

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

R. Finn Smith – District 1
Christopher R. Mills – District 2
Larron B. Fields – District 3
Joseph D. Calderón – District 4
Dwayne Penick – District 5
Don R. Gerth – District 6

City Manager

Manny Gomez

September 20, 2021



Hobbs City Commission

Regular Meeting

City Hall, City Commission Chamber

200 E. Broadway, 1st Floor Annex, Hobbs, New Mexico

Monday, September 20, 2021 – 6:00 p.m.

Sam D. Cobb, Mayor

R. Finn Smith
Commissioner – District 1

Joseph D. Calderón
Commissioner – District 4

Christopher R. Mills
Commissioner – District 2

Dwayne Penick
Commissioner – District 5

Larron B. Fields
Commissioner – District 3

Don R. Gerth
Commissioner – District 6

Regular in-person meetings have now resumed in the Hobbs City Commission Chamber. Members of the public are asked to wear a face mask and follow social distancing guidelines. The public is invited to address public comments to the Commission in person at the meeting or submit written comments prior to the meeting. Written comments should be submitted no later than 4:30 p.m. on September 20, 2021, addressed via email to the City Clerk at jfletcher@hobbsnm.org or faxed to (575) 397-9334.

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 September 7, 2021, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Recognition of City Employees - Milestone Service Awards for the Month of September, 2021 (*Manny Gomez, City Manager*)
 - 5 years – Juan Leal, Golf Club House
 - 10 years – Joel Anderson, Golf Maintenance
 - 20 years – Ann Betzen, City Manager’s Office
 - 30 years – Jacque Pennington, Hobbs Express

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.*)

Due to COVID-19, public comment may be submitted in person or in writing. Written comments should be submitted to the City Clerk at jfletcher@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, September 20, 2021.

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

3. Resolution No. 7101 - Approving FY 2021 Capital Asset Inventory (*Toby Spears, Finance Director*)
4. Resolution No. 7102 - Authorizing the Appointment of Hector Baeza to the Labor Management Relations Board (*Manny Gomez, City Manager*)

DISCUSSION

5. American Rescue Plan (*Toby Spears, Finance Director*)

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

6. Resolution No. 7103 – Authorizing Ratification of Related Party Expenditures for Watson Truck & Supply (*Shelia Baker, General Services Director*)
7. Consideration of Approval of a Contract with MWI, Inc., to Install Signal Equipment at the Intersection of Dal Paso and Sanger Through a State Price Agreement in the Amount of \$141,302.26 (*Kevin Robinson, Development Director*)

8. Resolution No. 7104 – Approving a Legislative Grant Agreement for a Capital Appropriation Project in the Amount of \$828,000.00 for a Citywide Fiber Network (*Kevin Robinson, Development Director*)
9. Resolution No. 7105 – Amending the Cemetery Rules and Regulations (*Bryan Wagner, Parks and Open Space Director*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

10. Next Meeting Date:

- City Commission:
Regular Meeting – **Monday, October 4, 2021, 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) 397-9200 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: September 20, 2021

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: September 14, 2021
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of September 7, 2021

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 *T.S.*

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

Minutes of the regular meeting of the Hobbs City Commission held on Tuesday, September 7, 2021, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also viewable to the public via Livestream.

Call to Order and Roll Call

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

Mayor Sam D. Cobb
Commissioner R. Finn Smith
Commissioner Christopher Mills
Commissioner Larron B. Fields
Commissioner Joseph D. Calderón
Commissioner Dwayne Penick
Commissioner Don Gerth

Also present:

Manny Gomez, City Manager
Efren Cortez, City Attorney
Valerie Chacon, Deputy City Attorney
Rocio Ocano, Assistant City Attorney
Mahir Haque, Assistant City Attorney
John Ortolano, Police Chief
Barry Young, Fire Chief
Kevin Shearer, Fire Battalion Chief
Michael Prudencio, EMS Coordinator/Battalion Chief
Todd Randall, City Engineer
Kevin Robinson, Development Director
Tim Woomer, Utilities Director
Toby Spears, Finance Director
Bryan Wagner, Parks & Open Spaces Director
Michael Hughes, Recreation Superintendent
Matt Hughes, Rockwind Golf Course Superintendent
Ron Roberts, Information Technology Director
Bob Hamilton, Reference Librarian
Bobby Arther, Municipal Judge
Ann Betzen, Risk Manager/Executive Assistant
Sandra Boltshauser, Clerk Record Specialist
Mollie Maldonado, Deputy City Clerk
28 citizens

Invocation and Pledge of Allegiance

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

Closed Session

Mayor Cobb stated the Commission convened in closed session on Tuesday, September 7, 2021, at 5:30 p.m., for the discussion of matters subject to the attorney-client privilege pertaining to threatened or pending litigation in Federal or State Courts in which the City is or may become a participant, specifically concerning City of Albq., et al., v. New Mexico Taxation and Revenue Dept. (D-202-CV-2018-08036). The matters discussed in the closed meeting were limited only to that specified above. No action was taken during the meeting.

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting held on Monday, August 16, 2021, be approved as written. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Proclamation Proclaiming Tuesday, September 7, 2021, as "Healthcare Workers Day" in Recognition of their Spirit, Love and Skill Provided to Their Fellowman during the COVID-19 Pandemic

Mayor Cobb read the Proclamation proclaiming Tuesday, September 7, 2021, as "Healthcare Workers Day" in recognition of the spirit, love and skill provided to their fellow man during the COVID-19 pandemic. Mayor Cobb presented the proclamation to a group of local doctors, nurses and EMTs. He profoundly thanked all of them for their service to the citizens of Hobbs and Lea County.

Public Comments

Due to COVID-19, public comments may be submitted in person or in writing. Written comments should be submitted to the Deputy City Clerk at mmaldonado@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on September 7, 2021. There were no public comments.

Consent Agenda

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

Resolution No. 7092 - Authorizing the Mayor to Make Appointments to the Labor Management Relations Board

Resolution No. 7093 – Authorizing the Transfer of Ownership of the Hobbs Police Department K-9 Ares and K-9 Roki

Resolution No. 7094 – Authorizing the Disposition of 26 Sig Sauer, Model P320 Pistols, 21 Taser X2 Electronic Control Devices, and 40,000 Rounds of Obsolete .40 S&W Ammunition and Trade for the Purchases of 21 Taser 7 Electronic Control Devices

Resolution No. 7095 – Authorizing the Disposition of Video Detection and Purchase Four Iteris Next Video Detection Systems for the City of Hobbs Traffic Department

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

Discussion

City of Hobbs Storm on Saturday, August 21, 2021

Mr. Bryan Wagner, Parks and Open Spaces Director, presented a PowerPoint presentation to the Commission which included pictures of the damage from a storm on Saturday, August 21, 2021. According to the National Weather Service, the storm was a microburst with wind speeds of 95 miles per hour and 3.2" of rain. Mr. Wagner stated the microburst ripped up 28 trees at Rockwind Community Links and Harry McAdams Park and tore the door off one of the restrooms. He commended Mr. Matt Hughes, Rockwind Golf Course Superintendent, stating Mr. Hughes was at Rockwind when the microburst hit and he stated the storm was like nothing he had ever experienced before. Mr. Wagner stated Mr. Hughes was at Rockwind early on Sunday, August 22, 2021, to begin the cleanup process. He further stated the Parks and Open Spaces Department assisted the Street Department in removing a tree that fell on a vehicle in another area of town. Mr. Wagner stated 28 new trees have been ordered and replacement of the trees will begin in the fall of 2021 and spring of 2022.

Commissioner Penick also commended Mr. Hughes for his work in the cleanup. He stated he and his wife observed Mr. Hughes and his children picking up limbs and branches early in the morning on Sunday, August 22, 2021.

In response to Commissioner Smith's question, Mr. Todd Randall, City Engineer, stated it is difficult to tell if one area of Hobbs flooded more than another as each storm seems to hit Hobbs differently. He stated there are not much in the way of Federal funds available for flood mitigation inside City Limits.

A discussion was held regarding flood mitigation during development of new residential areas.

Mr. Randall stated funds have been included in the City's FY 2021-22 Budget for a drainage study in Hobbs. He added the last drainage study was conducted in 1998.

Mayor Cobb expressed his hope that the drainage study will give the Commission and City an idea to redirect flood waters in the future.

Action Items

Resolution No. 7096 – Approving a Memorandum of Understanding Between the City of Hobbs and the Hobbs Municipal Schools Concerning Installation of Public Infrastructure Serving Coronado Elementary School and Highland Middle School

Mr. Randall explained the Memorandum of Understanding (MOU) and stated the City of Hobbs and the Hobbs Municipal School (HMS) staff have been in discussions concerning the installation of roadways serving Coronado Elementary School and Highland Middle School, and specifically the projections of Gold, Thompson and Brazos Streets. Execution by both governing authorities will allow each authority to effectuate the installation of the public infrastructures.

There being no discussion, Commissioner Calderón moved that Resolution No. 7096 be approved as presented. Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7097 - Consideration of Approval of an Infrastructure Extension Development Agreement with ALJO, LLC

Mr. Kevin Robinson, Development Director, explained the resolution and stated ALJO, LLC, has requested a public participation infrastructure development agreement concerning the projection of Jefferson Street (+/- 954 Lin. Ft.), Glorietta Drive (+/- 4,000 Lin. Ft.), both minor collectors, and adjacent off-site minor residential streets being the projections of Gold Street, Brazos Street and Thompson Street (+/- 2, 120 Lin. Ft. combined). He stated the Development Agreement would allow for the partial reimbursement of costs to the Developer, upon certification by the Engineer of Record, in an amount not to exceed \$1,222,399.00, providing said infrastructures are installed and certified within 550 days of ratification of the Development Agreement. Additionally, the Development Agreement will place an assessment on that portion of Glorietta Drive herein emplaced of \$132.25 per lineal foot (\$529,000.00 total assessments) and require the Developer to pay the assessment at time of development, subdivision or conveyance. Mr. Robinson stated the City would be reimbursed for the cost of the development when any other developer builds on the other side of the roadway.

Mr. Alberto Caballero with ALJO, LLC, thanked the Commission for its continued support. He stated as a local developer, he appreciates the faith and confidence the City has shown in his company.

Mayor Cobb thanked Mr. Caballero for his commitment to the community.

There being no further comments or discussion, Commissioner Calderón moved that Resolution No. 7097 be approved as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7098 - Approving the Dedication of a Portion of the Projection of Texaco North of West Marland Boulevard Located in Section 32, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico

Mr. Robinson stated the Dedication Plat for Right of Way of a portion of the projection of Texaco, north of West Marland Boulevard, has been submitted for review and consideration. He further stated the dedication parcel will contain +/- .50 acres. The Planning Board reviewed this issue on August 9, 2021, and voted 4-0 to recommend approval.

There being no questions or discussion, Commissioner Gerth moved that Resolution No. 7098 be approved as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7099 - Approving the Submission of the FY 2022 New Mexico State Fire Marshal Fire Protection Grant

Hobbs Fire Chief Barry Young explained the resolution and stated the City of Hobbs Fire Department (HFD) is eligible to participate in the FY22 NM State Fire Marshal Fire Protection Grant. The grant will award a single applicant a maximum of \$150,000 for critical needs identified by the department. He further stated HFD wishes to utilize this grant for the purchase of one Raven CFS Eagle Air Breathing Air Compressor System and 11 SCOTT SCBA air packs. Additionally, the department is eligible to request a second grant up to \$25,000 for the purpose of providing stipends, supplementing recruitment and retention programs, or educational programs. Fire Chief Young stated HFD will request the additional \$25,000 for recruiting, retention, and educational purposes. He added, unlike past grant agreements, there is no City match for funds.

There being no further discussion, Commissioner Fields moved that Resolution No. 7099 be approved as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

PUBLICATION - A Proposed Ordinance Adopting Chapter 5.06 of the Hobbs Municipal Code for the Possession, Cultivation, Manufacture and Sale of Cannabis

Ms. Valerie Chacon, Deputy City Attorney, explained the proposed ordinance and stated it complies with House Bill 2 (HB2) which was passed during the 2021 First Special Session of the 55th Legislature and is now codified in NMSA 1978, Section 26-2C-1, et seq. The legislation authorized the possession, cultivation, manufacture, and sale of cannabis and cannabis-derived products in New Mexico. NMSA 1978, Section 26-2C-12 authorizes a municipality to adopt time, place and manner rules regarding cannabis establishments. She stated this proposed ordinance establishes the time, place and manner rules in Hobbs, New Mexico.

Ms. Chacon presented a PowerPoint presentation outlining Chapter 5.06 of the Hobbs Municipal Code and briefly described each chapter.

In response to Commissioner Mills' question, Mr. Efren Cortez, City Attorney, stated the City's liability is not preempted by the Code. He explained the State made the Cannabis Regulation Act into law and should the City enact an ordinance that is more permissive than the Cannabis Regulation Act, the City would be in violation. He further stated as long as the City acts within the confines of the State's Cannabis Regulation Act, the City will be protected from liability.

In answer to Commissioner Gerth's inquiry, Ms. Chacon stated there is no case law on the regulation of cannabis at this time.

In response to Commissioner Penick's question, Ms. Chacon stated the City's proposed ordinance is within the confines of the State law and does not violate the Dee Johnson Clean Indoor Air Act and the Lynn and Erin Compassionate Use Act, which regulates medical marijuana use.

Commissioner Penick stated he does not agree with the possession, cultivation, manufacture and sale of cannabis.

Mayor Cobb stated not moving forward with the proposed ordinance regulating the possession, cultivation, manufacture and sale of cannabis will be worse for the City legally. He further stated the State expressly denied municipalities the ability to criminalize marijuana possession, cultivation and use in the Cannabis Regulation Act.

Commissioner Penick stated the Cannabis Regulation Act is vague and does not clearly outline restrictions on growth. He added he would prefer a law that is right the first time.

Ms. Chacon stated the Commission can modify the ordinance in the future, if desired, as long as the changes do not violate the Cannabis Regulation Act, the Dee Johnson Clean Indoor Air Act and the Lynn and Erin Compassionate Use Act.

City Manager Manny Gomez reminded the Commission that this proposed ordinance is for publication only.

In response to Commissioner Smith's question, Ms. Chacon stated the proposed ordinance must be published at least two weeks prior to the final adoption of the ordinance. She stated if approved for publication, the final adoption of the proposed ordinance would come before the Commission on October 4, 2021, allowing time for the public to contact the Commissioners.

A brief discussion was held on how to get information to the public so they may weigh in on the proposed ordinance regarding possession, cultivation, manufacture and sale of cannabis. City Manager Gomez suggested holding a work session or workshop to discuss the proposed cannabis ordinance with citizens.

Commissioner Smith suggested Ms. Meghan Mooney, Communications Director, get the word out to the public to contact the Commission regarding their opinions on the proposed cannabis ordinance. He also requested a link for the entire proposed ordinance be placed on the City's website, www.hobbsnm.org, so the citizens may view it in its entirety.

Ms. Chacon continued her presentation and explained each mature marijuana plant needs approximately six gallons of water per day to grow. She stated the proposed ordinance addresses water usage by requiring the cannabis producer to have an approved Cultivation Plan as part of their application for the City. She further stated the Cultivation Plan will include how the producer will connect to a 10" water pipeline system and the Cultivation Plan must be approved by the Utilities Director. Ms. Chacon explained the concerns for water depletion of the Ogallala Aquifer, which provides the water supply for the City of Hobbs.

In response to Commissioner Gerth's inquiry, Ms. Chacon stated cannabis producers will have to comply with the City's Water Conservation Plan.

Commissioner Mills stated water usage by the cannabis producers should be tracked in order to prevent a rise in the cost of water to residential services.

In answer to a question from Commissioner Gerth, Mr. Cortez stated carrying a concealed weapon in a vehicle with marijuana would fall under the same category as driving under the influence and is not permissible. Police Chief John Ortolano stated determining impairment is difficult. He further stated a Drug Recognition Expert (DRE) Certification is one of the most difficult certifications for a police officer to obtain.

Commissioner Fields stated he never thought the legalization and regulation of cannabis would be something the Commission would have to discuss. He further stated it is important to have everything in order before the proposed ordinance regulating the possession, production and sale of cannabis goes to the public.

Mayor Cobb stated the proposed ordinance is very descriptive. He stated the proposed ordinance must stay within the law; however, the proposed ordinance must also protect the public.

In response to Commissioner Fields' question, Ms. Chacon stated the proposed Cannabis Regulation Ordinance will govern only those businesses producing cannabis for profit. Individuals can grow up to six cannabis plants per person at their home, with a household limit of 12 plants.

There being no further discussion, Commissioner Gerth moved to publish the proposed ordinance adopting Chapter 5.06 of the Hobbs Municipal Code for the Possession, Cultivation, Manufacture and Sale of Cannabis as presented. Commissioner Smith seconded the motion and stated while he does not agree with the subject, he feels it is better to publish the City's Cannabis Regulation Ordinance than to do nothing. The vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the proposed ordinance is attached and made a part of these minutes.

PUBLICATION - A Proposed Ordinance Amending the Uniform Traffic Ordinance as Set Forth in Chapter 10.04 of the Hobbs Municipal Code

Ms. Rocio Ocano, Assistant City Attorney, explained the proposed ordinance and stated the Uniform Traffic Ordinance (UTO) was adopted by the City of Hobbs on September 5, 2016, via Ordinance No. 1095. In 2017, 2019, and 2020, the New Mexico Municipal League (NMML) proposed amendments to the UTO. She further stated the proposed ordinance amendments are authorized by Section 10.04.030 of the Hobbs Municipal Code wherein any amendments to the UTO are adopted via ordinance. The proposed amendments pertain to Articles VI, VII, IX, and X of the UTO. These proposed amendments are summarized as follows:

- Article VI: 12-6-12.2A-Driving while Intoxicated with a Minor in the Vehicle (new section); 12-6-12.6-Unlawful Use of License; Driving when Privilege to do so has been Suspended or Revoked (amended); 12-6-12.8-Driving while License Administratively Suspended (new section);
- Article VII: Section 12-7-9.2-Operation of Off-Highway Motor Vehicles on Streets or Highways - Prohibited Areas (amended);
- Article IX: Section 12-9-9(A) (amended);
- Article X: Section 12-10-6 (amended).

Ms. Ocano stated all amendments that are set forth comply with various changes to the Motor Vehicle Code enacted by the New Mexico Legislature. Pursuant to NMSA 1978, §3-17-3, publication of this proposed ordinance is required at least two weeks prior to consideration of final adoption by the City Commission and, if approved, will come back to the Commission for final approval on October 4, 2021.

In response to Commissioner Mills' inquiry, Mr. Cortez stated in the possible case of an elderly person forgetting to attach the placard indicating disability, a reasonable attorney would most likely find a plea that would not harm the elderly person. Commissioner Mills disagreed with the language of the proposed amendments to the ordinance.

In answer to Commissioner Mills' question, Ms. Ocano clarified the proposed ordinance will give the City the authority to determine whether or not street legal off-road vehicles will be able to drive on City streets.

Commissioner Penick stated if the City does create a regulation as allowed by the proposed ordinance for off-road vehicles on City streets, the age of the driver should be a factor. This will protect young people without a driver's license from driving off-road vehicles with automobiles.

There being no further discussion, Commissioner Penick moved to publish the proposed ordinance amending the Uniform Traffic Ordinance as set forth in Chapter 10.04 of the Hobbs Municipal Code as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills no, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the proposed ordinance and supporting documentation are attached and made a part of these minutes.

PUBLICATION - A Proposed Ordinance Amending Chapter 9.28 of the Hobbs Municipal Code Related to Drugs and Drug Paraphernalia

Mr. Cortez explained the proposed ordinance and stated the proposed ordinance amends Chapter 9.28 of the Hobbs Municipal Code entitled "Drugs and Drug Paraphernalia." He further stated the amendments bring Chapter 9.28 into compliance with the statutory changes enacted by the New Mexico Legislature related to "paraphernalia" as defined in Senate Bill 323 (SB 323), HB2 and the decriminalization of marijuana in HB2. Mr. Cortez stated the proposed ordinance changes Section 9.28.010 to a "definition" section only and strikes references to "marijuana" from the definition section. Mr. Cortez stated the proposed ordinance adds Section 9.28.015 which addresses possession of paraphernalia to comply with the State statute and repeals Section 9.28.020 which, in its current state, criminalizes possession of one ounce or less of marijuana. He further stated all other sections of Chapter 9.28, outside of the three sections referenced, remain unchanged.

In response to Commissioner Smith's question, Mr. Cortez stated if the Commission chose not to adopt the proposed changes to this ordinance, it would become unenforceable within five to ten years. He added with the changes to the New Mexico House Bill 4, the New Mexico Civil Rights Act, which permits individuals to bring a claim

against a public body or person acting on behalf of a public body, police officers and the City could end up with a lawsuit for violation of privileges or immunities granted by New Mexico State Statutes.

In answer to Mayor Cobb's question, Mr. Cortez stated the proposed amendments to the ordinance do not affect the current ordinance in regards to spice and bath salts.

In response to Commissioner Mills' inquiry, Mr. Cortez confirmed the proposed ordinance will mirror state law regarding drugs and drug paraphernalia.

In response to Commissioner Gerth's question, Mayor Cobb stated the New Mexico Legislature passed the Cannabis Regulation Act during a Special Legislative Session. He expressed his appreciation to the Legal Department for their work on these proposed ordinances.

Mr. Cortez stated the K-9s that were retired as an item on the Consent Agenda were trained to sniff out cannabis. He further stated it is the City's hope that K-9s that have not been trained to sniff out cannabis can be found to replace these K-9s.

There being no further discussion, Commissioner Gerth moved to publish the proposed ordinance amending Chapter 9.28 of the Hobbs Municipal Code related to drugs and drug paraphernalia as presented. Commissioner Smith seconded the motion and stated while he does not agree with the subject, he feels it is better to publish the City's proposed ordinance amending Chapter 9.28 than to do nothing. The vote was recorded as follows: Smith yes, Mills no, Fields yes, Penick no, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the proposed ordinance is attached and made a part of these minutes.

Commissioner Smith invited citizens of Hobbs to contact him to discuss the amendments to Chapter 9.28 of the Hobbs Municipal Code related to drugs and drug paraphernalia as well as the proposed ordinance adopting Chapter 5.06 of the Hobbs Municipal Code for the possession, cultivation, manufacture and sale of cannabis. He stated he really wants to hear how the citizens feel about these issues.

FINAL ADOPTION - Ordinance No. 1132 - An Ordinance Establishing a Veterans Advisory Board

City Manager Gomez presented a proposed ordinance amending Chapter 2 of the Hobbs Municipal Code to establish a new Veterans Advisory Board. He thanked all of the volunteers who have given their time to serve on the various City Advisory Boards and Committees. He stated the Veterans Advisory Board will:

- Consist of five (5) members appointed by the Mayor with the advice and consent of the Commission;
- Advise the City Commission on veteran affairs and issues of importance to our local veterans;

- Highlight contributions and needs of our local veterans;
- Organize events and assist in decisions concerning the Hobbs Veterans Memorial Park Hobbs Army Airfield (HAAF);
- Seek to resolve any conflicts or concerns posed by local veterans in our community;
- Recommend policies and procedures related to the preparation, care, and maintenance of the Hobbs Veterans Memorial Park HAAF;
- Be the sole authority to authorize placement of any names or inscriptions at the Hobbs Veterans Memorial Park HAAF.

City Manager Gomez stated there will be a staff liaison appointed to assist the Veterans Advisory Board as well as a City Commission liaison. If approved, the Veterans Advisory Board will be scheduled to meet once every two months and its members will serve a two-year term.

There being no further discussion and no citizen comments, Commissioner Fields moved to adopt Ordinance No. 1132 amending Chapter 2 of the Hobbs Municipal Code establishing a Veterans Advisory Board as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the proposed ordinance and supporting documentation are attached and made a part of these minutes.

Resolution No. 7100- Approving the Mediation Settlement Agreement in D-202-CV-2018-08036

Mr. Cortez stated this resolution authorizes the Mayor and City Manager to execute any and all documents necessary to finalize approval of a proposed Mediation Settlement Agreement in D-101-CV-2018-08036. He explained the Mediation Settlement Agreement will settle of all claims brought against the New Mexico Taxation and Revenue Department (NMTRD) for payments that were incorrectly withheld from the gross receipts tax paid to the City. He added the settlement requires NMTRD to pay a total sum of \$50 Million to be divided amongst the 44 petitioners using an allocation formula with the City receiving \$2,688,632.41. The Mediation Settlement Agreement requires the City of Hobbs to dismiss all of its claims against NMTRD, as well as those that could have been brought through May 31, 2021, and the City of Hobbs will not be required to pay any litigation expenses or reimbursements to the New Mexico Municipal League (NMML). Mr. Cortez stated the City of Hobbs will pay a contingency fee (including GRT) to contract attorneys Gallagher & Kennedy, P.C. in the amount of \$291,548.58. He further stated approval of the Mediation Settlement Agreement by the governing bodies of all 44 municipalities and counties is a requirement for final approval of the settlement. Mr. Cortez commended Mayor Cobb and former Commissioners Taylor and Newman for their tenacity in reaching this settlement. He stated the City of Hobbs was not always looked at in a favorable light during the negotiations because Hobbs' leaders held out for the best outcome for the citizens of Hobbs.

Commissioner Fields thanked the Legal Department for keeping the Commission briefed on the litigation matter with the NMTRD.

Commissioner Mills agreed and stated there is always good communication with the Legal Department.

Commissioner Penick expressed his appreciation and stated Mayor Cobb and the Legal Department represent Hobbs well.

Mayor Cobb stated during the General Session of the NMML Annual Conference, Mayor Tim Keller of Albuquerque, New Mexico, applauded the City of Hobbs and stated the Mediation Settlement Agreement with NMTRD would not have had such a favorable outcome without the City of Hobbs.

In response to Commissioner Smith's inquiry, Mr. Cortez stated the Mediation Settlement Agreement with NMTRD states the City of Hobbs will not be required to reimburse the NMML for the fees incurred with the lawsuit; however, Gallagher & Kennedy, P.C. will be reimbursing NMML for the costs incurred.

There being no further discussion, Commissioner Smith moved to approve Resolution No. 7100 as presented. Commissioner Mills seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Mayor Cobb stated the next regular Commission Meeting will be held on Monday, September 20, 2021, at 6:00 p.m.

City Manager Gomez commended Mr. Cortez and Ms. Chacon and the Legal Department for surpassing the daily expectations put upon the Legal Department. He thanked them for acting on the drive and motivation of the Commission.

City Manager Gomez thanked Mr. Wagner and the Parks and Open Spaces Department for their quick response to the recent microburst storm. He stated the Street Department, Utilities Department, Public Safety and Parks and Open Spaces Department have worked jointly together to take care of the citizens during the recent unpredictable weather incidents.

City Manager Gomez asked the Commission and public to remember City employees in their thoughts and prayers. He stated within the last three weeks, the City has lost a retired employee and an active employee to COVID-19 and lost another active employee to a vehicle accident. He added another City employee was recently flown to Albuquerque due to COVID-19 issues.

Commissioner Gerth stated this was a tough meeting and even though everyone may not agree, he welcomes the constituents from District 6 as well as citizens who live in other districts to contact him and share their thoughts on the ordinances proposed at this meeting. He thanked everyone for coming to the meeting.

Commissioner Mills stated he does not care much for signing off on poorly written laws. He expressed his frustration over the lack of options and understanding the purpose of changes made by the State Legislature to existing laws.

Commissioner Fields stated everyone is put into situations where they do not feel comfortable or may not agree. He stated the Commissioners are not put in place to vote based on their personal opinions. He added it is up to the Commission to look at the laws closely to see what the City will be facing.

Commissioner Fields commended City Manager Gomez for his continued support for the clean-up work in District 3. He suggested the City take a look at strengthening the ordinances currently in the Hobbs Municipal Code to hold property owners accountable for the weeds and trash on their property. He stated everyone wants to attract businesses to Hobbs and homeowners should want the City to look attractive.

Commissioner Penick stated he was able to attend the NMML Annual Conference and it was good to see business returning to normal, even with masks. He further stated he is not in agreement with the legalization of cannabis and he feels the legislation was not handled properly. He expressed his appreciation to the Legal Department for the work they have done on the proposed ordinances presented tonight.

Commissioner Smith stated he enjoyed representing the City at the NMML Conference. He stated a lowlight of the NMML Conference was the discussion on cannabis. He added he does not feel recreational use of cannabis will create an economic windfall. Commissioner Smith encouraged all citizens to reach out with their opinions so he can hear all sides of the issue.

Commissioner Smith commended the Department Heads for their responsiveness when dealing with citizen complaints and issues.

Mayor Cobb stated he had the opportunity to serve on the Tax Committee panel at the NMML Annual Conference regarding House Bill 6 (HB6). He expressed his thanks to Mr. Toby Spears, Finance Director, and Mr. Cortez for the information they provided and he stated he was well-informed. Mayor Cobb stated HB6 will negatively impact Southeastern New Mexico. He added by gathering information now, he hopes to be well prepared for the Legislative Session in February, 2022, wherein he hopes a change will be made to HB6.

Adjournment

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 8:07 p.m.

JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk



PROCLAMATIONS

AND

**AWARDS OF
MERIT**

September Milestones 2021

5 years

Juan Leal	Golf Club House	9/25/2016
-----------	-----------------	-----------

10 years

Joel Anderson	Golf Maintenance	9/19/2011
---------------	------------------	-----------

20 years

Ann Betzen	City Manager's Office	9/27/2001
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30 years

Jacqueline Pennington	Hobbs Express	9/23/1991
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CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 20, 2021

SUBJECT: Resolution approving FY2021 Capital Asset Inventory
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: 09/09/21
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

The City Commission should certify the Capital Asset Inventory annually per Section 2.20.1.16.E NMAC which states "The results of the physical inventory shall be recorded in a written inventory report, certified as to correctness and signed by the governing authority of the agency." Amounts submitted for certification for the Fiscal Year ending June 30, 2021 are as follows:

- Governmental Fixed Assets \$376,111,026.09
- Business Type Activity Fixed Assets \$166,540,302.06

Each department has been provided a listing of the assets related to their various areas and have submitted a certification of correctness to the Finance Department.

Fiscal Impact:

No fiscal impact.

Reviewed By: 
Finance Department

Attachments:

- Resolution,
- A summary of capital assets detailing the beginning balance, additions, deletions and the FY21 ending balance.

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Approval of resolution.

Approved For Submittal By:


Department Director

City Manager 15

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. 7101

A RESOLUTION APPROVING THE CITY OF
HOBBS 2021 FISCAL YEAR CAPITAL ASSET INVENTORY

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS,
NEW MEXICO that the City Commission hereby approves and certifies the City of
Hobbs Fiscal Year 2021 Capital Asset Inventory.

PASSED, ADOPTED AND APPROVED THIS 20th day of September, 2021.

JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk

Governmental Activities:

	Balance June 30, 2020	Additions	Deletions	Balance June 30, 2021
Capital assets not being depreciated:				
Land	7,064,264.89	735,640.53	241,219.90	7,558,685.52
Construction in progress	3,430,820.19	1,533,186.12	285,741.13	4,678,265.18
	<u>10,495,085.08</u>	<u>2,268,826.65</u>	<u>526,961.03</u>	<u>12,236,950.70</u>
Capital assets being depreciated:				
Buildings	100,245,565.18	3,314,496.20	132,036.16	103,428,025.22
Equipment	54,076,783.43	2,262,468.77	640,244.24	55,699,007.96
Land improvements	72,743,934.34	539,100.21		73,283,034.55
Infrastructure	128,562,200.84	309,030.11		128,871,230.95
	<u>355,628,483.79</u>	<u>6,425,095.29</u>	<u>772,280.40</u>	<u>361,281,298.68</u>
Amortizable assets				
Intangible assets	<u>2,592,776.71</u>			<u>2,592,776.71</u>
Total amortizable assets	<u>2,592,776.71</u>	-	-	<u>2,592,776.71</u>
Total capital assets	<u>368,716,345.58</u>	<u>8,693,921.94</u>	<u>1,299,241.43</u>	<u>376,111,026.09</u>

Business-type Activities:

	Balance June 30, 2020	Additions	Deletions	Balance June 30, 2021
Capital assets not being depreciated:				
Land	12,472.69			12,472.69
Construction in progress	15,569,352.32	931,520.02		16,500,872.34
	<u>15,581,825.01</u>	<u>931,520.02</u>	<u>-</u>	<u>16,513,345.03</u>
Capital assets being depreciated:				
Buildings	28,433,125.17	6,237.98		28,439,363.15
Equipment	44,472,906.74	643,864.95		45,116,771.69
Land improvements	2,341,196.73			2,341,196.73
Infrastructure	73,497,778.66	626,846.80		74,124,625.46
	<u>148,745,007.30</u>	<u>1,276,949.73</u>	<u>-</u>	<u>150,021,957.03</u>
Amortizable assets				
Intangible assets	5,000.00			5,000.00
Total amortizable assets	<u>5,000.00</u>	<u>-</u>	<u>-</u>	<u>5,000.00</u>
Total capital assets	<u>164,331,832.31</u>	<u>2,208,469.75</u>	<u>-</u>	<u>166,540,302.06</u>



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 9-20-21

SUBJECT: A Resolution Authorizing the Mayor to Make An Appointment to the Labor Management Relations Board

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: 9-14-21
SUBMITTED BY: Ann Betzen

Summary:

The Mayor would like to re-appoint Hector Baeza to the Labor Management Relations Board; term expires September 20, 2022.

Fiscal Impact:

There is no fiscal impact to 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
Ann Betzen for
City Manager T.S.

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. 7102

A RESOLUTION AUTHORIZING THE MAYOR
TO MAKE AN APPOINTMENT TO
THE LABOR MANAGEMENT RELATIONS BOARD

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to re-appoint Hector Baeza to the Labor Management Relations Board. This appointment is for a one year term which will expire September 20, 2022.

PASSED, ADOPTED AND APPROVED this 20th day of September, 2021.

JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk

ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 20th, 2021

SUBJECT: Ratification of Related Party Expenditures for Watson Truck & Supply
DEPT. OF ORIGIN: General Services Department
DATE SUBMITTED: September 14, 2021
SUBMITTED BY: Shelia Baker, General Services Director

Summary:

The City of Hobbs currently has approximately \$4,706.63 in service invoices for Watson Truck & Supply. To comply with the City of Hobbs Procurement ordinance and governmental conduct act, the following procedure must be followed:

4. If a conflict of interest arises with an employee/elected official, any future goods or services provided by the related party shall be subject to a competitive process and disclosed at a future City Commission meeting.

a. A competitive process is defined as written quotes with a minimum of three (3) vendors. The dollar amount threshold for the written quotes is one thousand dollars (\$1,000.00) to seventy five thousand dollars (\$75,000.00). The recommended vendor, if an employee or elected official, shall require disclosure at a City Commission meeting.

Fiscal Impact:

Reviewed By: _____


Finance Department

The City of Hobbs Garage division currently has approximately \$170,000.00 budgeted for machine repair and maintenance.

Attachments:

Resolution, Purchase Orders and Invoices

Legal Review:

Approved As To Form: _____


City Attorney

Recommendation:

Approval of invoices to Watson Truck & Supply.

Approved For Submittal By:



Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

CITY OF HOBBS

RESOLUTION NO. 7103

A RESOLUTION RATIFYING A RELATED PARTY EXPENDITURE FOR
WATSON TRUCK & SUPPLY

WHEREAS, the City of Hobbs currently is holding three (3) invoices totaling approximately \$4,706.63 for Watson Truck & Supply in Hobbs, New Mexico, for FY 2021-22; and

WHEREAS, District 1 City Commissioner R. Finn Smith has, upon his appointment to the position, alerted the City of Hobbs that he has a substantial financial interest in Watson Truck & Supply in Hobbs, New Mexico; and

WHEREAS, City staff was untimely in putting in place the necessary measures to notify staff of any potential related party expenditure following Commissioner Smith's appointment; and

WHEREAS, Watson Truck & Supply has provided service to the City of Hobbs' heavy equipment for over a decade, a business relationship that predates the appointment of Commissioner Smith as District 1 City Commissioner; and

WHEREAS, pursuant to NMSA 1978, § 10-16-1, et seq., and Hobbs Municipal Code Section 2.01.050, the City Commission, with an abstention from any related Commissioner, should consider whether or not the expenditure is in the best interest of the City of Hobbs; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City Commission, with the abstention of the

related Commissioner, approves the payment of the three (3) invoices for Watson Truck & Supply in Hobbs, New Mexico in the amount of \$4,706.63.

PASSED, ADOPTED AND APPROVED this 20th day of September, 2021.

JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk



Bill To

City of Hobbs
 Attn: Accounts Payable
 200 E. Broadway St
 Hobbs, NM 88240

PHONE
 (575) 397-9244

HOURS
 Monday - Friday
 8:00 am - 5:00 pm
www.hobbsnm.org

Purchase Order

Fiscal Year 2022

Page: 1 of 1

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **22201156**

Delivery must be made within doors of specified destination.
 Invoices must be addressed to:
 City of Hobbs, Attn: Accounts Payable.

Vendor

WATSON TRUCK & SUPPLY INC
 1501 N GRIMES
 HOBBS, NM 88240

Ship To

GENERAL SERVICES/GARAGE
 200 E BROADWAY ST
 HOBBS, NM 88240
 Phone: 575-397-9319

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
575-397-2411	575-397-1443	12201377		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
08/17/2021	12915			GENERAL SERVICE - GARAGE
NOTES				

REPAIRS TO UNIT #0982

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	REPAIRS TO UNIT #0982 GL Account: 010420 - 42403	1.0	EACH	\$4,662.68	\$4,662.68
GL SUMMARY					
	010420 - 42403			\$4,662.68	

Total Ext. Price	\$4,662.68
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00

Purchase Order Total \$4,662.68

Authorized Signature



Bill To

City of Hobbs
 Attn: Accounts Payable
 200 E. Broadway St
 Hobbs, NM 88240

PHONE
 (575) 397-9244

HOURS
 Monday - Friday
 8:00 am - 5:00 pm
www.hobbsnm.org

Fiscal Year 2022

Page: 1 of 1

Purchase Order

**THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKAGES AND SHIPPING PAPERS.**

Purchase Order # **22200081**

Delivery must be made within doors of specified destination.
 Invoices must be addressed to:
 City of Hobbs, Attn: Accounts Payable.

Ship To

GENERAL SERVICES/GARAGE
 200 E BROADWAY ST
 HOBBS, NM 88240
 Phone: 575-397-9319

Vendor

WATSON TRUCK & SUPPLY INC
 1501 N GRIMES
 HOBBS, NM 88240

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE	
575-397-2411	575-397-1443	12200092		
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
07/01/2021	12915			GENERAL SERVICE - GARAGE
NOTES				

BLANKET

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	BLANKET GL Account: 010420 - 42403	1.0		\$500.00	\$500.00
GL SUMMARY					
	010420 - 42403			\$500.00	

Total Ext. Price	\$500.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00
Purchase Order Total	\$500.00

Authorized Signature

CUSTOMER #: 303003

284913



CITY OF HOBBS
ATTN: ACCTS PAYABLE
200 E BROADWAY
HOBBS, NM 88240
HOME: 575-397-9244 CONT: 575-631-4422
BUS: 575-397-9319 CELL:

#0982
4828 HRS.

INVOICE

P.O. BOX 10 · HOBBS NEW MEXICO 88241
575-397-2411 FAX # 575-397-1679
AFTER HOURS: 575-399-3749
SALES - PARTS
SERVICE

PAGE 1
SERVICE ADVISOR: 2412 DAN WHARFF

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
	08	INTERNATIONAL 4300	1HTMMAAN98H560105		62897/62897	T0982	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
12FEB07 DD			17:00 09AUG21	22201156		CHG	18AUG21
R.O. OPENED	READY	OPTIONS: STK:8I032 ENG:2U2172608					
09AUG21	18AUG21						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CHECK AND ADVISE FOR ENGINE CRANKS BUT WON'T START							
101	LABOR	08/18/21					
	2490	CTN				840.00	840.00
1	3504540C1	FUSE 40 AMP AUTOFUSE BLADE TYP		4.50	3.78		3.78
1	3594396C92	TANK, CABLE BATTERY*BATT INTERC		171.00	129.68		129.68
1	5010581R91	TRBOCHGR, KIT TURBO REMAN 466/5		4111.42	3162.64		3162.64
101	LABOR	08/18/21					
	2491	CTN				210.00	210.00
62897 INNER CONNECT CABLE WITH FUSE REPLACED TO CORRECT CRANK NO START, TEST DRIVE SHOWS UNIT TO HAVE LOW POWER AND TURBO ACTUATOR CYCLING EXCESSIVELY, TURBO NOZZLE RING LOCKED UP, REMOVE AND REPLACE TURBO, CLEAN SUPPLY SCREEN, REASSEMBLE AND TEST DRIVE, CLEAR CODES AND RELEASE TO CUSTOMER.							
***** CUSTOMER PAY EPA & SHOP SUPPLIES FOR REPAIR ORDER							58.72

RECEIVED

AUG 24 2021

FINANCE DEPT
E. GONZALEZ

7029 9.1

STATEMENT OF DISCLAIMER	DESCRIPTION	TOTALS
The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.	LABOR AMOUNT	1050.00
	PARTS AMOUNT	3296.10
	GAS, OIL, LUBE	0.00
	SUBLET AMOUNT	0.00
	MISC. CHARGES	58.72
	TOTAL CHARGES	4404.82
	LESS INSURANCE	0.00
	SALES TAX	71.53
	CUSTOMER SIGNATURE <i>[Signature]</i>	PLEASE PAY THIS AMOUNT



P.O. BOX 10
 HOBBS, NEW MEXICO 88241
 575-397-2411
 FAX: 575-397-1679
 AFTER HOURS: 575-399-1644



SALES - PARTS
 SERVICE

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.
 NO RETURNS ON ELECTRICAL OR SPECIAL ORDER PARTS.
 NO RETURNS AFTER 30 DAYS. 10% RE-STOCK CHARGE ON ALL RETURNED PARTS.

DISCLAIMERS OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

22200081

DATE ENTERED 25 AUG 21	YOUR ORDER NO. 22101185	DATE SHIPPED 26 AUG 21	INVOICE DATE 26 AUG 21	INVOICE NUMBER 349207DO
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ACCOUNT NO. 303003

PAGE 1 OF 1

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T
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CITY OF HOBBS
 ATTN: ACCTS PAYABLE
 200 E BROADWAY
 HOBBS, NM 88240

S
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T
O
1200 E STANOLIND RD
 HOBBS, NM 88240

SHIP VIA 4S7AU2D91CC075238	SLSM. 2345	B/L NO.	TERMS CHARGE	F.O.B. POINT HOBBS NM
-------------------------------	---------------	---------	-----------------	--------------------------

QTY	SHIP	QTY	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	9976230	15 PSI DOUBLE SEAL RAD C	105.98	85.00	85.00
			****SPARTAN FIRE				
			****ESN = 73327153				
			FREIGHT	90.00			

net # 1712
 Hand → 1525

RECEIVED

AUG 30 2021
 FINANCE DEPT
 E GONZALEZ

Thank
 You
 For
 Your
 Business!

****THANK YOU FOR YOUR BUSINESS****
 PRINT NAME X _____

(575) 397-9244

CUSTOMER'S SIGNATURE
 X *[Signature]*

PARTS	85.00
SUBLET	
FREIGHT	90.00
SALES TAX	0.00
TOTAL	\$175.00

1/5 MORE



P.O. BOX 10
 HOBBS, NEW MEXICO 88241
 575-397-2411
 FAX: 575-397-1679
 AFTER HOURS: 575-399-1644



SALES - PARTS
 SERVICE

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.
 NO RETURNS ON ELECTRICAL OR SPECIAL ORDER PARTS.
 NO RETURNS AFTER 30 DAYS. 10% RE-STOCK CHARGE ON ALL RETURNED PARTS.

DISCLAIMERS OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

22200081

DATE ENTERED 26 AUG 21	YOUR ORDER NO. 22100457	DATE SHIPPED 26 AUG 21	INVOICE DATE 26 AUG 21	INVOICE NUMBER 349310DO
---------------------------	---------------------------------------	---------------------------	---------------------------	----------------------------

ACCOUNT NO. 303003

PAGE 1 OF 1

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 CITY OF HOBBS
 ATTN: ACCTS PAYABLE
 200 E BROADWAY
 HOBBS, NM 88240

S
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T
O
 1200 E STANOLIND RD
 HOBBS, NM 88240

SHIP VIA ESN 73327153	SLSM. 1672	B/L NO.	TERMS CHARGE	F.O.B. POINT HOBBS NM
--------------------------	---------------	---------	-----------------	--------------------------

QTY	SHIP	ED	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	5273379	THERMOSTAT	65.12	55.28	55.28
				<i>Engine (511)</i>			
				<i>Unit → 1378</i>			
				<i>Home → 5135</i>			

RECEIVED
 AUG 30 2021
 FINANCE DEPT
 E. GONZALEZ

*Thank
 You
 For
 Your
 Business!*

*****THANK YOU FOR YOUR BUSINESS*****
 PRINT NAME X _____

(575) 397-9244

CUSTOMER'S SIGNATURE
 X *Robert Port (6349)*

PARTS	55.28
SUBLET	
FREIGHT	0.00
SALES TAX	0.00
TOTAL	\$55.28

12 Aug 21



GENERAL SERVICES DEPARTMENT

200 E Broadway St
Hobbs, NM 88240

575-397-9236 bus
SBAKER@HOBBSNM.ORG

September 14, 2021

Justification Letter

The City of Hobbs currently procures services from Watson Truck & Supply as the only local vendor that provides factory authorized repair services to International heavy equipment. Watson Truck & Supply is also a factory authorized repair shop for Cummins equipment.

Per the City of Hobbs Procurement Code 3.20.035, Exemptions:

Purchases of parts and labor or maintenance agreements to repair disabled equipment or machinery if the equipment or machinery is repaired by a franchised dealer or by a factory authorized repair shop.

Purchases of parts and labor for equipment or machinery where a breakdown of this equipment or machinery could cause an emergency or costly condition to exist and where the machinery or equipment is in immediate damage or failure.

Moving forward, when conducting business with Watson Truck & Supply, the City will ensure meeting the City Procurement Ordinance regarding required quotes or meeting the exemptions as stated above.

Sincerely,

THE CITY OF HOBBS, NEW MEXICO

Shelia Baker, General Services Director



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 20, 2021

SUBJECT: Contract with MWI, Inc. to Install Signal Equipment at Dal Paso & Sanger through a State Price Agreement (No. 85-805-17-16461)

DEPT. OF ORIGIN: Engineering Department

DATE SUBMITTED: Sept. 13th, 2021

SUBMITTED BY: Todd Randall, City Engineer & Les Velasquez, Traffic Supervisor

Summary:

The City of Hobbs applied for Municipal Arterial Program (MAP) grant funding for intersection and traffic signal improvements for the following intersections: DAL PASO & SANGER.

The MAP Grant amount is \$266,667. The total Department share is 75% and the COH share is 25%.

The City of Hobbs is requesting MWI to remove existing signal equipment and installation of new signal equipment and conduits at a total costs of \$141,302.26 (includes GRT)

Fiscal Impact:

Reviewed By: _____

Finance Department

Digitally signed by Toby Spears, CFE, CPA
DN: cn=Toby Spears, CFE, CPA, o=City of
Hobbs, ou=Finance Director,
email=tspears@hobbsnm.org, c=US
Date: 2021.09.13 13:56:30 -0600

Budget Line: 48-4048-44901-00295

Total Available: \$256,107

Total Grant: \$200,000

Expended To Date: \$93,893 (Previous Budget year)

Quoted Amount MWI \$141,302.26

Remaining Funding: (A separate W.O. will be issued to Ramirez & Son's for concrete and ADA intersection work)

Attachments: Quote / New Mexico Price Agreement / Location Map

Legal Review:

Approved As To Form: _____

City Attorney

Efren A.

Digitally signed by Efren A. Cortez
DN: cn=Efren A. Cortez, o=City of
Hobbs, ou=City Attorney's Office,
email=ecortez@hobbsnm.org,
c=US
Date: 2021.09.13 14:02:04 -0600

Recommendation:

Recommendation to approve MWI to remove and install new Signal Equipment at Dal Paso and Sanger

Approved For Submission By:

TODD RANDALL

Department Director

City Manager

Digitally signed by Todd Randall, CFE, CPA
DN: cn=Todd Randall, o=CITY
OF HOBBS, ou=Engineering Dept.,
CN=TODD RANDALL
Reason: I am approving this
document
C:\Users\toddr\Documents\85-805-17-16461
Date: 2021.09.13 10:56:00 -0600

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

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

Denied: _____

File No. _____

MWI QUOTE

8/17/2021

PRICE AGREEMENT 85-805-17-16461

DAL PASO & SANGER SIGNAL INSTALL

CONTRACT BID ITEMS

023 SKILLED LABOR	404	HR	105.00	42420.00
024 SEMI-SKILLED LABOR	401	HR	70.00	28070.00
026 RENTAL OF BACKHOE	160	HR	40.00	6400.00
028 RENTAL OF UNDERGROUND BORER	40	HR	150.00	6000.00
034 RENTAL OF BUCKET TRUCK	160	HR	150.00	24000.00
036 RENTAL OF MOBILE CRANE	160	HR	150.00	24000.00
BOND	1	EA	1400.00	1400.00
SUBTOTAL				132290.00
NMGRT 6.8125% (06-111)				9012.26
TOTAL QUOTE				\$141,302.26

* INCLUDES REMOVAL OF EXISTING SIGNAL EQUIPMENT, INSTALLATION OF NEW SIGNAL EQUIPMENT (PROVIDED BY CITY OF

** TEMP SIGNAL BY CITY OF HOBBS



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
2 Vendors

Number: 85-805-17-16461

Amendment No.: Three

Term: December 1, 2017 – November 30, 2021

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Clarke J. Fountain

Telephone No.: 505-827-0487

Email: ClarkeJ.Fountain@state.nm.us

Invoice:
New Mexico Department of Transportation
Intelligent Transportation Systems Bureau
809 Copper NW
Albuquerque, NM 87102

For questions regarding this contract please contact:
India Garcia (505) 690-7383

Title: **Transportation Equipment Repair and Maintenance**

This 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 **December 1, 2020 to November 30, 2021** 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

Valerie Paulk
Mark Hayden, New Mexico State Purchasing Agent

Date: 10/1/2020

× **This Agreement was signed on behalf of the State Purchasing Agent**

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 80-805-17-16461

Page-6

Awarded Vendors:

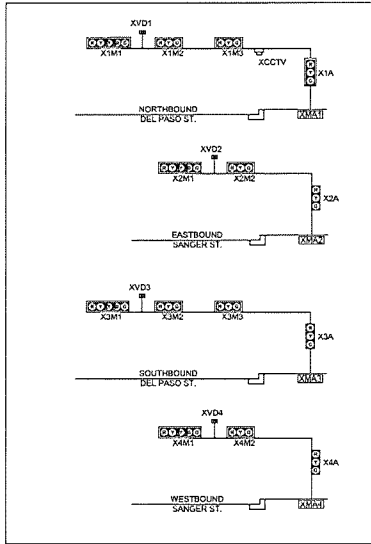
**(AA) 0000049380
Bixby Electric Inc.
521 Wheeler Ave. SE
Albuquerque, NM 87102**

Telephone No. (505) 842-5384

**(AB) 0000067770
MWI, Inc.
P.O. Box 30670
Albuquerque, NM 87190**

Telephone No. (505) 508-0744

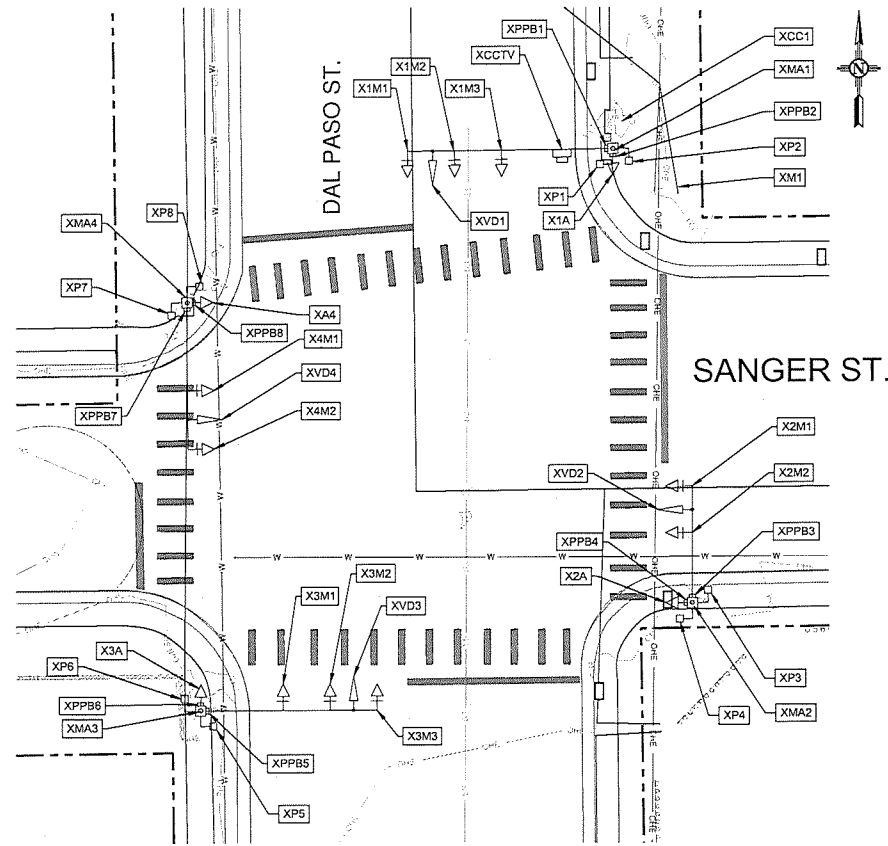
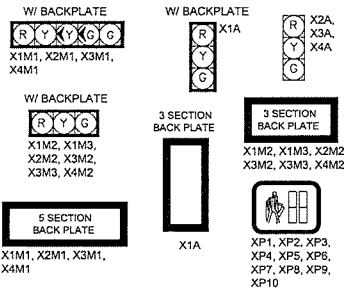
TRAFFIC SIGNAL CONFIGURATION BY APPROACH



ABBREVIATIONS

- XMA 1 MAST ARM NUMBER
- XPPB1 PEDESTRIAN PUSH BUTTON NUMBER
- XCC1 CONTROLLER CABINET NUMBER
- X3A SIGNAL HEAD NUMBER
- XP1 PEDESTRIAN SIGNAL NUMBER
- XCAM EXISTING CAMERA NUMBER
- XM1 EXISTING METER
- XVD1 EXISTING VIDEO DETECTION NUMBER
- XCC1V EXISTING CCTV CAMERA

EXISTING SIGNAL FACE ASSEMBLIES AND LEGEND



SCALE: 1" = 10'

SIGNAL POLES AND MASTARMS

ID #	TYPE	STATION	OFFSET	LUMINAIRE MOUNTING HEIGHT	LUMINAIRE ARM	REMARKS
XMA1	MASTARM - 35' TYPE II	EXIST	EXIST			REMOVE & SALVAGE / REMOVE FOUNDATION TO 18" BELOW GRADE
XMA2	MASTARM - 20' TYPE II	EXIST	EXIST			REMOVE & SALVAGE / REMOVE FOUNDATION TO 18" BELOW GRADE
XMA3	MASTARM - 30' TYPE II	EXIST	EXIST			REMOVE & SALVAGE / REMOVE FOUNDATION TO 18" BELOW GRADE
XMA4	MASTARM - 25' TYPE II	EXIST	EXIST			REMOVE & SALVAGE / REMOVE FOUNDATION TO 18" BELOW GRADE
XCC1	CONTROLLER CABINET	EXIST	EXIST			REMOVE & SALVAGE / REMOVE FOUNDATION
XM1	METER	EXIST	EXIST			TO REMAIN

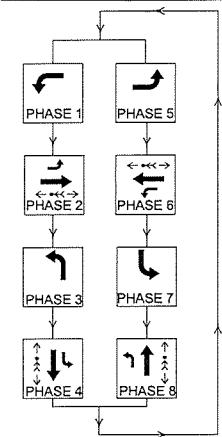
NOTES

1. EXISTING PULL BOXES TO BE REMOVED AND DISPOSED OF.
2. NEW PULL BOXES TO BE INSTALLED. (SEE SHEET 09-05).
3. METER PEDESTAL (SIGNAL) TO REMAIN.
4. EXISTING CONDUIT FROM XM1 TO EXISTING SIGNAL INFRASTRUCTURE TO BE ABANDONED AND CONDUCTOR TO BE REMOVED AND SALVAGED.

INITIALIZATION

ALL RED, THEN PHASE 2 AND 6 GREEN.

SIGNAL PHASING



NO.	DESCRIPTION	DATE	BY

REVISIONS (OR CHANGE NOTICES)

SANGER DESIGN

SIGNAL REMOVAL SHEET

CONTROL NO.	
BID NO.	
DESIGNED BY:	JK
DRAWN BY:	SB
CHECKED BY:	PB
DATE:	May 2020

SHEET: of 17



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 20th, 2021

SUBJECT: Resolution to Approve a Grant Agreement with NMDOT for Capital Appropriation Project – Citywide Fiber Network

DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: 9-13-2021
SUBMITTED BY: Todd Randall, City Engineer

Summary:

The City of Hobbs is requesting the City Commission to approve and accept a Legislative Capital Appropriation for Citywide Fiber Network. The fiber optic communications will be in two phases, using a combination of new conduit installations and existing conduit installations. The City Commission has awarded the design to Lee Engineering and the project has been on-hold until the Grant Agreement was received.

Fiscal Impact:

Reviewed By: _____
Finance

Budget Line: 01-0412-44901-00260
Total Budget: \$1,200,000
Grant Funding: \$828,000 Legislative Grant (FY2022)
Design fees: \$138,245.43 (Lee Engineering Contract)

Attachments:

Resolution / Grant

Legal Review:

Approved As To Form: Efren A. Cortez
City Attorney

Recommendation:

Requesting the City Commission accept and approve a grant agreement with NMDOT

Approved By: _____
Submitted By: _____

TODD RANDALL
Dept. CN = TODD RANDALL
Reason: I am approving this document.
Contact Info: 575-397-9227
Date: 20210913 14:53:00 -0500

Department Director

[Signature]
City Manager

**CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN**

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

CITY OF HOBBS

RESOLUTION NO. 7104

A RESOLUTION AUTHORIZING THE MAYOR TO
EXECUTE A LEGISLATIVE GRANT AGREEMENT FOR
2021 CAPITAL APPROPRIATION PROJECT CONTROL NUMBER C2213016
FOR CITYWIDE FIBER AND WIRELESS NETWORK

WHEREAS, the State of New Mexico 2021 Legislative Capital Appropriation Project has been awarded to the City of Hobbs; and

WHEREAS, this grant appropriation in the amount of **\$828,000.00** is to plan, design, construct, furnish and equip a citywide fiber and wireless network, including infrastructure, in Hobbs.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to take all necessary and appropriate action to effectuate this Resolution for a Grant Agreement with the State of New Mexico, Department of Finance and Administration for the Project Control Number C2213016, a copy of which is attached hereto and incorporated herein.

PASSED, APPROVED AND ADOPTED this 20th day of September, 2021.

JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk

Contract Number: _____
Vendor Number: 000054339
Control Number: C2213016

**STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20 __, by and between the Department of Transportation, hereinafter called the “Department” or abbreviation such as “NMDOT”, and City of Hobbs, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2021, Chapter 57, Section 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID F3016 NMDOT Control Number C2213016 **\$828,000**

APPROPRIATION REVERSION DATE: 6/30/2025

Laws of 2021, Chapter 57, Section 33, Eight Hundred Twenty Eight Thousand Dollars and No Cents (\$828,000), to plan, design, construct, furnish and equip a citywide fiber and wireless network, including infrastructure, in Hobbs in Lea county.

The Grantee’s total reimbursements shall not exceed Eight Hundred Twenty Eight Thousand Dollars and No Cents \$828,000 (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”)¹,

¹ The AIPP amount is “an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000).” Section 13-4A-4 NMSA 1978.

if applicable, which equals Eight Hundred Twenty Eight Thousand Dollars and No Cents (**\$828,000**) (the “Adjusted Appropriation Amount”).

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the “Project”; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the “Project Description.” Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT’S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department’s Obligation to Reimburse² Grantee (hereinafter referred to as “Notice of Obligation”). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee’s expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee’s Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee’s expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as “Third Party Obligations”; and
- (iv) The Grantee’s submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

² “Reimburse” as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Hobbs

Name: Manny Gomez
Title: Acting City Manager
Address: 200 E. Broadway, Hobbs, New Mexico 88240
Email: mgomez@hobbsnm.or
Telephone: 505-597-9232

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 2 Office
Name: Monica Serrano
Title: Local Government Road Fund Coordinator
Address: P.O. Box 1457, Roswell, NM 88202
Email: Monica.Serrano@state.nm.us
Telephone: 575-626-6917

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2025** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date

particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement,

including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Hobbs may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Hobbs' decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Hobbs or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Hobbs or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Hobbs may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Hobbs only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
 2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 3. timely submit all required financial reports to its budgetary oversight agency (if any); and
 4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
 4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the

SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF TRANSPORTATION

By:

Its: Cabinet Secretary or Designee

Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

Aaron Frankland

By: Aaron Frankland

Its: Deputy General Counsel

Jul 29, 2021

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____
(Complete Mailing, including Suite, if applicable)

City State Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount (If Applicable): _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If Applicable): _____

G. Grant Balance: _____

H. GF GOB STB (attach wire if first draw)

I. Final Request for Payment (if Applicable)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (if applicable)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer

Date

Division Project Manager

Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____]
entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the
following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within
the scope of the project description, subject to all the terms and conditions of the above referenced Grant
Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for
indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of
bond proceeds shall not be allowed unless specifically authorized by statute.

Attachment A

The City of Hobbs shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Hobbs shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

C2213016 Capital Outlay

Final Audit Report

2021-07-29

Created:	2021-07-29
By:	Amanda Padilla (amanda.padilla2@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAjrQPOst2mD5B11In2HNlejMMIOd2x1G

"C2213016 Capital Outlay" History



Document created by Amanda Padilla (amanda.padilla2@state.nm.us)

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Document emailed to Aaron Frankland (aaron.frankland@state.nm.us) for signature

2021-07-29 - 9:26:14 PM GMT



Email viewed by Aaron Frankland (aaron.frankland@state.nm.us)

2021-07-29 - 11:46:06 PM GMT- IP address: 73.127.209.57



Document e-signed by Aaron Frankland (aaron.frankland@state.nm.us)

Signature Date: 2021-07-29 - 11:48:31 PM GMT - Time Source: server- IP address: 73.127.209.57



Agreement completed.

2021-07-29 - 11:48:31 PM GMT



Adobe Sign



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 20, 2021

SUBJECT: RESOLUTION APPROVING RECOMMENDED AMENDMENTS TO THE CITY OF HOBBS CEMETERIES RULES AND REGULATIONS

DEPT. OF ORIGIN: Parks and Open Spaces
DATE SUBMITTED: September 14, 2021
SUBMITTED BY: Bryan Wagner, Parks and Open Spaces Director

Summary: Pursuant to NMSA 1978, § 3-40-1, the City of Hobbs may establish, maintain and regulate a municipal cemetery. The City of Hobbs Cemetery Board met in an open meeting on September 8, 2021, to formulate proposed amendments to the City of Hobbs Cemeteries Rules and Regulations. The City of Hobbs Cemetery Board voted unanimously to propose specific amendments to the City of Hobbs Cemeteries Rules and Regulations aimed at clarifying ambiguities in the current Rules and Regulations.

Fiscal Impact:

There will be no fiscal impact for this measure.

Reviewed By:


Finance Department

Attachments:

Resolution; Draft Minutes from September 8, 2021; Draft City of Hobbs Cemeteries Rules and Regulations

Legal Review:

Approved As To Form:


City Attorney

Recommendation:

The Commission should consider 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. 7105

A RESOLUTION APPROVING RECOMMENDED AMENDMENTS TO THE CITY OF
HOBBS CEMETERIES RULES AND REGULATIONS

WHEREAS, pursuant to NMSA 1978, §3-40-1(A), the City of Hobbs may establish, maintain and regulate a municipal cemetery; and

WHEREAS, pursuant to Hobbs Municipal Code Section 2.20.060, the City of Hobbs Cemetery Board shall recommend to the City Commission all necessary rules and regulations governing the use and care of the City cemeteries; and

WHEREAS, the last amendments or changes to the Hobbs Cemeteries Rules and Regulations were adopted in January 2020, and the Cemetery Board has undertaken the task of reviewing the same and recommending changes to the City Commission to help clarify some remaining ambiguities therein, and;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, that the proposed changes to the Hobbs Cemeteries Rules and Regulations, as proposed by the City of Hobbs Cemetery Board, are accepted and approved as necessary for the use and care of the City of Hobbs cemeteries.

PASSED, ADOPTED AND APPROVED this 20th day of September, 2021.

JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk

City of Hobbs
Parks & Recreation Dept.
Cemeteries

General Rules and Regulations

Authority Relating to Cemetery Operations

- The City of Hobbs shall have the right to take any necessary action to maintain a uniform and attractive cemetery per NMSA 1978, § 3-40-1, et seq., Municipal Cemeteries.
- The City retains the right to exercise strict and exclusive supervision, management and control over the care and maintenance of said cemetery and including the land conveyed through deed.
- The City retains and reserves the right to formulate and enforce reasonable and necessary rules and regulations as to maintenance, the employment of a sexton or sextons, and other necessary employees for the care and maintenance of said cemetery and the land conveyed through deed.
- The City retains and reserves the exclusive right to prescribe and enforce reasonable rules and regulations as to landscaping, planting of grass, shrubs and trees, size and height of ~~grave markers and monuments~~headstones, the locations and spacing of graves, and the manner of burials within said cemetery and within and upon the land conveyed through deed.
- All regulations not specifically set out in these Rules and Regulations regarding the use of and policies regarding the four (4) municipally owned cemeteries shall be at the discretion of the Parks Director, subject to the approval of the City Manager (Section 12.32.080 Hobbs Municipal Code).

Hours of Operation

- **Business Hours** - Monday through Friday, 8:00 a.m. -12:00 p.m. & 1:00 p.m. - 5:00 p.m., ~~accept~~ except City-observed holidays.
- **Interment Hours** - 10:00 a.m. through 4:00 p.m.
 - Saturday services require additional fees.
 - No Sunday services - reserved day for visitation only.
 - Holidays - Services shall not be held on:

- (a) New Year's Day
- (b) Memorial Day
- (c) Independence Day
- (d) Veteran's Day
- (e) Thanksgiving Day
- (f) Christmas Day
- Services may be held on other City-observed holidays that shall be considered exempt holidays and will require additional fees.
- **Visitation Hours** - Winter 8 a.m. - 5 p.m. (November 1 – March 31), Summer (April 1 - October 31) 8 a.m. - 7 p.m.

City Responsibilities

- Show property for sale.
- Determine/approve time of service.
- Prepare and cover interment site with earth. (Funeral homes are responsible for securing set-up for funeral services.)
- Maintain grounds.

Cemetery Property - Acquisition

- Interment lots are available at Prairie Haven and Prairie Haven Memorial Park Cemeteries. Limited interment lots are available at Prairie Haven Cemetery in the Veteran and Infant Sections only. No sales shall occur for Boone or Everglade. The City of Hobbs will make every effort to honor presented deeds for Boone or Everglade. The City of Hobbs reserves the right to offer property in Prairie Haven Cemetery or Prairie Haven Memorial Park in exchange for presented legal deeds for those cemeteries of limited and inaccurate records.
- It shall be recognized that the sale of lots is primarily for burial purposes. Lots will not be sold for the burial of pets or establishing a monument to express or advertise an individual or group's opinion, stance, view point, or platform.
- **Lot Selection Procedure** - Individuals seeking to purchase lots for either immediate interment or "pre-need" shall contact the Parks Superintendent or designated cemetery staff during normal business hours. Emergency lot selection may be made on Saturdays or exempt holidays upon notification and arrangements made by a verifiable Funeral Director. Cemetery staff will direct individuals to allow viewing of open sections. Upon selection of lot(s), verification of availability must be made by cemetery staff through the City Clerk.

- **Payment Procedures** - Fee payments may be made to the City Clerk at City Hall, 200 E. Broadway, or to Cemetery staff at Prairie Haven Memorial Park Cemetery. Accounts receivable contracts may be established by the City Clerk or Cemetery staff to purchase pre-need lots by means of a monthly payment schedule. A minimum deposit of 25% per lot is required. The remaining balance may be paid out over six (6) months from the contract date in equal monthly installment amounts. No deeds will be issued or interments performed until total purchase price is paid.
- **Repurchase** - The City of Hobbs will repurchase property from the lot owners for the original purchase price less a \$10 documentation and filing fee. Lot owners must submit the original deed or accurate documentation establishing ownership to the City Clerk prior to processing of refund. Deeds are non-transferrable.

Interment Procedures

- Scheduling shall be made by the Funeral Director during business hours with a minimum 24 hour notice.
- Interment times must be verified by the Funeral Director with cemetery staff prior to final arrangement with the family.
- Processional police escort scheduling is the responsibility of the Funeral Director.
- Casket liners or vaults are required for interment at all City cemeteries and shall be placed by personnel contracted by the funeral homes. In emergency situations and at the discretion of the Parks Superintendent, assistance may be provided in the placement and handling of casket liners and vaults.
- All casket liners or vaults must be specifically designed and manufactured for the burial industry. Specifications of the construction of any liner or vault used in City of Hobbs cemeteries are subject to the approval of the Parks Superintendent.
- Closing procedure of the interment site will not begin until the public has departed the immediate area.
- City personnel have the authority to require that all bystanders vacate the immediate area before beginning the closing process due to safety and liability concerns.
- No vehicular traffic allowed on any cemetery property other than specified roadways.
- Cemetery staff will provide any and all planting and maintenance of vegetation on cemetery grounds unless otherwise appropriately approved by the Parks Superintendent.

- Florals set on new burials will remain for at least 48 hours following the funeral service, at which time City staff may discard.

Disinterment Procedures

- All disinterments must be scheduled through a licensed Funeral Director.
- All disinterment scheduling is subject to other scheduling and must be flexible. All scheduling will be handled with office personnel.
- Funeral Directors must acquire a permit for disinterment and re-interment as issued by the state registrar, if required, and verified by cemetery staff.
- The City cannot be liable for the condition of remains or the methods by which they are retrieved. Cemetery employees are not to come in contact with the deceased in any matter. Cemetery employees are to unearth the ground and pull up casket and/or vault only. Employees may help put remaining casket and/or vault on a trailer for hauling purposes only.
- Funeral Directors shall be present at disinterment's and are responsible for the removal of all remains (casket, vault, and deceased).

Monuments-Headstones and Foundations

- The City of Hobbs shall designate basic specifications of monuments headstones according to the location of lot(s). See sections on each particular cemetery for direct specifications.
- Monuments-Headstones cannot be placed on lots until lots are paid for in full.
- Cleaning, repair, and other care are the responsibility of the relations of the deceased. Cemetery staff will not provide maintenance to monumentsheadstones.
- The City of Hobbs reserves the right to temporarily move any monument headstone in order to meet interment responsibilities or to permanently move any monument-headstone that is encroaching on other property, set without issuance of a permit or fails to conform to specifications herein established.
- Monument-Headstone Permit Fees - All monument-headstone permit fees must be paid prior to the beginning of any work to set a monumentheadstone.
 - Permits are obtained from the Cemetery Secretary or Superintendent.
 - All applicable entities to perform any work relating to monuments headstones or foundations must sign in at the Chapel Office with either

the Cemetery Secretary or Superintendent before the commencement of any work.

- Monuments-Headstones must be set during normal business hours, Monday through Friday, with permits verified by cemetery staff.
- All monuments-headstones must have concrete foundations that conform to the size specifications of the particular location at which they will be set.
- Temporary markers-headstones will be removed and discarded by staff when permanent markers-headstones are set.
- A final inspection by the Parks Superintendent or authorized staff will be conducted prior to approval and issuance of permits.
- Square based vases, attached to foundations, shall be used for the placement of flowers.
- Lot decorations are limited to artificial or live flowers.
- Lot decorations shall not extend outside the cement foundation of the lot.
- Any decorations not in compliance herein shall be subject to removal by City staff.
- The City of Hobbs is not responsible for any damages that may occur to any monument-headstone from vandals, the elements, or other causes beyond its control.
- Foot stones, curbs, ledger, copings, or any other form of barrier or property edging is prohibited.

PRAIRIE HAVEN

MEMORIAL PARK

CEMETERY

PRAIRIE HAVEN MEMORIAL PARK

- **General** - Prairie Haven Memorial Park was designed and is operated under alternative concepts. In attempts to meet community need for the next half century, the decision to be progressive in design and service was agreed upon by the governing body of the City in 1988. The facility opened in November of 1990.

The concept and philosophy is park-like in nature requiring predominantly low profile headstones, limited roadways and vehicular traffic, thereby lending to a more tranquil and peaceful atmosphere for both interment and visitation.

- **Chapel** - Prairie Haven Memorial Park is designed to offer one centralized location for burial ceremonies as an alternative to traditional church or funeral home chapel services. A beautiful and comfortable chapel is offered, at no charge, for any ceremony associated with interment within 30 days from date of services held in the Chapel at Prairie Haven Memorial Park and Prairie Haven Cemetery. The Chapel comfortably seats 100 and offers an electric organ, lectern, and spacious viewing area. The facility also offers a private family waiting room. The sound of running and splashing water has long been recognized for its soothing and serene effect. This atmosphere was developed around the Chapel area to attract and comfort individuals. We encourage those attending services or visiting to walk around the waterscape and enjoy its tranquility. A chapel usage fee of \$50 per hour will apply to non-interment ceremonies upon approval of Parks Superintendent
- **Grave side Services** - Holding of interment ceremonies at the burial site is discouraged. In keeping with the philosophy of Prairie Haven Memorial Park, access to the grave sites by vehicle is limited. Many burial sites are great distances from available parking. Ceremonies should be held at the Chapel in keeping with designed parking availability, safe public access, and comfortable accommodations. For these reasons, the City of Hobbs will not erect a tent for grave side services at Prairie Haven Memorial Park. Tents and chairs for grave side services must be coordinated through a funeral home.
- **Lot Availability** - Prairie Haven Memorial Park is divided into seven specific burials sections: 1) flat markersheadstones, 2) upright markersheadstones, 3) family estates, 4) veterans, 5) infants, 6) cremains, and 7) mausoleums. Lots are available in open rows of each section. Rows will be made available for sale according to need and capacities in order to maintain a more uniform development over the next half century.

- **Lot Size**

- Adult Lots - 5' x 12'
- Infant Lots - 3' x 6'
- Cremains - 3' x 6'

- **Monuments-Headstones & Foundations**

- Monuments-Headstones may only be installed by a recognized monument company actively participating in the monument sales and installation industry.
- Monuments-Headstones must be of a granite or marble material (exceptions being flat Veteran's bronze markersheadstones).
- In the Low profile headstone sections, markersheadstones must not be higher than 8" from the concrete foundation at its highest point, must not exceed 16" in width at the base, must not exceed 48" for a single lot or 108" for a double lot (inclusive of vases) in length, and must be centered on the foundation.
- In the Upright headstone sections, markersheadstones must not be higher than 52", must not exceed 16" in width at the base, must not exceed 48" for a single lot or 108" for a double lot (inclusive of vases) in length, and must be centered on the foundation.
- Foundations shall be 24" in width and shall extend the length of the west end of the lot.
- All foundations must be of smooth finish and natural concrete color.
- Foundations shall be constructed by the City of Hobbsmonument company.
- No monument-headstone shall be submerged in wet concrete during placement (except Veteran Administration issue).

- **Floral Receptacles**

- Flower receptacles shall be square based in low profile marker-headstone sections must be no taller than 15" from the foundation and be of a marble, granite or bronze material.
- Flower receptacles shall be attached to the concrete foundations.
- No plastic, wood, concrete, metal, or other material will be allowed as floral receptacles or decorations-exception being ground level/reversible metal vases manufactured specifically for ground level placement.
- No flowers shall be placed in maintenance lines, all flowers must be placed in acceptable receptacles.
- Any flowers placed outside of the foundation areas will be removed immediately.

- **Tree Planting**

- Lots may be purchased for planting trees if maintenance is not hindered and tree planting policies are adhered to.
- Tree lot prices are the same price as regular burial lots.
- In addition to designated areas for lot sales, areas have been set aside for memorial tree planting.
- Prior to any planting, prior approval must be given by Parks Superintendent.
- In order for a memorial tree to be placed in a burial section, a minimum of 4 lots must be purchased.
- The 4 lots must adjoin each other in an appropriate fashion to allow proper rooting and canopy development in relation to other lots and trees.
- Once a deed has been issued designating lots as tree lots, they shall remain as that.
- Questions regarding tree placement should be addressed to the Parks Superintendent.

- **Benches**

- In order to maintain the integrity of the low profile sections, benches are not allowed unless placed on property purchased for tree planting.
- Benches are allowed in the upright ~~monument~~ headstone section, providing they do not encroach upon designated burial lots.
- ~~Anyll~~ benches ~~placed shall in designated tree planting areas must~~ be of a marble or granite material.
- Benches placed in a designated tree planting area must be no larger than 48" long, 16" wide, 20" tall, and must be centered on foundation.
- Benches shall be placed on the foundation.
- Benches may serve in place of a headstone for any given lot in the upright headstone section.

- **Chapel Services**

- Interment ceremonies held at the Chapel include casket and floral transport to the burial location by cemetery staff.

- **Casket Transport**

- Due to the occasional difficulties and the length of travel often necessary to transport a casket from the roadway to a grave site at Prairie Haven Memorial Park, the City of Hobbs makes available a casket carrier vehicle. Hearse or other vehicular traffic is not permitted off roadways.
- The casket carrier is an electrical cart specifically designed to transport caskets in a safe, secure, and dignified manner.

- The following rules and regulations are established regarding usage of the casket carrier and transporting the casket:
 - a. The casket carrier will be used at Prairie Haven Memorial Park only.
 - b. Use of the casket carrier for any service must be requested through the Parks Superintendent or authorized staff by the Funeral Director.
 - c. City staff and funeral home representatives are the only authorized operators.
 - d. Operators will secure the casket for transport.
 - e. Pallbearers shall place casket on carrier for transport and remove casket to grave after transport.
 - f. The casket carrier should be placed no closer than 10' from the hearse to allow for proper placement of the casket.
 - g. Pallbearers should walk directly behind the carrier to the interment location.
 - h. The Parks Superintendent has the authority to make field decisions concerning appropriate use of the casket carrier

***PRAIRIE HAVEN
CEMETERY***

***EVERGLADE
CEMETERY***

BOONE CEMETERY

PRAIRIE HAVEN CEMETERY

- **General** - Prairie Haven Cemetery offers very limited available lots in the Veteran and Infant Sections only. Verification of available lots should be made through the cemetery staff.
- **Monuments-Headstones and Foundations**
 - **Upright** - permitted in all sections except Section 16. Maximum size for upright monuments-headstones in sections 18 through 21 at Prairie Haven Cemetery is 16" wide by 42" long, and 52" high from foundation. Sections 1 through 15 shall be 16" wide by 48" long and 52" high from the foundation.
 - **Flat** - A maximum height of 8" from ground level is necessary to allow for appropriate maintenance.
 - **Foundations** - Sections 1 through 15 require foundations of 2' width and 5' length (with the exception of Section 8). Sections 18 through 21 require foundations of 2' wide and 4' in length. Foundation should be flush or level with the existing ground and have a smooth finish of natural concrete color.
- **Floral Receptacles**
 - Flower receptacles shall be square based in low profile marker-headstone sections must be no taller than 15" from the foundation and be of a marble, granite or bronze material.
 - Flower receptacles shall be attached to the concrete foundations.
 - No plastic, wood, concrete, metal, or other material will be allowed as floral receptacles or decorations exception being ground level/reversible metal vases manufactured specifically for ground level placement.
 - No flowers shall be placed in maintenance lines, all flowers must be placed in acceptable receptacles.
- Any flowers placed outside of the foundation areas will be removed immediately

EVERGLADE AND BOONE CEMETERIES

- **General** - Records of burials and lot ownership for both cemeteries are limited. Grounds maintenance is the only service offered at these cemeteries.
- No lot sales.
- Verifiable deeds may be exchanged for lots in Prairie Haven Memorial Park or Prairie Haven Cemetery.

***INDIGENT BURIAL
POLICIES***

INDIGENT BURIAL POLICY

- The City of Hobbs will properly inter the body of a deceased individual deemed to be indigent by the Board of County Commissioners.
 - Indigent is defined as an individual lacking any visible estate out of which to defray the cost of burial and when no relative or friend of such deceased will undertake their burial.
 - It is the responsibility of the Funeral Director to make such determinations and properly inform the Board of County Commissioners.
 - The City of Hobbs will adhere to NMSA 1978, § 24-13-1, et seq. in reference to any indigent burial.
- Request for indigent burial must be made through completion and submittal of a "Statement of Indigency and Promise to Pay" form. This form should be completed by a relative, friend, or Funeral Director and submitted to the Cemetery Office for approval and filing with the City Clerk.
- Cemetery and plot offered for burial of indigents.
 - The northwest corner of property owned and operated by the City of Hobbs as Prairie Haven Memorial Park shall serve as the indigent burial area.
 - The City shall designate the specific plot for burial.
 - The plot offered for burial shall be owned by the City and will not be offered for sale at any time.
 - The indigent burial area is specifically designed to be a lower maintenance area.
- Monument-Headstone Regulations - The City of Hobbs recognizes the need for permanent identification of burials. Therefore, the City will allow markers headstones meeting the following regulations:
 - Flat markers-headstones only - Markers-Headstones must be ground level, enabling mowing equipment to pass over the surface without damage.
 - Markers-Headstones must be no larger than 12" x 12". Veteran's markers headstones will be the only exceptions.
 - Temporary markers-headstones provided by funeral homes are permitted.
 - Wooden, plastic, ceramic, or other nonpermanent markers-headstones are not permitted.
 - Permits and proper inspections concerning markers-headstones are required.
 - Concrete foundations are required below ground level.
 - Vases or other objects protruding from a marker-headstone are not acceptable and will be removed by maintenance crews.
- All policies, rules, and regulations governing the burial of indigents will be developed and implemented through the City of Hobbs Parks & Recreation Department based on NMSA 1978, § 24-13-1, et seq. with advisement from the City of Hobbs Cemetery Board.

CEMETERY BOARD

September 8, 2021

Minutes of the regular meeting of the Cemetery Board held Wednesday, September 8, 2021 at 10:00 am at City Hall, City Commission Chambers, 200 E. Broadway, 1st Floor Annex, Hobbs, NM 88240.

Members present: Bonnie Moran, JoAnne Zespy, Sherry Joe Norman, Sue Sedillo and Clarence Benford.

Members absent: Cindy Walker

Staff present: Bryan Wagner, Wade Whitehead, Placido Ramirez, Efren Cortez, Mahir Haque, and Monica Mendoza

Guests present: 0

1) Call to Order –

Ms. Zespy called the meeting to order at 10:00 am. Ms. Norman asked Mr. Cortez to introduce the Assistant Attorney with him. Mr. Cortez introduced Mahir Haque as the new Cemetery Board liaison Attorney. Mr. Cortez stated that Mahir comes to the City of Hobbs from Phoenix, AZ from Boulder, CO, from Australia. He is a graduate from University of Colorado at Boulder and has been with the City of Hobbs for three weeks. Mr. Cortez stated that he, himself will participate in this discussion at this meeting and likely the next meeting and then Mahir will take over after that.

2) Roll Call

3) Review of Minutes –

Ms. Moran motion to approve, Ms. Zespy seconded, all in favor, voted aye.

4) Cemetery Report –

Mr. Whitehead reported that the turf and weeds are under control. With the staff we have now, there are good things to come. As reported at the last meeting, the two-wire system has been installed and there were some bugs to be worked out. We purchased a new controller. We sent off the controller for repair, we weren't happy so we purchased the new one. So recently, as of yesterday, the electric supply to the controller is not connecting and that's probably due to the storm. Now we have the electricians involved. Routine maintenance is ongoing. Mowing, herbicide applications, fertilizing and in a few more weeks we'll do another round of pre-emergent before the winter weeds germinate. We have applied a growth regulator. Growth regulator slows down the growth and eases the work load. 11 Trees planted and all are thriving except for one and it will be replaced. Staff is pruning at PHC and PHMP, concentrating on the East and West sides. We've identified 29 trees at PHC and 5 at PHMP for removal this Winter/Fall and we do have equipment on hand. We do have additional tree trimming and planting to fulfill the removal. Equipment report – the casket carrier is scheduled to be delivered today. We will mount the bed from the old one onto the chassis of the new one and it will be available to the public. A 72" Kabota zero, turn mower. We purchased two last year, staff really liked it and so we purchased one for the Cemetery. A maxi-dump insert for the bed of a truck. It is utilized frequently to drive into narrow areas of the Cemetery. It is a stainless steel insert to avoid corrosion. I do not have a timeline of delivery. In response to Ms.

Zespy's inquiry, Mr. Whitehead stated Cedar Elms and Eudarica Pines are for the replacements. They adapt to the effluent water. When the Red Buds bloom on Turner, we apply an insecticide on the Pine trees to keep the pine tip moth off of the trees. Ms. Norman stated that the Searcy's tree is doing well. Mr. Whitehead responded that consistency is the key. In response to Ms. Sedillo's inquiry, Mr. Whitehead stated there are 29 trees to be taken down at PHC but not to replant in their exact location. We will plant the same number however. In response to Ms. Zespy's inquiry, Mr. Whitehead stated yes, the trees are Arizona Cypress, and the idea is not to block the ornate fence on our fencing improvements.

5) Discussion – Action Items

B.) Mr. Cortez started out with clarification on one particular family that visited with him and not the City Manager in regards to a metal frame erected on their grave. Mr. Cortez stated that he didn't see any violations as presented to him, if attached to the cement base. Mr. Cortez apologized to the Cemetery Board for any disrespect and only a blanket interpretation from a legal stand point on the rules. From here, we go to Monuments and Foundations, but we are unclear to what a "Monument" is. Monument can mean several things. This board can stand to define what a "Monument" is. Ms. Norman stated that "Headstone" would be clearer to what can be placed in the Cemetery. Mr. Cortez agreed and asked the board if they agreed "Headstone" would be a better term. All agreed. Mr. Cortez changed all words that read "Monument", to "Headstones" in the current Rules & Regulations document. Mr. Cortez stated the word "Marker" could be interpreted as many things, such as the metal frames. Ms. Norman stated the markers are temporary and come from the funeral homes until the families can get a permanent headstone. Mr. Cortez asked for suggestions from the board and staff on ideas on the dimensions pertaining to the certain areas as outlined in the current Rules & Regulations. Staff suggested adding the language "Upright" and "Low Profile" and designated dimensions. In response to Ms. Zespy's inquiry, Mr. Cortez stated he will strike the language "Decorations" from the Rules & Regulations so that the consumer cannot assume the metal frames are allowed. After a lengthy discussion on the placement of benches, the agreement upon the board is to clarify: area placement of benches, acceptable material, and required dimensions in the designated tree lots. Benches may be used as headstones, but only in the upright headstone areas and all benches must be placed on a cement foundation. In response to Ms. Zespy's inquiry, Mr. Cortez stated that if a non-compliant bench was placed and a citizen was injured, there would be some shared responsibility as the City of Hobbs did nothing to remedy the situation.

C.) Mr. Cortez brought up lastly, an enforcement section by conducting a weekly flower pick up. It would be better served under the general rules section and apply to all cemeteries and not to just one. In response to Ms. Zespy's inquiry, Mr. Cortez stated that the new rules will eliminate bottles and cans but there will be members of the public that will come forth that will want to put a flag, a purple heart as members of service or a servant to the City of Hobbs. We would have the citizen come and ask the board for a variance to allow certain items and have a vote. Ms. Norman agreed on the changes at hand and asked for a motion for the proposed new cemetery Rules & Regulations, Ms.

Zespy motioned and Ms. Moran seconded and all present voted aye. Mr. Cortez stated he would get the proposed changes made and ready for presentation at the next Commission meeting for Monday, September 20, 2021. Mr. Cortez stated once the Commission votes then we will start addressing the frame issue and the variance process. In response to Ms. Zespy's inquiry, Mr. Wagner stated we could have work sessions prior to the cemetery board meeting. In response to Ms. Sedillo's inquiry, Mr. Cortez stated that the frames would be grandfathered in. We would have to have discussions with the families to have a voluntary removal, but they purchased the property at the time of the old Rules & Regulations. Mr. Benford expressed his gratitude for attorney representation.

A.) Monica Mendoza brought up the cement foundations. Placido Ramirez gave a statement on how we do not have enough staff or the equipment to continue the construction of the cement foundations. Mr. Ramirez stated the City of Hobbs poured 54 foundations in one month with two people and we are still behind. In response to Ms. Zespy's inquiry, Mr. Ramirez stated the City of Hobbs pours the out of town monument company foundations too. Ms. Sedillo asked to discuss the topic further. Mr. Ramirez expressed his opinion to decide now due to the continuance of falling behind. Mr. Cortez stated you may table the topic due to the subject being on the agenda but the board makes the rules. Ms. Zespy and Ms. Norman stated to make a decision. Mr. Cortez brought up the decision to make that change of pouring of concrete to the City of Hobbs was due to inconsistencies on the monument companies. In response to Ms. Norman's inquiry, Mr. Ramirez stated that staff would be on top of checking the consistency of the pours. After a short discussion on the pouring of concrete, schedules and staffing, Ms. Zespy motioned for the concrete to go back to the monument companies, Ms. Moran seconded, all present voted aye.

6) Communication from Citizens – None

7) Emergency Hearings – None

8) Adjournment –

With no further business, Ms. Norman asked for an adjournment. Ms. Zespy moved, Ms. Moran seconded, all members present voted aye. Meeting adjourned at 11:31 am Next board meeting is scheduled for Wednesday November 10, 2021.

Chairperson

Date