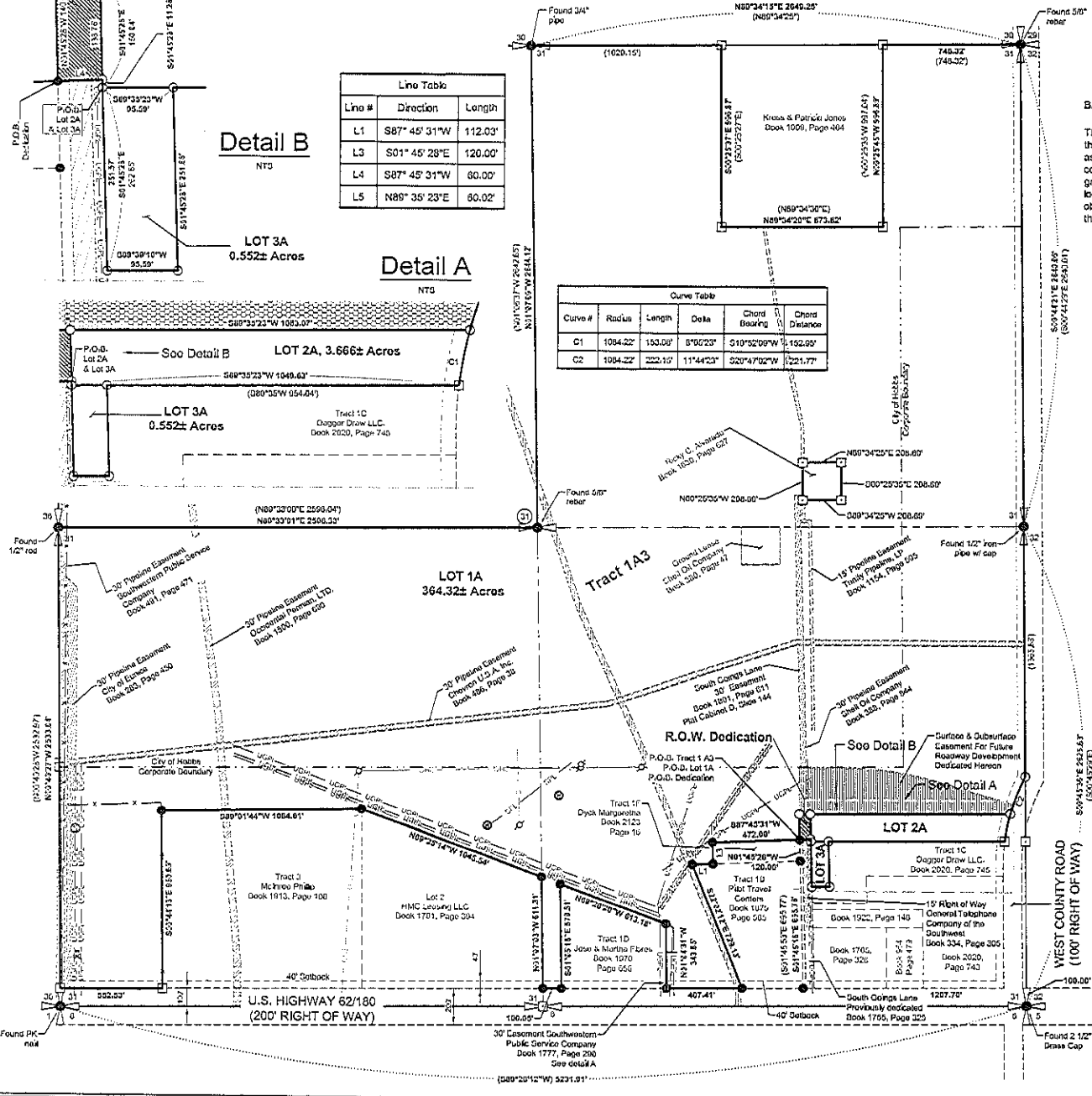
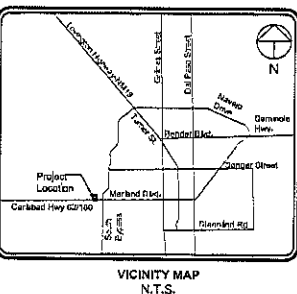


| Curve # | Rad/Lin | Length | Delta | Chord Bearing | Chord Distance |
|---------|----------|---------|-------------|----------------|----------------|
| C1 | 1084.22' | 153.00' | 5° 00' 23" | S10° 52' 09" W | 152.89' |
| C2 | 1084.22' | 222.15' | 11° 44' 23" | S20° 47' 02" W | 221.77' |

BASIS OF BEARING
 The basis of bearing for this survey is Grid North based on the New Mexico State Plane Coordinate System East Zone, as determined by GPS/GNSS observations. Ground coordinates were obtained by applying a combined grid to local scale factor of 0.999992269 at control point located at N619012.405, E894575.907. True North can be obtained by applying a convergence angle of 0° 38' 52" at the west quarter corner of Section 31.

LEGEND

- Recovered 5/8" Rebar except as noted
- Set 5/8" Rebar With Aluminum Cap Marked "PC 10073"
- Water Valve
- Sign
- Power Pole
- Sewer Manhole
- Well
- Calculated Point
- Found Section Corner
- Found Quarter Section Corner
- Property Line
- Section Line
- Quarter Section Line
- Adjacent Property Line
- Fence Line
- City of Hobbs Corporate Boundary
- Right of Way Line
- 40' Detack Line
- OHC Overhead Cable's Line
- UGR-UGP Underground Pipeline
- DPL Surface Pipeline
- R.O.W. Dedication Per this Plat
- Surface & Subsurface Easement/Dedication Per this Plat
- Easement as noted
- Measured Bearing and/or Distance
- Record Bearing and/or Distance



RECORD DESCRIPTION PER SUBDIVISION PLAT- RECORDED IN BOOK 2, PAGE 479

EXISTING TRACT 1A3

A tract of land located in the Northeast Quarter and the South Half of Section 31, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows:

Commencing at a found 2-1/2 inch brass cap being accepted as the southeast corner of Section 31, then N00°45'30"W along the east line of said Section 31, 100.00 feet, and S89°20'12"W along the north right of way line of U.S. Highway 62/180, 1207.70 feet to a found 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" being the southeast corner of Tract 1B, Pilot Travel Centers, Summary Subdivision as recorded in Book 1875, Page 565, Lea County Records, Lea County, New Mexico, and N01°46'16"W along the west right-of-way line of South Goings Lane, 695.78 feet to a found 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348", and N01°45'28"W along the east line of Tract 1F, 120.00 feet to a set 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" being the northeast corner of said Tract 1F and the Point of Beginning; thence S87°45'31"W along the north line of said Tract 1F, 472.00 feet to a set 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the northwest corner of said Tract 1F; thence S01°45'28"E along the west line of said Tract 1F, 120.00 feet to a set 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the southwest corner of said Tract 1F; thence S87°45'31"W along the north line of Tract 1B, 112.03 feet to a found 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the northwest corner of said Tract 1B; thence S22°02'12"E along the west line of said Tract 1B, 728.13 feet to the north right of way line of U.S. Highway 62/180 and the southwest corner of said Tract 1B; thence S89°26'12"W along the north right of way line of U.S. Highway 62/180, 407.41 feet to a set 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the southeast corner of Tract 1D, Jose Flores, red plastic cap marked "HICKS NMPS 12348", and the southeast corner of Tract 1D, Jose Flores, Martha Flores, recorded in Book 1970, Page 650, Lea County Records, Lea County, New Mexico; thence N01°04'31"W along the east line of said Tract 1D, 349.85 feet to a found 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the northeast corner of said Tract 1D; thence N69°28'20"W along the north line of said Tract 1D, 613.18 feet to a found 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the northeast corner of said Tract 1D; thence S5°19'07"E along the west line of said Tract 1D, 570.51 feet to a set 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the southwest corner of said Tract 1D; thence S89°26'12"W along the north right of way line of U.S. Highway 62/180, 1207.70 feet to a found 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the southeast corner of Lot 2, HMC Leasing, recorded in Book 1781, Page 394, Lea County Records, Lea County, New Mexico; thence N01°07'03"W along the east line of said Lot 2, 811.31 feet to a found 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the northeast corner of said Lot 2; thence N69°25'14"W along the north line of said Lot 2, 1045.54 feet to a found 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the northeast corner of said Lot 2; thence S87°04'14"W along the north line of Tract 3, Philip McIntire, recorded in Book 1913, Page 108, Lea County Records, Lea County, New Mexico, 1084.61 feet to a found 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the northwest corner of said Tract 3; thence S00°44'13"E along the west line of said Tract 3, 880.69 feet to the north right of way line of U.S. Highway 62/180 and the southwest corner of said Tract 3; thence S89°20'12"W along the north right of way line of U.S. Highway 62/180, 552.53 feet to the west line of Section 31; thence N00°40'27"W along the west line of said Section 31, 2533.04 feet to a found 1/2 inch rod accepted as the west quarter corner of said Section 31; thence N68°30'01"E along the north line of the southwest quarter 2586.33 feet to a found 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the southwest corner of the northeast quarter of Section 31; thence N01°07'00"W along the west line of the northeast quarter, 2944.12 feet to a found 3/4 inch pipe accepted as the north quarter corner of Section 31; thence N69°34'15"E along the north line of Section 31, 1029.15 feet to the northwest corner of a property of Kress & Patricia Jones, recorded in Book 1009, Page 484, Lea County Records, Lea County, New Mexico; thence S00°25'37"E along the west line of said property of Kress & Patricia Jones, 998.87 feet to the southwest corner of said property of Kress & Patricia Jones; thence N89°34'20"E along the south line of said property of Kress & Patricia Jones, 873.82 feet to the southeast corner of said property of Kress & Patricia Jones; thence N00°25'45"W along the west line of said property of Kress & Patricia Jones, 966.89 feet to the north line of Section 31 and the northeast corner of said property of Kress & Patricia Jones; thence N89°34'15"E along the north line of Section 31, 748.32 feet to a found 5/8 inch rebar and the northeast corner of Section 31; thence S02°44'21"E along the east line of Section 31, 2940.08 feet to a found 1/2 inch iron pipe with cap and the east quarter corner of Section 31; thence S00°45'30"E along the east line of Section 31, 1345.08 feet to the beginning of a non-lanagnt curve, concave to the southeast, having a radius of 1084.22 feet and a central angle of N63°20'46"W; thence southwestwaly along said curve with an arc length of 375.24 feet and a central angle of 19°49'49" to the northeast corner of Tract 1C, Daggar Draw LLC, recorded in Book 2020, Page 745, Lea County Records, Lea County, New Mexico; thence S89°35'23"W along the north line of said Tract 1C, 854.04 feet to the northwest corner of said Tract 1C; thence S01°45'28"E along the west line of said Tract 1C, 251.88 feet; thence S87°39'07"E 65.50 feet to the east right-of-way line of South Goings Lane; thence N01°45'28"W along the east right of way line of said South Goings Lane, 292.85 feet to a set 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the northeast corner of dedication; thence S87°45'31"W 60.00 feet along the north line of dedication to the Point of Beginning. Said tract of land containing 364.320 acres, more or less, LESS AND EXCEPT a one acre tract of land beginning at a point which lies S86°34'15"W 973.17 feet and S80°25'35"E 2288.00 feet from a found 5/8 inch rebar and the northeast corner of said Section 31; thence S00°25'35"E 208.69 feet thence S89°34'25"W 208.69 feet; thence N00°25'35"W 208.69 feet, thence N89°34'25"E 208.69 feet to the Point of Beginning and containing 1.00 acres, more or less.

NEW LOT 1A DESCRIPTION

A tract of land located in the Northeast Quarter and the South Half of Section 31, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows:

Commencing at a found 2-1/2 inch brass cap being accepted at the southeast corner of Section 31, then N00°45'30"W along the east line of said Section 31, 100.00 feet, and S89°20'12"W along the north right of way line of U.S. Highway 62/180, 1207.70 feet to a recovered 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" being the southeast corner of Tract 1B, Pilot Travel Centers, Summary Subdivision as recorded in Book 1875, Page 565, Lea County Records, Lea County, New Mexico, and N01°46'16"W along the west right-of-way line of South Goings Lane, 695.78 feet to a recovered 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" being the northeast corner of said Tract 1F and the Point of Beginning; thence S87°45'31"W along the north line of said Tract 1F, 472.00 feet to a recovered 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the northwest corner of said Tract 1F; thence S01°45'28"E along the west line of said Tract 1F, 120.00 feet to a recovered 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the southwest corner of said Tract 1F; thence S87°45'31"W along the north line of Tract 1B, 112.03 feet to a recovered 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the northwest corner of said Tract 1B; thence S22°02'12"E along the west line of said Tract 1B, 728.13 feet to the north right of way line of U.S. Highway 62/180 and the southwest corner of said Tract 1B; thence S89°26'12"W along the north right of way line of U.S. Highway 62/180, 407.41 feet to a recovered 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the southeast corner of Tract 1D, Jose Flores, red plastic cap marked "HICKS NMPS 12348", and the southeast corner of Tract 1D, Jose Flores, Martha Flores, recorded in Book 1970, Page 650, Lea County Records, Lea County, New Mexico; thence N01°04'31"W along the east line of said Tract 1D, 349.85 feet to a recovered 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the northeast corner of said Tract 1D; thence N69°28'20"W along the north line of said Tract 1D, 613.18 feet to a recovered 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the northeast corner of said Tract 1D; thence S5°19'07"E along the west line of said Tract 1D, 570.51 feet to a set 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the southwest corner of said Tract 1D; thence S89°26'12"W along the north right of way line of U.S. Highway 62/180, 1207.70 feet to a recovered 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the southeast corner of Lot 2, HMC Leasing, recorded in Book 1781, Page 394, Lea County Records, Lea County, New Mexico; thence N01°07'03"W along the east line of said Lot 2, 811.31 feet to a recovered 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the northeast corner of said Lot 2; thence N69°25'14"W along the north line of said Lot 2, 1045.54 feet to a recovered 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the northeast corner of said Lot 2; thence S87°04'14"W along the north line of Tract 3, Philip McIntire, recorded in Book 1913, Page 108, Lea County Records, Lea County, New Mexico, 1084.61 feet to a recovered 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the northwest corner of said Tract 3; thence S00°44'13"E along the west line of said Tract 3, 880.69 feet to the north right of way line of U.S. Highway 62/180 and the southwest corner of said Tract 3; thence S89°20'12"W along the north right of way line of U.S. Highway 62/180, 552.53 feet to the west line of Section 31; thence N00°40'27"W along the west line of said Section 31, 2533.04 feet to a found 1/2 inch rod accepted as the west quarter corner of said Section 31; thence N68°30'01"E along the north line of the southwest quarter 2586.33 feet to a recovered 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the southwest corner of the northeast quarter of Section 31; thence N01°07'00"W along the west line of the northeast quarter, 2944.12 feet to a found 3/4 inch pipe accepted as the north quarter corner of Section 31; thence N69°34'15"E along the north line of Section 31, 1029.15 feet to the northwest corner of a property of Kress & Patricia Jones, recorded in Book 1009, Page 484, Lea County Records, Lea County, New Mexico; thence S00°25'37"E along the west line of said property of Kress & Patricia Jones, 996.87 feet to the southwest corner of said property of Kress & Patricia Jones; thence N89°34'20"E along the south line of said property of Kress & Patricia Jones, 873.82 feet to the southeast corner of said property of Kress & Patricia Jones; thence N00°25'45"W along the west line of said property of Kress & Patricia Jones, 966.89 feet to the north line of Section 31 and the northeast corner of said property of Kress & Patricia Jones; thence N89°34'15"E along the north line of Section 31, 748.32 feet to a found 5/8 inch rebar and the northeast corner of Section 31; thence S02°44'21"E along the east line of Section 31, 2940.08 feet to a found 1/2 inch iron pipe with cap and the east quarter corner of Section 31; thence S00°45'30"E along the east line of Section 31, 1365.89 feet to the beginning of a non-lanagnt curve, to the left, having a radius of 1084.22 feet which bears S03°20'46"E; thence southwestwaly along said curve an arc length of 375.24 feet and a central angle of 11°44'23" to a set 5/8 inch rebar with aluminum cap marked "PS 16873" and the new proposed northeast corner of said Tract 2A; thence S89°35'23"W along the north line of said Lot 2A, 1083.07 feet to a set 5/8 inch rebar with aluminum cap marked "PS 16873" and the northwest corner of said Lot 2A also being the northeast corner of Dedication; thence S89°35'23"W 60.02 feet along the north line of dedication to a set 5/8 inch rebar with aluminum cap marked "PS 16873" and the northwest corner of said Dedication; thence S01°45'28"E 140.88 feet along the west line of dedication to the Point of Beginning. Said tract of land containing 364.320 acres, more or less, LESS AND EXCEPT a one acre tract of land beginning at a point which lies S89°34'15"W 973.17 feet and S00°25'35"E 2288.00 feet from a found 5/8 inch rebar and the northeast corner of said Section 31; thence S00°25'35"E 208.69 feet thence S89°34'25"W 208.69 feet; thence N00°25'35"W 208.69 feet, thence N89°34'25"E 208.69 feet to the Point of Beginning and containing 1.00 acres, more or less.

NEW LOT 2A DESCRIPTION

A tract of land located in the Southeast Quarter of Section 31, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows:

Commencing at a found 2-1/2 inch brass cap being accepted as the southeast corner of Section 31, then N00°45'30"W along the east line of said Section 31, 100.00 feet, and S89°20'12"W along the north right of way line of U.S. Highway 62/180, 1207.70 feet to a recovered 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" being the southeast corner of Tract 1B, Pilot Travel Centers, Summary Subdivision as recorded in Book 1875, Page 565, Lea County Records, Lea County, New Mexico, and N01°46'16"W along the west right-of-way line of South Goings Lane, 695.78 feet to a recovered 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348", and N01°45'28"W along the east line of Tract 1F, 120.00 feet to a recovered 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" being the northeast corner of said Tract 1F, and N87°45'31"E along the south line of Dedication, 60.00 feet to a set 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" being the southeast corner of said Dedication, and S01°45'28"E, 11.28 feet to a set 5/8 inch rebar with aluminum cap marked "PS 16873" being the Point of Beginning; thence N89°35'23"E 1049.63 feet to the beginning of a non-lanagnt curve, to the right, having a radius of 1084.22 feet which bears S03°20'46"E, thence northwesterly along said curve an arc length of 163.68 feet and a central angle of 8°03'23" along the west right of way line of West County Road to a set 5/8 inch rebar with aluminum cap stamped "PS 16873"; thence S89°35'23"E 1063.07 feet to a set 5/8 inch rebar with aluminum cap stamped "PS 16873"; thence S01°45'28"E 150.04 feet to the Point of Beginning. Said tract of land containing 3.665 acres, more or less.

NEW LOT 3A DESCRIPTION

A tract of land located in the Southeast Quarter of Section 31, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows:

Commencing at a found 2-1/2 inch brass cap being accepted as the southeast corner of Section 31, then N00°45'30"W along the east line of said Section 31, 100.00 feet, and S89°20'12"W along the north right of way line of U.S. Highway 62/180, 1207.70 feet to a found 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" being the southeast corner of Tract 1B, Pilot Travel Centers, Summary Subdivision as recorded in Book 1875, Page 565, Lea County Records, Lea County, New Mexico, and N01°46'16"W along the west right-of-way line of South Goings Lane, 695.78 feet to a recovered 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348", and N01°45'28"W along the east line of Tract 1F, 120.00 feet to a recovered 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" being the northeast corner of said Tract 1F, and N87°45'31"E along the south line of Dedication, 60.00 feet to a set 5/8 inch rebar with aluminum cap marked "PS 16873" being the southeast corner of said Dedication, and S01°45'28"E, 11.28 feet to a set 5/8 inch rebar with aluminum cap marked "PS 16873"; thence N89°35'23"E 1063.07 feet to a set 5/8 inch rebar with aluminum cap marked "PS 16873"; thence S01°45'28"E 150.04 feet to the Point of Beginning. Said tract of land containing 0.552 acres, more or less.

NEW DEDICATION DESCRIPTION

A tract of land located in the Southeast Quarter of Section 31, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows:

Commencing at a found 2-1/2 inch brass cap being accepted as the southeast corner of Section 31, then N00°45'30"W along the east line of said Section 31, 100.00 feet, and S89°20'12"W along the north right of way line of U.S. Highway 62/180, 1207.70 feet to a recovered 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348" and the southeast corner of Tract 1B, Pilot Travel Centers, Summary Subdivision as recorded in Book 1875, Page 565, Lea County Records, Lea County, New Mexico, and N01°46'16"W along the west right-of-way line of South Goings Lane, previously dedicated in Book 1785, Page 325, Lea County Records, Lea County, New Mexico, 695.78 feet to a recovered 5/8 inch rebar with red plastic cap marked "HICKS NMPS 12348"; thence N01°45'28"W 120.00 feet to the Point of Beginning, being a 5/8 inch rebar with aluminum cap marked "PS 16873"; thence N01°45'28"W 140.88 feet to a set 5/8 inch rebar with aluminum cap marked "PS 16873"; thence N89°35'23"E 60.02 feet to a set 5/8 inch rebar with aluminum cap marked "PS 16873"; thence S01°45'28"E 138.78 feet to a set 5/8 inch rebar with aluminum cap marked "PS 16873"; thence S87°45'31"W 60.00 feet to the Point of Beginning and containing 5.19 acres, more or less.

SURFACE AND SUBSURFACE EASEMENT DEDICATION DESCRIPTION

An easement reserved for future Road and utility construction through Section 31, Township 18 South, Range 38 East, New Mexico Principal Meridian, Lea County, New Mexico, more particularly described as follows:

Commencing at a found 2-1/2 inch brass cap being accepted as the southeast corner of Section 31, then N00°45'30"W along the east line of said Section 31, 1052.98 feet then S89°35'23"W 81.44 feet to the Southeast Corner of Lot 2A and the Point of Beginning (P.O.B.); thence along a non-lanagnt curve to the right with a dolla of 3°10'17", a radius of 1084.22 feet and length of 60.01 feet thence N19°39'07"E 87.70 feet to a point of intesection and POC; thence N73°30'01"W 418.44 feet thence along a lanagnt curve to the left with a dolla of 18°58'23", a radius of 1830.00 feet and length of 540.68 feet to a point on the North line of the City of Hobbs Corporate Boundary; thence along said North Line S89°30'38"W 233.33 feet; thence S01°45'29"E 257.40 feet; thence N89°35'23"E 1143.00 feet to the Point of Beginning.



ENGINEERING | SURVEYING | TESTING
DEFINING QUALITY SINCE 1965
100 E. Navajo - Suite 100, Hobbs New Mexico 88241
T 575 393 9827 F 575 393 1543
Pettigrew.us

PROJECT SURVEYOR: R. Mullen
DRAWN BY: E.W., K.B. & H.S.



INDEXING INFORMATION FOR COUNTY CLERK

OWNER: KRESS JONES

LOCATION: PART OF SECTION 31, T18S, R38E, N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO.

REVISIONS

Table with 3 columns: No., DATE, DESCRIPTION

State of New Mexico, County of ...
I do hereby certify that the instrument was filed for record on:

To _____ Day of _____
This _____ A.D.
At _____ O'Clock _____ M.
Cabinet _____ Side _____
Book _____ Page _____
By _____ County Clerk
By _____ Deputy

Summary Subdivision Plat

Wittman Subdivision
FOR Tyler Wittman

PROJECT NUMBER: 2018.1204
REFERENCE NUMBER: 2016.1206

SHEET: 2 of 3
SU - 102

PROJECT SURVEYOR: R. Mulken
DRAWN BY: C.W., K.D. & H.S.



INDEXING INFORMATION FOR COUNTY CLERK

OWNER:
KRESS JONES

LOCATION:
PART OF SECTION 31, T18S, R38E,
N.M.P.M., CITY OF HOBBS, LEA COUNTY,
NEW MEXICO.

REVISIONS

| No. | DATE | DESCRIPTION |
|-----|------|-------------|
| | | |
| | | |
| | | |

State of New Mexico, County of _____
I here by certify that this instrument was filed for record on:

The _____ Day of _____
20____ A.D.

At _____ O'Clock _____ M.

Cabinet _____ Slide _____
Book _____ Page _____

By _____
County Clerk

By _____
Deputy

Summary Subdivision Plat

Wittman
Subdivision
FOR
Tyler Wittman

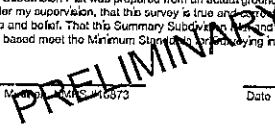
PROJECT NUMBER: 2018.1204
REFERENCE NUMBER: 2016.1206

SHEET: 3 of 3
SU - 103

CERTIFICATE OF SURVEY

I, Richard L. Mulliken, New Mexico Professional Surveyor, hereby certify that this Summary Subdivision Plat was prepared from an actual ground survey performed by me or under my supervision, that this survey is true and correct to the best of my knowledge and belief. That this Summary Subdivision Plat and the field survey upon which it is based meet the Minimum Standards for Surveying in New Mexico.

Richard L. Mulliken, License No. 446373 _____ Date _____



OWNERS STATEMENT AND AFFIDAVIT
State of New Mexico:
County of Lea:

The undersigned first duly sworn on oath, state: On behalf of the owners and proprietors we have of our own free will and consent caused this plat with its tracts to be plotted and the area shown hereon as Roadway Dedication to be dedicated to the public as described in too simple herover. The property described on this plat lies within the plotting jurisdiction of City of Hobbs.

By _____
Kress Jones

ACKNOWLEDGMENT
State Of New Mexico:
County Of Lea:

On this _____ day of _____ 20____, before me, _____ to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal the day and year last above written.

My commission expires: _____

Notary Public _____

CERTIFICATE OF MUNICIPAL APPROVAL

I, Kevin Robinson, Lead Project Manager for the City of Hobbs, Lea County, New Mexico, do hereby certify that the foregoing plat in the City of Hobbs, Lea County, New Mexico, was reviewed and deemed compliant with the Municipal Summary Process Regulations on this _____ day of _____ 20____.

Kevin Robinson, Lead Project Manager _____

Jan Fletcher, City Clerk _____

ACKNOWLEDGMENT
State of New Mexico:
County of Lea:

On this _____ day of _____ 20____, before me, Kevin Robinson and Jan Fletcher to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal the day and year last above written.

My Commission Expires: _____

Notary Public _____

Mr. Sanderson said he thinks granting a variance creates the opportunity for everything to be a variance. He said he thinks they are granting a variance for this specific house.

Mr. Sanderson made a motion, seconded by Mr. Donahue to grant a variance for this property at 28 feet for the 6 foot fence. The vote on the motion was 5-0 and the motion carried.

9) Review and Consider a Summary Subdivision, as submitted by property owner Kress Jones, located northeast of the intersection of Carlsbad Highway and the terminus of Goings Road.

Mr. Robinson said this is a proposed subdivision of a parcel north of the Daggard Draw Car Wash and would require an extension of Goings Road. He said the ordinance requires all the infrastructure to be in place prior to creation of the subdivision and block lengths of 880 feet. He said Knight Oil and Pilot did fair share agreements. He said staff is recommending approval of the subdivision contingent of the developer agreement.

Mr. Kesner asked where the road has been developed too? Mr. Randall said it is up to the north boundary of lot 3A. Mr. Robinson said a single owner owns lot 2A. Mr. Kesner asked if the developer would extend the road to the north of his property. Mr. Robinson said they are doing this a little backwards. He said they want to do the subdivision first and then build the road. He said the Board can approve the subdivision prior to the infrastructure going in place if they approve financial security securing the installation of the infrastructure concurrently.

Mr. Sanderson left the meeting at 11:38am.

Mr. Donahue said that the developer needs to be looking at a Master Plan for all of that land. Mr. Kesner said there are too many access points on W. County Rd. He said they should hire an engineer and then build it and bring a summary plat before the Board. Mr. Randall said before the city enters a developer agreement they need to show their design. Mr. Kesner said that they could enter into a developer agreement based upon 130% of their engineer provided costs. Mr. Robinson said the money will be held by the municipality and can be refunded. He said the block length should also be addressed. He said staff suggests 1320 feet for an industrial park.

Mr. Ingram made a motion, seconded by Mr. Donahue to approve the variance and the block length of 1320 feet once engineering plans have been complete and the 130% of approved engineering cost have been made then they can enter into a developer agreement. The vote on the motion was 4-0 and the motion carried.

10) Review and Consider a front yard setback variance for 900 E. Bell. Bell at this location is classified as a minor residential and does not have a setback violation within the block length. The COHMTP requires a 21' setback (31' BOC) for structures accessed from a minor residential, the proposed structure will be located 5' from the property line (15' BOC).