

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

August 15, 2022



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

Monday, August 15, 2022 - 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

This meeting is open to the public to attend. 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 August 15, 2022, addressed to the City Clerk by email 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 August 1, 2022, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming August 18, 2022, as “*Never Give Up Day*”

3. Recognition of City Employees - Milestone Service Awards for the Month of August, 2022 (*Manny Gomez, City Manager*)
 - 5 years – Gerardo Quintana, Hobbs Fire Department
 - 5 years – Joshua Thomas, Hobbs Police Department
 - 10 years – Rodney Smith, Hobbs Fire Department
 - 10 years – Rebecca Morley, Hobbs Police Department
 - 20 years – Carlos Martinez, Hobbs Police Department

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

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, August 15, 2022.

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.*)

4. Consideration and Acceptance of Future Proceeds from the “Raymond H. Eaves Revocable Trust” Restricted to Capital Improvements for the City of Hobbs Animal Adoption Center and Support for the City of Hobbs First Tee Program (*Toby Spears, Finance Director*)
5. Resolution No. 7235 – Relating to the Collection of Tuition for Training Services Paid by the Hobbs Police Department (*August Fons, Police Chief*)
6. Resolution No. 7236 – Authorizing Travel for City Commissioners to Attend the New Mexico Municipal League Annual Conference on August 31st through September 2nd in Albuquerque (*Mollie Maldonado, Deputy City Clerk*)

DISCUSSION

7. 2022 General Obligation Bond C for Higher Education (*Dr. Derek Moore, President of NMJC; and Dr. Steve McCleery, President Emeritus of NMJC*)

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

8. Resolution No. 7237 – Authorizing an Agreement with the Guidance Center of Lea County and the Department of Finance and Administration HB Legislative Appropriation *(Toby Spears, Finance Director)*
9. Resolution No. 7238 – Approving the Submission of the FY 23 Fire Protection Council Grant Application for the Purchase of a Harrier CFS Trailer Mounted Breathing Air Compressor *(Barry Young, Fire Chief)*
10. Resolution No. 7239 - Authorizing a Voting Delegate and Alternate Delegate for the New Mexico Municipal League Annual Conference on August 31st through September 2nd in Albuquerque *(Mayor Sam Cobb)*
11. Consideration of Approval of RFP 535-22 for Printing of City of Hobbs Magazine and Recommendation to Accept the Proposal of Marketing Strategies, Inc. *(Meghan Mooney, Communications Director)*

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

12. Next Meeting Date:
 - City Commission Regular Meeting:
 - ***Tuesday, September 6, 2022, 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: August 15, 2022

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: August 11, 2022
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of August 1, 2022

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, August 1, 2022, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also viewable to the public via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

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

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

Absent: Commissioner R. Finn Smith

Also present: Tim Woomer, Acting City Manager
Efren Cortez, City Attorney
August Fons, Police Chief
Barry Young, Fire Chief
Kevin Shearer, Battalion Chief
Toby Spears, Finance Director
Kevin Robinson, Development Director
Bobby Arther, Municipal Judge
Meghan Mooney, Communications Director
Jarred De La Cruz, Marketing Coordinator
Shelia Baker, General Services Director
Doug McDaniel, Recreation Director
Matt Hughes, Rockwind Community Links Superintendent
Bryan Wagner, Parks and Open Spaces Director
Wade Whitehead, Parks and Open Spaces Superintendent
Ron Roberts, Information Technology Director
Christa Belyeu, Acting Information Technology Director
Sandy Farrell, Library Director
Kristen Salas, Clerk Record Specialist
Mollie Maldonado, Deputy City Clerk
8 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Mills moved the minutes of the regular meeting of July 18, 2022, be approved as written. Commissioner Gerth seconded the motion and the vote was recorded as follows: Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

None.

Public Comments

None.

Consent Agenda

Mayor Cobb explained the process for the consent agenda which is reserved for items which are routine when the agenda is lengthy. He stated any member of the Commission may request an item to be transferred to the regular agenda from the consent agenda without discussion or vote.

Commissioner Mills moved for approval of the following Consent Agenda items:

Resolution No. 7231 – Authorizing an Agreement with the Southeastern New Mexico Economic Development District/Council of Governments for FY 22-23

There being no discussion, Commissioner Fields seconded the motion and the vote was recorded as follows: Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Discussion

None.

Action Items

FINAL ADOPTION: Ordinance No. 1143 - Consenting to the 7773 Annexation of a Tract of Land Located in Section 16, Township 18 South, Range 38 East (Located Southwest of the Intersection of Millen Drive and Ja-Rob Lane)

Mr. Kevin Robinson, Planning Department, explained the proposed 7773 Annexation of a tract of land located in Section 16, Township 18 South, Range 38 East containing +/- 8.38

acres. He stated the property is located southwest of the intersection of Millen Drive and Ja-Rob Lane. The annexation proposal was reviewed by the Planning Board at its meeting on June 27, 2022, and recommended for approval to the Commission.

In response to Mayor Cobb's question, Mr. Robinson stated the location is a strip mall and is the current new Quizno's and annexation of a future area will occur at a later date.

Proper publication having been made, and there being no public comment, Commissioner Penick moved that Ordinance No. 1143 be adopted as presented. Commissioner Mills seconded the motion and the vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the ordinance and supporting documentation are attached and made a part of these minutes.

FINAL ADOPTION: Ordinance No. 1144 - Consenting to the Torres Annexation of a Tract of Land Located in Section 10, Township 18 South, Range 38 East (Located Southeast of the Intersection of Alegre Drive and Grimes Street)

Mr. Robinson explained the proposed Torres Annexation of a tract of land located in Section 10, Township 18 South, Range 38 East, containing +/- 5.06 acres. He stated the property is located southeast of the intersection of Alegre Drive and Grimes Street. The annexation proposal was reviewed by the Planning Board at its June 27, 2022, meeting and recommended for approval to the Commission.

Proper publication having been made, and there being no public comment, Commissioner Fields moved that Ordinance No. 1144 be adopted as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the ordinance and supporting documentation are attached and made a part of these minutes.

PUBLICATION: Proposed Ordinance Approving a Real Estate Purchase Agreement to Sell and Convey a Parcel of Land Comprised of the Replat of Lots 13 and 14 of the Hobbs Industrial Air Park South Subdivision to Southwestern Public Service Company for the Purchase Price of \$450,000.00

Mr. Robinson explained the proposed ordinance and stated the City of Hobbs is proposing to sell a municipally owned parcel comprised of Lot 13 and Lot 14 in the Hobbs Industrial Air Park South Subdivision to Southwestern Public Service Company for the purchase price of \$450,000. The purpose of the sale is Economic Development. Mr. Robinson explained the terms of the proposed Purchase Agreement.

In response to Commissioner Mills' question, Mr. Robinson stated approval tonight is only for approval to publish the proposed ordinance and the public may speak on the item at the first meeting in September or when the ordinance is scheduled for adoption.

There being no discussion, Commissioner Gerth moved that the Commission publish notice of its intent to adopt the ordinance at a later date. Commissioner Fields seconded the motion and the vote was recorded as follows: Mills no, Fields yes, Calderón yes, Penick no, Gerth yes, Cobb yes. The motion carried. Copies of the proposed ordinance and supporting documentation are attached and made a part of these minutes.

Consideration of Approval to Purchase a Cyber Recovery Solution for the I.T. Department from Dell Technologies in the Amount of \$346,078.35 Utilizing State Contract Pricing

Ms. Christa Belyeu, Acting Information Technology Director, stated the Information Technology Department is requesting to purchase a Cyber Recovery Solution to improve the security of the City's data and technological environment. This solution would be purchased from Dell Technologies in the amount of \$346,078.35 on State Contract (60-00-15-00008AH). She explained it is an air-gapped solution which consists of a combination of hardware, software, licensing and support. CyberVault is a proven cyber recovery solution with an automated recovery process. Ms. Belyeu stated the software provides full content scanning and analysis of the entire environment which gives the City the ability to identify a clean copy of data to restore into production in the event of a cyber-attack.

There being no discussion, Commissioner Calderón moved to approve the purchase in the amount of \$356,078.35. Commissioner Penick seconded the motion and the vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Consideration of Approval to Purchase a 200 HP VFD for the Jefferson Booster Pump Station from Eaton Corporation in the Amount of \$84,328.07 Utilizing State Contract Pricing

Mr. Tim Woomer, Utilities Director, stated the Utilities Department is requesting to purchase a 200 HP VFD from Eaton Corporation in the amount of \$84,328.07 utilizing State Contract No. 70-000-17-00010. He stated the purchase of this VFD would replace a VFD that is in need of major repairs and spare parts have become obsolete. Mr. Woomer explained this VFD serves a critical function in providing the drinking Water for the City of Hobbs.

There being no discussion, Commissioner Mills moved to approve the purchase in the amount of \$84,328.07. Commissioner Gerth seconded the motion and the vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Resolution No. 7232 – Authorizing a Contract with the Non-Metro Area Agency on Aging for the City of Hobbs Senior Center

Mr. Doug McDaniel, Recreation Director, stated the City of Hobbs Senior Center has submitted an Area Plan to Non-Metro Area Agency on Aging and has been awarded funding up to \$146,654.36. This resolution authorizes the City Manager to execute a contract with the Non-Metro Area Agency on Aging to receive funds to provide meal services for senior citizens. It is anticipated that during FY 23, the Senior Center will distribute approximately 46,000 meals.

Ms. Angela Courter, Senior Affairs Coordinator, displayed a plaque which she had located in a closet at the Senior Center with a resolution dated August 21, 1972, from the Hobbs City Commission.

Commissioner Penick thanked Ms. Courter for her hard work at the Senior Center.

There being no further discussion, Commissioner Penick moved that Resolution No, 7232 be adopted as presented. Commissioner Mills seconded the motion and the vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7233 – Authorizing the Renewal and Second Contractual Amendment of the Professional Services Agreement with Life Skills Fore Youth of the Pecos

Mr. McDaniel stated one of the missions at Rockwind Community Links is to grow the game of golf by offering various junior golf programs and The First Tee continues to play an important role in teaching not only golf but life skills. In June 2019, the Commission approved a Professional Services Agreement with The Fire Tee for a term of one year with three additional one-year renewal options. The first renewal open was approved in June of 2020. In July of 2021, the second option was approved with a First Amended to include the addition of Junior Bill Funding. Tonight, the third and final renewal option is being presented for consideration which will be the Second Contractual Amendment. The City of Hobbs has received \$80,000.00 from the SB1 Junior Appropriation Bill. These funds will assist in the City's funding of the First Tee Program, of which the funded amount will not change from the previous amount of \$109,560.00.

There being no discussion, Commissioner Calderón moved that Resolution No, 7233 be adopted as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7234 – Authorizing the Renewal and First Contractual Amendment of the Professional Services Agreement with the Boys and Girls Club of Hobbs

Mr. McDaniel stated the City of Hobbs and the Boys and Girls Club have entered into a Professional Services Agreement since the Club has the technical and professional experience to operate a nine (9) week Summer Program. The Club will also operate, concurrently, a Special Needs program and will hire staff to supervise both of these programs. Additionally, the Club will also enter into a contract with Gus Macker for the operation of the Gus Macker 3-on-3 Basketball Tournament during the Hobbs Downtown Slam & Jam, and will also provide scorekeepers and the Head Referee for this event. Staff is requesting approval of a Professional Services Agreement for the third and final renewal option available under the initial agreement. The City of Hobbs has received \$50,000.00 from the SB1 Junior Appropriation Bill. These funds will assist in the City's funding of the Boys and Girls Club youth development programs. With the SB1 funding of \$50,000.00, the total contribution will become \$119,000.00, as amended for FY 23.

Mayor Cobb recognized Mr. Mike Clampitt, Executive Director of the Boys and Girls Club of Hobbs and expressed appreciation for his hard work over the years.

Mr. Clampitt stated the 39th Annual Car Raffle is underway at the Boys and Girls Club which is the biggest fundraiser for the Club. He stated tickets are available for purchase in many locations, and the raffle ticket winner will receive a \$30,000.00 credit at Permian Auto Dealership towards the purchase of a new or used vehicle.

There being no discussion, Commissioner Gerth moved that Resolution No, 7234 be adopted as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Mr. Tim Woomer, Acting City Manager, stated 97 teams participated in the USSSA Tournament in Hobbs during the past weekend.

Commissioner Gerth stated many participants at the USSSA Tournament stated they very much enjoy coming to Hobbs and playing on the great fields. He also expressed appreciation to the Rockwind Community Links Staff for the golf course looking so fantastic. He also thanked Mr. Ben Kirkes, Golf Professional, and his staff for doing a great job inside the Pro Shop as well.

Commissioner Calderón stated he recently suffered a heat stroke in the hot temperatures, and he encouraged outdoor City Staff to drink plenty of water and electrolytes to stay hydrated.

Commissioner Penick thanked Mr. Matt Hughes and staff at the golf course for looking so great. He also thanked Mr. Mike Clampitt for all he does at the Boys and Girls Club. He again thanked Ms. Angela Courter at the Senior Center for her hard work. Commissioner Penick also thanked Ms. Shelia Baker and her staff and also thanked to Mr. Doug McDaniel for his crew in the Recreation Department.

Mayor Cobb stated representatives from Silver City, New Mexico, are traveling to Hobbs to see all of the great facilities in Hobbs. He also stated there would be a tour at the Veterans Clinic.

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: Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 6:50 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROCLAMATIONS

AND

**AWARDS OF
MERIT**

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, there is now a new day dedicated to never giving up called Never Give Up Day which is an International Day which is an International Day celebrated worldwide on August 18th; and

WHEREAS, celebrating Never Give Up Day is a necessary part of life as most of us must understand the importance of never giving up in our personal as much as in our professional life; and

WHEREAS, just like any other special day, our strong presence of ambition, drive, and determination not to give up must be celebrated on a particular day each year; and

WHEREAS, Never Give Up Day is a highly relevant day for health care providing organizations, associations and charities to hold a call to action and fundraising activities; and

WHEREAS, Never Give Up Day can greatly assist every caregiver in their efforts to help find the right door for those who need specific treatment, help or services; and

WHEREAS, such a valuable initiative will have a positive influence on the image of the city and its people;

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim August 18th, 2022 as

"NEVER GIVE UP DAY"

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of August, 2022, and cause the seal of the City of Hobbs to be affixed hereto.

ATTEST:



JAN FLETCHER, CITY CLERK

SAM D. COBB, MAYOR



Milestones

August 2022

5 years

Gerardo Quintana	Fire	08/28/17
Joshua Thomas	HPD	08/21/17

10 years

Rodney Smith	Fire	08/20/12
Rebecca Morley	HPD	08/22/12

20 years

Carlos Martinez	HPD	08/05/02
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CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 15th, 2022

SUBJECT: Acceptance of future proceeds from "Raymond H. Eaves Revocable Trust" restricted to capital improvements for the City of Hobbs Animal Adoption Center and support for the City of Hobbs "First Tee Program"

DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: August 2nd, 2022
SUBMITTED BY: Toby Spears, Finance Director

Summary:

The City of Hobbs was awarded a future restricted donation thru "The Raymond H. Eaves Revocable Trust" in the amount of \$200,000.00 less banking trust fees. The allocation is as follows: 1) City of Hobbs Animal Adoption Center \$100,000.00 (less trust fees) specifically for capital improvements, 2) the City of Hobbs First Tee Program \$100,000.00 (less trust fees) for support.

Fiscal Impact:

Reviewed By: 
Finance Department

The City of Hobbs will create a restricted revenue/project code within the Animal Adoption Center and Rockwind Community Links budget to account for the trust activity. Budgeted amounts in the amount of \$100,000.00 (less trust fees, revenue and expense) for Animal Adoption and \$100,000.00 (less trust fees, revenue and expense) for Rockwind Community Links First Tee Program.

Attachments:

The Raymond H. Eaves Marital Trust Document

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

To be determined by City Commission.

Approved For Submittal By:


Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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



The Private Bank

Elyssa Schnurr
Senior Vice President
Senior Trust Advisor

Wells Fargo Wealth Management
MAC T0168-030
825 Town & Country Lane
3rd Floor, Suite 300
Houston, TX 77024

Work: 346-308-6064
Cell: 346-237-1197
Elyssa.Schnurr@wellsfargo.com

July 25, 2022

City of Hobbs, New Mexico
200 E Broadway St,
Hobbs, NM 88240
ATTN: Mayor Sam Cobb

Dear Mayor Cobb,

As you discussed with Phyllis Silverstein, enclosed please find the redacted copy of the Raymond H. Eaves Revocable Trust which specifies the potential gift to the City of Hobbs, New Mexico for the Animal Shelter and the First Tee program upon the death of Barbara Eaves.

As I offered in my emails to you, for your convenience, I am also enclosing a return Fed Ex package and label for you to send back the entire trust document that was initially sent to your office.

Please feel free to reach out to me if you have any questions. Thanks very much.

Sincerely,

Elyssa Schnurr
Senior Trust Advisor
Wells Fargo Wealth Management.

**THE RAYMOND H. EAVES REVOCABLE TRUST
(2019 AMENDED AND RESTATED)**

WHEREAS, RAYMOND H. EAVES (“Grantor”), presently of Dripping Springs, Texas, entered into a Trust Agreement creating THE RAYMOND H. EAVES REVOCABLE TRUST with RAYMOND H. EAVES, as trustee, said Trust Agreement being dated August 5, 1994, and Grantor amended or restated said Trust Agreement on February 6, 1995, January 12, 1999, June 21, 2007, June 17, 2011, November 19, 2015, and May 24, 2017 (said Trust Agreement, as previously amended and restated, the “Existing Trust Agreement”);

WHEREAS, by the terms of the Existing Trust Agreement, RAYMOND H. EAVES reserved the right at any time to amend the Existing Trust Agreement in whole or in part pursuant to the provisions of Article V thereof; and

WHEREAS, the Grantor desires to further amend the Existing Trust Agreement by amending and restating the same in its entirety.

NOW, THEREFORE, in consideration of the foregoing, Grantor hereby amends and restates THE RAYMOND H. EAVES REVOCABLE TRUST in its entirety as follows:

THIS AGREEMENT made and entered into by and between RAYMOND H. EAVES, Grantor, and RAYMOND H. EAVES, trustee,

WITNESSETH:

WHEREAS, Grantor has previously transferred certain property to trustee;

WHEREAS, Grantor may, from time to time hereafter, subject additional property to this trust; and

WHEREAS, Grantor desires that trustee retain the custody of any property which may be delivered to trustee, and collect, hold in trust, invest, reinvest and distribute other property subjected to this trust, all in accordance with the terms of this Agreement;

NOW, THEREFORE, for and in consideration of the premises, trustee and Grantor agree and declare that trustee will accept all property acceptable to trustee, herewith or hereafter delivered, devised or bequeathed to trustee, and will hold such property in trust upon the terms and conditions hereinafter set forth.

ARTICLE I

1.1 Administration of the Trust During Grantor’s Lifetime. So long as Grantor is living, Grantor shall be the income beneficiary of the trust, and trustee shall pay such part or parts of the income or corpus, or both, of the trust as trustee shall deem proper for the support, benefit and comfort of Grantor, accumulating and adding to corpus any income which is not so paid. In addition, if BARBARA EAVES (“BARBARA”) is married to Grantor and there is not pending a proceeding to dissolve the marriage, trustee may pay such parts of the income or

(b) On BARBARA's death, any undistributed income of the trust shall be paid to the executor or administrator of BARBARA's estate. Trustee shall then pay from the remaining corpus, either directly or to the executor or administrator of BARBARA's estate, as trustee deems advisable, the amount of death taxes imposed by reason of BARBARA's death which would otherwise be recoverable by her estate pursuant to section 2207A of the Internal Revenue Code. Trustee's selection of assets to be sold, if any, to pay any amount of tax described above in this section 1.3(b) shall be final and shall not be subject to question by any person. Trustee shall allocate the remaining corpus of the trust (or all of the undistributed income and corpus of the trust if BARBARA fails to survive Grantor or is not married to Grantor or if there is pending a proceeding to dissolve their marriage at the date of his death) as follows:

(i) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] then

(ii) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] then

(iii) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] then

(iv) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED] then

(v) One Hundred Thousand Dollars (\$100,000) to the City of Hobbs, New Mexico to be used for capital improvements to the animal shelter facility owned and operated by the City of Hobbs, New Mexico. In the event there is no longer an animal shelter facility that is owned and operated by the City of Hobbs, New Mexico, such gift shall be made to its successor animal shelter facility in the City of Hobbs, New Mexico or, if none, to such animal shelter facility in or around Hobbs, New Mexico that is chosen by the trustee and that is then described in Internal Revenue Code sections 170(c), 2055(a), and 2522(a); then

(vi) One Hundred Thousand Dollars (\$100,000) to the City of Hobbs, New Mexico to be used in support of The First Tee program conducted by the City Recreation Department at the Rockwind Community Links owned by the City. In the event there is no longer a well-established active First Tee program being administered by the City, this grant should be made to The First Tee national organization in St. Augustine, Florida. In either instance, this grant will be unrestricted; then

(vii) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(h) The trust consultant of any trust created under this Agreement shall have the right to resign at any time by giving thirty (30) days written notice (which notice may be waived), in recordable form, to the adult income beneficiary of such trust, or if there is no adult income beneficiary, then by filing a written resignation in the Deed Records of Travis County, Texas, at least thirty (30) days prior to the effective date of such resignation.

ARTICLE V

5.1 If any provision of this Agreement should be held illegal or invalid when applied to any property interest, such invalidity or illegality shall not affect the remaining provisions, or any other property interests, and each provision of this Agreement shall exist separately and independently, and shall be applied to property interests separately and independently, of every other provision, and this Agreement shall be construed as if such illegal or invalid provision had never existed.

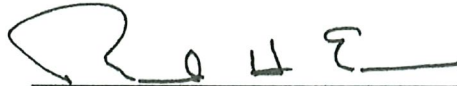
5.2 This Agreement may be altered, amended or revoked, in whole or in part, by Grantor; provided, however, that after Grantor's death, this Agreement may not be altered, amended or revoked by any person.

5.3 This Agreement shall be known as "THE RAYMOND H. EAVES REVOCABLE TRUST."

5.4 If any beneficiary of any trust created hereunder asserts any claim whatsoever (except to bona fide pre-death debts), any statutory election (except Grantor's wife's homestead rights), or any other right or interest against or in the property of any trust created herein, Grantor's estate, or Grantor's last Will, other than pursuant to the express terms of Grantor's last Will and this trust instrument, or directly or indirectly contests, disputes or calls into question, before any tribunal, the validity of this instrument or Grantor's last Will, then such beneficiary shall thereby absolutely forfeit any beneficial interests which such beneficiary might otherwise have under this instrument or Grantor's last Will, and the interests of the other beneficiaries shall thereupon be appropriately and proportionately increased. In addition, all of the provisions of this instrument, to the extent that they confer any benefits, powers, or rights upon such claiming, electing or contesting beneficiary, shall thereupon become absolutely void and revoked. The foregoing shall not be construed, however, to limit the appearance of any beneficiary as a witness in any proceeding involving this instrument or Grantor's last Will, nor to limit any beneficiary's appearance in any capacity in any proceeding solely for the construction of said documents.

EXECUTED in multiple counterparts, each of which shall be deemed an original, as of the last date written below.

3-2-19
DATE


RAYMOND H. EAVES
Grantor

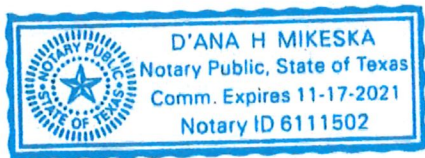
3-2-19
DATE


RAYMOND H. EAVES
Trustee

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared RAYMOND H. EAVES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration, and in the capacities, therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of March, 2019.




Notary Public, State of Texas



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 8/15/2022

SUBJECT: A resolution relating to the collection of tuition for training services paid for by the Hobbs Police Department.

DEPT. OF ORIGIN: Police Department
DATE SUBMITTED: 8/4/2022
SUBMITTED BY: Captain Chad Wright

Summary:

The City desires to collect tuition for training purchased from the budget of the Hobbs Police Department in order to recoup some expenses back to the training budget of the Hobbs Police Department.

Fiscal Impact:

The Hobbs Police Department contracted the course titled Managing the Field Training Officer Unit from the National Association of Field Training Officers for \$6,500. The class has thirty allowable attendee slots. The Hobbs Police Department will utilize 10 of those slots, and wishes to charge \$217 for the remaining 20 slots. The collected tuition would be receipted as revenue in the City of Hobbs general fund and a future offsetting budget adjustment to the HPD expenditure training line.

Digitaly signed by Toby Speers, CFE, CPA
DN: cn=Toby Speers, CFE, CPA, ou=City of Hobbs,
ou=Finance Director, email=tospe@hobbsnm.org,
c=US
Date: 2022.08.03 09:23:46 -0600

Reviewed By: _____
Finance Department

Attachments:

Hosting Agency Agreement between the Hobbs Police Department and National Association of Field Training Officers.

Resolution

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

To make a motion to approve the resolution

Approved For Submittal By:

Active Chief
Department Director 8-4-22

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7235

A RESOLUTION RELATING TO THE COLLECTION OF TUITION FOR TRAINING SERVICES PAID FOR BY THE HOBBS POLICE DEPARTMENT

WHEREAS, the Hobbs Police Department has agreed to host the National Association of Field Training Officers (NAFTO) Course Managing the FTO unit at the Hobbs Police Department, 300 N. Turner, Hobbs, NM 88240, on September 12 and 13, 2022; and

WHEREAS, the Course has thirty (30) allowable attendee slots and the Hobbs Police Department will only utilize 10 of the 30 available slots; and

WHEREAS, the Hobbs Police Department seeks to allow other law enforcement agencies to send attendees to the Course at a rate of \$217.00 per attendee; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, the Hobbs Police Department shall be allowed to admit additional attendees from outside law enforcement agencies at \$217.00 per attendee. The City of Hobbs Finance Department shall establish and oversee all receivables associated with this measure.

PASSED, ADOPTED AND APPROVED this 15th day of August, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



HOSTING AGENCY

It is indeed an honor and our pleasure that the **Hobbs Police Department** has agreed to host the NAFTO Course Managing the FTO Unit, to be held at **Hobbs Police Department, 300 N Turner, Hobbs, NM 88240** on September 12 and 13, 2022.

This contract outlines the responsibilities and expectations between **Hobbs Police Department**, and the National Association of Field Training Officers (NAFTO).

1. Up to thirty (30) 2-day registrations will be provided to the **Hobbs Police Department** for their use, in exchange for the following:
 - **Hobbs Police Department** will provide – upon signature of agreement - a liaison, including their name and all contact information, to work directly with Graham Tinius (Training Coordinator) to coordinate all necessary requirements to prepare for the seminar. This includes A/V set up, facility layout, shipping and course certification needs.
 - **Hobbs Police Department** will also provide the name and contact information for the on-site liaison (if different from above) who will be available to the NAFTO staff for the duration of the course.
 - **Hobbs Police Department** liaison will provide the following:
 - Instructor access to facility one day prior to class to conduct sound/equipment check (if needed).
 - Arrive to class location at 7:15am on Day 1 to assist in the registration process and AV setup.
 - Provide interior security for duration of course, ensuring all entering are registered attendees (if necessary)
 - Assistance with logistical or audio/visual issues that may arise during the course of the entire seminar.
2. The **Hobbs Police Department** shall provide, at their expense, a classroom facility to comfortably seat a minimum of 50 attendees. Facility must include, but is not limited to the following required Audio / Visual Equipment
 - House Sound
 - House Lighting System
 - LCD Projector on a 36-inch high metal audio-visual projector cart or ceiling mounted projection system that will integrate with instructor's laptop and software
 - 10 x 12 Projection Screen
 - A white board with dry erase markers
 - A self-adhesive flip chart/easel pad (25"x30") and markers
 - Accessible WiFi for students
 - A reasonable number of outlets, extension cords, and/or power strips to provide electrical power for student use
3. The two-day course fee has been set at \$6500. Payment will be made by **the Hobbs Police Department** to NAFTO, no later than **30 days after** the last day of class. Payment can be made by check, credit card, or purchase order.
4. Upon completion of the course, NAFTO will provide a certificate of completion electronically.
5. Upon completion of the course, the **Hobbs Police Department** agrees to mail, within a week, the completed evaluations and any course materials, handouts, or certificates left behind to NAFTO, 20987 N. John Wayne Pkwy, Ste #B104-189, Maricopa, AZ 85139, if applicable.
6. Cancellations and Refunds are not offered after **07/18/2022**. Cancellation after this date, by the **Hobbs Police Department**, will result in an invoice for the full tuition amount, collectable at time of invoice.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 15, 2022

SUBJECT: Authorizing Out of City for Elected Officials to Attend the 65th NMML Annual Conference held August 31 through September 2, 2022.

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: August 10, 2022
SUBMITTED BY: Mollie Maldonado, Deputy City Clerk

Summary:

The New Mexico Municipal League is hosting the 65th NMML Annual Conference to be held on August 31 through September 2, 2022. The conference workshops consist of presentations, panels and discussions focused on the common issues cities face, training on navigating the duties of a public official and hear motivational speakers.

Governing body approval is required by Resolution No. 5814 adopted by the Hobbs City Commission on April 16, 2012, for travel by any Mayor or Commissioner which exceeds \$1,000.00 per training.

Fiscal Impact:

Reviewed By: 

Funds would be expended from the Commission Travel Meals and Schools Line Item Budget No. 010100-42302 for the out of town travel costs for each as follows for Mayor Sam Cobb and Commissioners Chris Mills, Larron Fields, Joe Calderon, and Dwayne Penick:

Registration	\$300.00	
Hotel	\$379.19	(3 nights)
Food	\$219.00	(\$59 per day x 3 + \$42 per half day)
Mileage	<u>\$285.30</u>	(.45 per mile x 634 miles round trip)
	\$1,183.49	

Total Cost \$5,917.45

Attachments:

Resolution
Travel/Mileage Memo from DFA
Travel Map

Legal Review:

Approved As To Form: 

City Attorney

Recommendation:

Approval of 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. 7236

A RESOLUTION AUTHORIZING OUT OF CITY TRAVEL TO ATTEND THE
65TH NMML ANNUAL CONFERENCE HELD AUGUST 31 THROUGH
SEPTEMBER 2, 2022, IN ALBUQUERQUE, NEW MEXICO

WHEREAS, the New Mexico Municipal League is hosting the 65th Annual Conference in Albuquerque, New Mexico, and

WHEREAS, the Conference consists of presentations, panels and discussions focused on the common issues cities face, training on navigating the duties of a public official and inspiration and motivational speakers; and

WHEREAS, pursuant to Resolution No. 5814 adopted by the Hobbs City Commission on April 16, 2012, approval is required for travel by the Mayor or any Commissioner which exceeds \$1,000.00 per training; and

WHEREAS, the following elected officials desire to travel to Albuquerque, New Mexico, on August 31, 2022 through September 2, 2022, to participate in 65th NMML Annual Conference:

Traveler(s): Sam Cobb, Chris Mills, Larron Fields, Joe Calderon and Dwayne Penick.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that travel and related expenses not to exceed \$1,183.49 each are approved for the above-elected officials to travel to Albuquerque, New Mexico, as specified, and all travel costs shall be subject to the City of Hobbs Travel Policy.

PASSED, ADOPTED AND APPROVED this 15th day of August, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



DISCUSSION

The New Mexico Educational Future In your Hands

UPDATE. UPGRADE. UPLIFT.

**VOTE
FOR
Bond**



NOV. 8, 2022

BOND C will help:

Build a new Vocational Trades Facility

- Expand our training capacity to align with high school students completing their entry level career pathways and continue with intermediate and advanced training at NMJC.
- With increased demand for short-term workforce training, the need to expand capacity and opportunity for the trainings and programs we offer has never been higher.
- To provide a more hands-on, real-world training experience.
- To be able to provide more customized training for our local business & industry clients.



HIGHER-ED BOND C is an investment in the future of NMJC, Lea County, and the State of New Mexico.

HIGHER ED BOND C

Providing Additional Workforce Training for Lea County

- The energy sector is seeing an increase in demand for high-value occupations in oil & gas related industries.
- NMJC needs more space to train skilled workers for the various energy professions needed in Lea County and New Mexico.

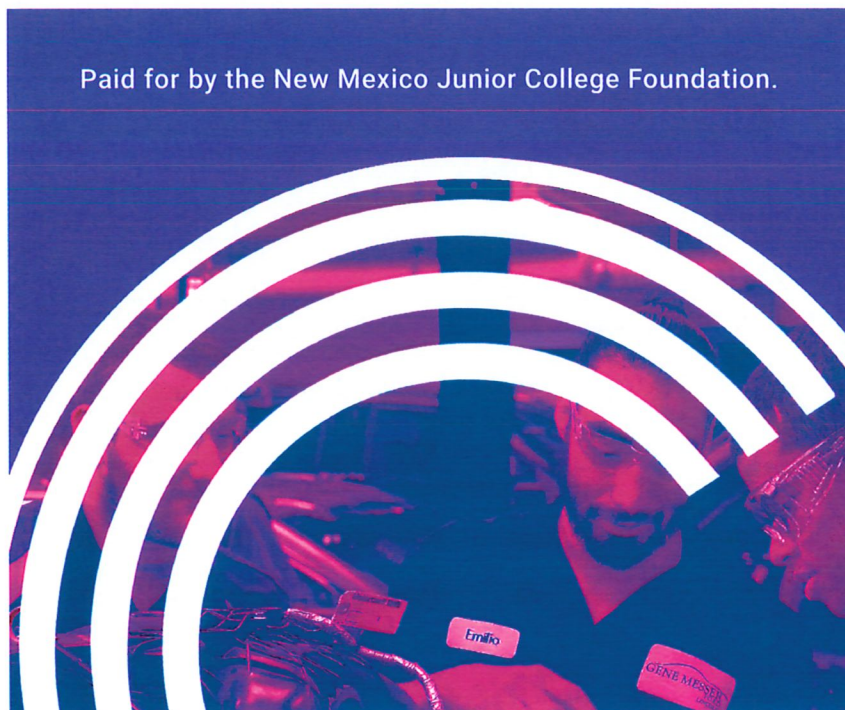
High demand trainings positioned for growth in the Vocational Trades Facility:

- Oil & Gas Training
- Lineman Utility Training
- Instrumentation & Controls
- Welding

NMJC
New Mexico Junior College

NMJC.EDU

Paid for by the New Mexico Junior College Foundation.

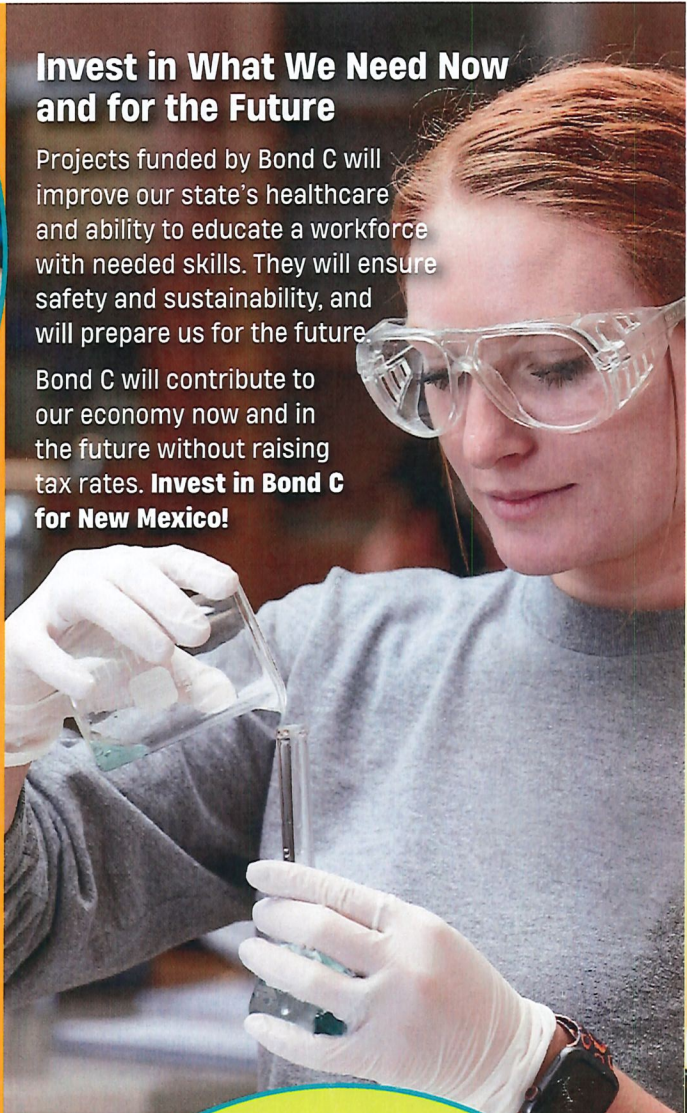




Invest in What We Need Now and for the Future

Projects funded by Bond C will improve our state's healthcare and ability to educate a workforce with needed skills. They will ensure safety and sustainability, and will prepare us for the future.

Bond C will contribute to our economy now and in the future without raising tax rates. **Invest in Bond C for New Mexico!**



College is Affordable and a Good Return on Investment

New Mexico was named second on a list of seven states where "college is worth the cost," according to an article on forbes.com. According to Student Loan Hero, New Mexico students enjoy an average 151% ROI (return on their investment) on a degree.

By offering competitive college programs, certificates and degrees, New Mexico can keep our best and brightest students in state.

Getting an Education Still Matters

- Bachelor's-degree recipients take home \$17,800 more in after-tax income than high school graduates.
- Some 83% of college graduates were employed as of 2019, compared to 78% who had an associate's degree and 69% who completed high school.
- By 2031, economists estimate only 30% of jobs will be open to workers without college degrees.

BondCforNM.com



IMPORTANT DATES

**Early In-Person & Absentee Voting:
Begins Tue, Oct 11, 2022**

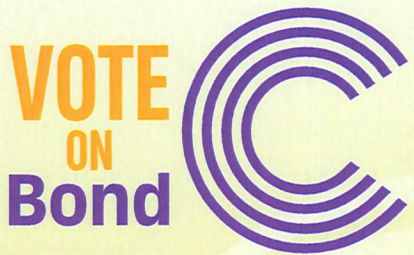
**Expanded Early Voting:
Sat, Oct 22-Sat, Nov 5, 2022**

Election Day: Tue, Nov 8, 2022

*Paid for by the GO Bonds for Education Committee,
Dr. Steven Gamble and Ronnie Birdsong, co-chairs.*

UPLIFT EDUCATION

Support New Mexico's Public Colleges,
Universities & Specialty Schools



NO TAX RATE INCREASE



BondCforNM.com



New Mexico's public colleges, universities and specialty schools are our opportunity for a better future. Yet, many are badly in need of renovations to offer modern, safe facilities in which our students can learn.

For many institutions, the General Obligation (GO) Bond is their ONLY opportunity to receive enough funding to make these upgrades. Bond C would add gross receipts tax revenues and create economic benefits in 22 communities across New Mexico.



A college education can help secure the future:

- Individuals who have a college education earn more money.
- They are more likely to be employed.
- In less than 10 years, nearly 3 out of every 4 jobs will require a college degree.

Bond C would create 2,000 new jobs in construction, architecture and related fields!

Investing In Higher Education = Investing In New Mexico

2022 BOND C ALLOCATION BY COUNTY AND COLLEGE, UNIVERSITY AND SCHOOL

BERNALILLO	\$96,000,000	MCKINLEY	\$7,000,000
Central New Mexico Community College	\$15,000,000	Navajo Technical University	\$4,000,000
The University of New Mexico	\$45,000,000	The University of New Mexico-Gallup	\$3,000,000
UNM Health Sciences Center	\$36,000,000		
CHAVES	\$5,800,000	OTERO	\$4,000,000
Eastern New Mexico University-Roswell	\$1,800,000	New Mexico School for the Blind and Visually Impaired	\$4,000,000
New Mexico Military Institute	\$4,000,000		
CIBOLA	\$1,250,000	RIO ARRIBA	\$3,000,000
New Mexico State University-Grants	\$1,250,000	Northern New Mexico College	\$3,000,000
CURRY	\$1,685,000	ROOSEVELT	\$9,675,000
Clovis Community College	\$1,685,000	Eastern New Mexico University	\$9,675,000
DOÑA ANA	\$49,850,000	SAN JUAN	\$8,000,000
Doña Ana Community College	\$1,350,000	Diné College	\$5,000,000
New Mexico State University-Las Cruces	\$48,500,000	San Juan College	\$3,000,000
GRANT	\$2,000,000	SAN MIGUEL	\$6,000,000
Western New Mexico University	\$2,000,000	Luna Community College	\$1,500,000
HIDALGO	\$5,000,000	New Mexico Highlands University	\$4,500,000
New Mexico Institute of Mining and Technology (Playas)	\$5,000,000	SANTA FE	\$3,700,000
LEA	\$2,100,000	New Mexico School for the Deaf	\$1,400,000
New Mexico Junior College	\$2,100,000	Santa Fe Community College	\$2,300,000
LOS ALAMOS	\$1,300,000	SOCORRO	\$3,300,000
The University of New Mexico-Los Alamos	\$1,300,000	New Mexico Institute of Mining and Technology	\$3,300,000
LUNA	\$2,000,000	TAOS	\$3,000,000
Western New Mexico University-Deming Learning Center	\$2,000,000	The University of New Mexico-Taos	\$3,000,000
		VALENCIA	\$900,000
		The University of New Mexico-Valencia	\$900,000

TOTAL 2022 Bond C Funding: \$215,560,000





ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 15th, 2022

SUBJECT: Resolution authorizing a contract and an HB 2 legislative appropriation to the Guidance Center of Lea County for projects, programs and guidance services for homeless persons in Hobbs, New Mexico

DEPT. OF ORIGIN: Finance
DATE SUBMITTED: August 2, 2022
SUBMITTED BY: Toby Spears, CPA, CFE - Finance Director

The City of Hobbs received a House Bill 2 Junior Appropriation in the amount of \$50,000 to combat City of Hobbs homelessness through the use of projects, programs and guidance services. These funds will pass through to the Guidance Center of Lea County based on the terms of the contract. (see attached) The term of the legislative appropriation is July 1, 2022 thru June 30, 2023.

Fiscal Impact:


Reviewed By: 
Finance Department

The legislative revenue appropriation will need a budgetary adjustment in the amount of \$50,000 and the offsetting \$50,000 expense to the Guidance Center of Lea County.

Attachments:

- Certification of HB2 Appropriation
- HB2 Request Reimbursement Form (Exhibit A)
- HB2 Final Report Form (Exhibit B)
- Contract with the Guidance Center of Lea County
- Resolution

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

To be determined by City Commission.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7237

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GUIDANCE CENTER OF LEA COUNTY AND THE DEPARTMENT OF FINANCE AND ADMINISTRATION HB2 LEGISLATIVE APPROPRIATION

WHEREAS, the Department of Finance and Administration HB2 legislative appropriation desires to provide funding to the City of Hobbs for projects, programs and guidance services to be provided through the Guidance Center of Lea County; and

WHEREAS, the City desires to enter into an Agreement with the Department of Finance and Administration HB2 legislative appropriation and said services shall be provided through the Guidance Center of Lea County; and

WHEREAS, the City shall pay the Guidance Center of Lea County the amount of funding it receives from the Department of Finance and Administration HB2 legislative appropriation ; and

WHEREAS, Guidance Center of Lea County will execute a Professional Services Agreement obligating itself to all the terms and conditions as set forth in the Agreement between the Department of Finance and Administration HB2 legislative appropriation and the City.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and hereby is, authorized and directed to execute the attached Agreement with the Guidance Center of Lea County and the Department of Finance and Administration HB2 legislative appropriation.

PASSED, ADOPTED AND APPROVED this 15th day of August, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

APPROPRIATION RECIPIENT:

City of Hobbs

<u>APPROPRIATION NUMBER:</u>	<u>APPROPRIATION AMOUNT:</u>	<u>REVERSION DATE:</u>
22-ZG9306	\$ 50,000	June 30, 2023

APPROPRIATION LANGUAGE

Fifty thousand dollars (\$50,000) for projects, programs and guidance services for homeless persons in Hobbs. Funds unexpended by June 30th, 2023, will be reverted to the State of New Mexico’s general fund.

APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Reimbursing Agency the Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Reimbursing Agency will review these documents to ensure all expenses to be reimbursed reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is July 14th, 2023. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

CERTIFICATION

I hereby certify that **City of Hobbs**

1. Will only use the appropriation funds to carry out and/or perform activities described in appropriation language.
2. Will comply with 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.
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, “Anti-Donation Clause.”
4. Will follow the procedure described in “Appropriation Reimbursement” for reimbursement of appropriated funds.

Appropriation Recipient Representative

Date

Appropriation Recipient CFO

Date

APPROVAL

In in accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number **22-ZG9306 in the amount of \$50,000.**

Donnie Quintana
Director, Local Government Division

Date

STATE OF NEW MEXICO House
SB1 Junior Appropriation
Request for Payment Form
Exhibit A

I. Grantee Information

(Make sure information is complete & accurate)

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

City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

- A. Payment Request No. _____
B. Grant Amount: \$ 0.00
C. AIPP Amount (If Applicable): \$ 0.00
D. Funds Requested to Date: \$ 0.00
E. Amount Requested this Payment: \$ 0.00
F. Reversion Amount (If Applicable): \$ 0.00
G. Grant Balance: \$ 0.00
H. GF GOB STB (attach wire if first draw)
I. Final Request for Payment (if Applicable)

III. Fiscal Year : 2023 (July 1, 2022-June 30, 2023)

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

IV.

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



PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the ____ day of August, 2022, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City") and The Guidance Center of Lea County, an independent contractor with a business address of 920 W. Broadway St., Hobbs, NM 88240 (hereinafter referred to as "Contractor").

This Contract (hereinafter referred to as "Agreement") is a:

- Category 1 Contract:** (\$0 – not to exceed \$20,000.00). Purchasing requires good faith efforts to acquire the materials or services at the best obtainable price.
- Category 2 Contract:** (\$20,000.00 - not to exceed \$75,000.00). Purchasing requires three (3) written quotes turned in to the Central Purchasing Office.
- Category 3 Contract:** (\$75,000.00 and over). Purchasing requires formal sealed bids or competitive sealed proposals through the Central Purchasing Office.
- Professional Services Contract under \$75,000.00.** Purchasing requires the direction of the City Manager.
- Professional Services Contract \$75,000.00 and over.** Purchasing requires the direction of the City Manager with City Commission approval, subject to the competitive sealed proposal requirements.
- Exempt Contract under \$75,000.00.** Purchasing requires the direction of the City Manager.
- Exempt Contract \$75,000.00 and over.** Purchasing requires the direction of the City Manager with City Commission approval.

The parties to this Agreement, in consideration of their mutual promises, agree as follows:

1. SCOPE OF SERVICES

Contractor will provide projects, programs and guidance services for homeless persons in Hobbs, New Mexico. Contractor will be required to comply with all requirements in any way associated with Appropriation Number 22-ZG9306 from the New Mexico Department of Finance and Administration as attached hereto and incorporated herein via Exhibit 1. Funds remitted by the City of Hobbs under this Agreement will be on a "pass through" basis as received from the Department of Finance and Administration.

2. STATUS OF CONTRACTOR

Contractor acknowledges that its relationship with City is that of an "independent contractor." Therefore, Contractor shall not be considered an employee or agent of City, nor shall Contractor be eligible to accrue leave, retirement benefits, insurance benefits, use of City vehicles, or any other benefits provided to City employees. Contractor agrees not to purport to bind City of Hobbs unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. Contractor further acknowledges that no benefits pursuant to the Worker's Compensation Laws of the State of New Mexico are available to them for the services contemplated herein. Contractor shall be responsible for securing all licenses and registrations related to their business prior to commencing any work under this Agreement. Contractor shall be solely responsible for all taxes and related reporting requirements. City shall have no liability for the payment of taxes other than gross receipts taxes to be calculated in Contractor's invoices.

3. CONTRACT TERM AND TERMINATION

This Agreement shall be effective from date of execution (as noted on page 1 of this Agreement) and shall end upon completion of all services contemplated herein and final payment for said services, or one year from the date of execution, whichever occurs first. This Agreement may be renewed for up to three additional one-year terms upon written approval from both City and Contractor prior to the expiration of any one-year term. This Agreement may be terminated by either party, at any time with or without cause, upon a minimum of thirty (30) days' advanced written notice to the other party. Except as otherwise allowed or provided under this Agreement, City's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if City is the terminating party, or Contractor's sending of the notice of termination, if Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under, or breaches of, this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Furthermore, City reserves the right to immediately cancel this Agreement if Contractor violates any provision specifically outlined in Paragraph 10 of this Agreement.

4. PRICE

City shall pay Contractor a total of \$ 50,000.00 inclusive of New Mexico gross receipts taxes. Contractor shall be responsible for paying all costs associated with performance of duties, including but not limited to, mileage and "wear and tear" of vehicles, and costs of equipment necessary to perform services. Contractor shall submit a monthly invoice for services performed in any given month. Upon receipt of any invoice, City shall render payment for said invoice as soon as practical within fifteen (15) days. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. Contractor and City shall both be required to keep detailed records regarding the services rendered. In the event City disputes an invoice, Contractor shall provide City with records regarding all services rendered. Contractor shall remit all invoices to ATTN: Shelly Raulston, 200 E. Broadway Street, Hobbs, NM 88240.

Parties agree that the aggregate amount contemplated by this Agreement, including all contemplated gross receipts taxes, shall not exceed \$ 50,000.00. All amounts contemplated herein shall include all necessary labor, equipment, materials and all other costs necessary to complete the project as specified herein. Approval and acceptance of Contractor's satisfactory completion of the project shall be a prerequisite to final payment. Nothing contained in this Agreement shall be construed by Contractor as guaranteeing Contractor any minimum amount of work. Contractor, upon final payment of all amounts due under this Agreement, releases City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. No guarantee of future contracts will be granted to any Contractor.

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

5. INSURANCE REQUIREMENTS

Contractor shall maintain insurance coverage through the duration of this Agreement. Contractor shall provide City with a certificate of insurance coverage for General Liability (GL) in a minimum amount of \$ _____ per occurrence, and naming City as an additional insured. The insurance required herein shall be primary and shall be attached hereto as "Exhibit A."

6. INDEMNITY AND HOLD HARMLESS

Contractor shall indemnify, defend and hold City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents, past or present, harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses, and liens of every kind and nature, including, but not limited to court costs and attorney's fees, arising or alleged to have arisen due to negligence of Contractor, or any employees working under Contractor, while engaged in the performance of this Agreement, or for Contractor's failure to render services, or any breach of this Agreement. Indemnification shall survive the expiration of this Agreement.

City shall not be liable to Contractor, or Contractor's successors, heirs, agents, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

7. FACILITY AND EQUIPMENT—SAFETY

Contractor shall report any unsafe conditions prior to the commencement of any activity. Commencement of activity by the Contractor constitutes agreement as to the safety of the premises. Contractor is responsible for supervision of all participants so as to conduct the services in a safe and orderly manner. Contractor shall be solely responsible for the safety of any of their employees, affiliates, associates, or subcontractors. City is not required to provide storage for Contractor's equipment or materials.

8. BACKGROUND CHECK

Contractor is subject to a background check prior to providing services. By signing this Agreement, the Contractor is certifying that they have reviewed criminal background histories of each and every employee, assistant and/or agent working for Contractor. Contractor further certifies that no person with a history of sexual or violent offenses is in Contractor's employ in any fashion. Employees, assistants and/or agents who are minors (under 18 years old) shall be supervised by an adult in Contractor's employ at all times.

9. DRUG-FREE WORKPLACE

City seeks to provide a safe and productive work environment that is free from impaired performance caused by the use of alcohol, controlled substances, and/or medications. The Contractor agrees to maintain such an environment.

10. RULES, REGULATIONS, AND CARE

Contractor shall treat all individuals and City employees with respect and will not subject anyone to discrimination or harassment because of the person’s race, color, sexual orientation, national origin, age, religion, gender, gender identity, or disability. Contractor shall use all reasonable care so as to not damage, or authorize any other person/entity, to damage the property of City. In the event that any City-owned property, whatsoever, is damaged or destroyed due to the negligence or acts of omissions of the Contractor, or any agent of Contractor, Contractor shall replace or repair the damage at no cost to City. City shall determine the existence of any damage and provide Contractor with an estimate of repair or replacement costs. Damage shall be repaired or replaced by Contractor to the reasonable satisfaction of City within thirty (30) days of receipt of written notification from City. If Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from payments provided for in this Agreement. City reserves the right to immediately cancel the Agreement if the Contractor violates any provision herein.

11. NOTICE

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to City, ATTN: Shelly Raulston, City Hall, 200 E. Broadway Street, Hobbs, NM 88240 and to Contractor at 920 W. Broadway St., Hobbs, NM 88240 or to such other address as requested in writing by either party. Notice shall be deemed to be received on the fifth day following posting.

12. CONFLICT OF INTEREST AND GOVERNMENTAL CONDUCT ACT

A. Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, Section 10-16-4.3, Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by City and participating directly or indirectly in City’s contracting process;

2) this Agreement complies with NMSA 1978, Section 10-16-7(B), because (i) Contractor is not a public officer or employee of City; (ii) Contractor is not a member of the family of a public officer or employee of City; (iii) Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if Contractor is a public officer or employee of City, a member of the family of a public officer or employee of City, or a business in which a public officer or employee of City or the family of a public officer or employee of City has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(B), and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, Section 10-16-8(C), (i) Contractor is not, and has not been represented by, a person who has been a public officer or employee of City within the preceding year and whose official act directly resulted in this Agreement and (ii) Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of City whose official act, while in City employment, directly resulted in City making this Agreement;

4) in accordance with NMSA 1978, Section 10-16-13, Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with NMSA 1978, Section 10-16-3 and Section 10-16-13.3, Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of City.

C. Contractor's representations and warranties in Paragraphs A and B of this Section 12 are material representations of fact upon which City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Section 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Section 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to City and notwithstanding anything in the Agreement to the contrary, City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in Section 12(B).

13. MISCELLANEOUS PROVISIONS

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

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from City. In all cases, Contractor is solely responsible for fulfillment of this Agreement. Duly authorized representatives for City shall have the right to direct and inspect the work under this Agreement.

If any part of this Agreement is found to be in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts of this Agreement shall remain valid and enforceable.

This Agreement is governed by the laws of the State of New Mexico and will bind and inure to the benefit of City and Contractor, their respective successors and assigns. In the event that Contractor defaults on any term of this Agreement, after reasonable attempts to cure said default, City retains the right to declare this Agreement void. In the event that this Agreement is declared void, neither party shall be obligated to perform further under this Agreement. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. Contractor agrees to pay City reasonable costs, including court fees and reasonable attorney's fees, incurred by City in the enforcement of this Agreement, even though City may employ in-house legal counsel.

A party shall be excused from performance under this agreement for any period that the party is directly prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

In the event that Contractor desires to cancel the scheduled services for any reason, Contractor is responsible for the following:

Contacting City via telephone at (575) 397-9239 ; and
Contacting City via e-mail at tspears@hobbsnm.org.

Any change orders shall be in writing and signed by the parties specifically enumerating the additional work to be performed, change in scope, and/or the cost therein. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights but the ones delineated in said effective waiver.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that they have the legal power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

This Agreement incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

The foregoing constitutes the entire Agreement between the parties. This Agreement may only be modified through a written amendment signed by both parties.

[Required Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written on the first page of this Agreement.

THE CITY OF HOBBS, NEW MEXICO

Department Head Approval:

Contractor Approval:

Contractor Signature

Account No.: _____

Finance Director:

Finance Director

City Attorney "as to form" Approval:

City Manager Approval:

City Attorney

City Manager

City Clerk Approval:
City Clerk (Professional Service
Contracts over \$75,000)

Mayor Approval:
(Professional Service Contracts over
\$75,000)

City Clerk

Mayor



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 15, 2022

SUBJECT: FY2023 Fire Protection Grant Council Grant Application

DEPT. OF ORIGIN: Fire
DATE SUBMITTED: August 8, 2022
SUBMITTED BY: Barry Young, Fire Chief

Summary: The City of Hobbs Fire Department is eligible to participate in the FY23 Fire Protection Grant Council Grant. The grant will award a single applicant an amount not to exceed the maximum amount allowed for a specific category as identified by the department.

The Hobbs Fire Department wishes to utilize this grant for the purchase of one (1) Harrier CFS Trailer Mounted Breathing Air Compressor (mobile breathing air trailer).

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The total amount being requested for the equipment through this grant is \$136,609.25. There is no match required for this grant. The grant rules state the grant amount requested must be equal to or less than the maximum amount allowed for the category of the project and equal to or less than the total equipment cost.

Attachments:

- 1. Resolution

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Approval to submit the FY2023 Fire Service Grant Council Grant for the purchase of a Harrier CFS Trailer Mounted Breathing Air Compressor.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7238

A RESOLUTION APPROVING
THE SUBMISSION OF FY23
FIRE PROTECTION GRANT COUNCIL GRANT

WHEREAS, the City of Hobbs Fire Department is eligible to participate in the FY23 Fire Protection Grant Council grant; and

WHEREAS, the grant will provide financial assistance with the purchase of one (1) Harrier CFS Trailer Mounted Breathing Air Compressor; and

WHEREAS, the total amount of the grant is \$136,609.25; and

WHEREAS, there is no match required for this grant;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to execute on behalf of the City of Hobbs this Resolution approving the submission of a Grant Application with the Fire Protection Grant Council for the purchase of a breathing air compressor system.

PASSED, APPROVED AND ADOPTED this 15th day of August, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 15, 2022

SUBJECT: Voting Delegate and Alternate for the 65th Annual Conference of the New Mexico Municipal League in Albuquerque

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: August 10, 2022
SUBMITTED BY: Mollie Maldonado, Deputy City Clerk

Summary:

The 65th Annual Conference of the NMML will be held on August 31 - September 2, 2022, in Albuquerque, New Mexico, and the City of Hobbs is entitled to designate a Voting Delegate and Alternate to attend the annual business meeting and vote on the election of officers and all other questions or business at the annual meeting.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

N/A

Attachments:

- Resolution Appointing Voting Delegate and Alternate
NMML Information Packet

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:

Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7239

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

WHEREAS, the Annual Conference of the New Mexico Municipal League will be held August 31 – September 2, 2022, in Albuquerque, New Mexico; and

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

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

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

PASSED, ADOPTED AND APPROVED this 15th day of August, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



MUNICIPAL CLERKS: PLEASE DISTRIBUTE COPIES TO YOUR ENTIRE GOVERNING BODY

TO: **MAYORS/GOVERNING BODY MEMBERS**
FROM: A.J. Forte, Executive Director
SUBJECT: **2022 ANNUAL CONFERENCE VOTING DELEGATES**
DATE: July 25, 2022

The 65th Annual Conference of the NM Municipal League will be held August 31st through September 2nd in Albuquerque.

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

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

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

Please place the selection of a Voting Delegate and Alternate on the agenda of your next official governing body meeting. **The Voting Delegate and Alternate must be persons planning to attend the Conference.** Once they are selected, enter the names and titles of the Voting Delegate and Alternate for your municipality and **return this form to the League Office no later than Friday, August 26, 2022.**

This is *not* an official registration form for the Annual Conference for either the Voting Delegate or the Alternate. Delegates must register for the Conference online.

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

Municipality: _____

Voting Delegate: _____ Title: _____

Alternate: _____ Title: _____

Approved By: _____

RETURN BY AUGUST 26, 2022 to:

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



ANNUAL CONFERENCE

POLICY PROCESS OUTLINE

and

ANNUAL BUSINESS MEETING

RULES and PROCEDURES

September 1, 2022
Albuquerque, NM

POLICY PROCESS OUTLINE

PRIOR TO ANNUAL CONFERENCE

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

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

Policy Committee recommendations go to the Resolutions Committee.

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

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

LEAGUE ANNUAL CONFERENCE

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

Resolutions Committee recommendations go to Annual Business Meeting.

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

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

AFTER ANNUAL CONFERENCE

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

* * * * *

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

ANNUAL BUSINESS MEETING

RULES AND PROCEDURES

- 1.0 **PRESIDING OFFICER.** The Presiding Officer of the Annual Business Meeting shall be the President who shall call the business meeting to order. If the President is absent from the meeting, the presiding officer will be determined in the following order:
- President-Elect
 - Vice-President
 - Treasurer
 - A member of the Board of Directors selected by the Board.
- 2.0 **FLOOR RULES.** The Presiding Officer shall control the conduct of the meeting and all floor actions, subject to challenge from delegates or the parliamentarian, if any. The Presiding Officer will take motions and seconds from the floor on matters of business, will recognize the call for the question and ask for the official vote from voting delegates. The Presiding Officer will recognize those parties wishing to address the voting delegates.

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

- 2.1 **Quorum.** The presence of credentialed delegates representing a majority of the member cities registered at the Annual Conference shall constitute a quorum.
- 2.2 **Rules of Order.** Robert's Rules of Order Revised shall govern the conduct of the Business Meeting unless otherwise specified in the New Mexico Municipal League By-Laws or these official rules and procedures.
- 2.3 **Parliamentarian.** A qualified parliamentarian will be appointed to assist the Presiding Officer and delegates on matters of procedure at all times during the Annual Business Meeting.
- 3.0 **ACCESS TO THE FLOOR - GENERAL RULES.** Access to the Annual Business Meeting shall be governed by these rules:
- 3.1 **Separation of Floor From Gallery.** The site of the business meeting shall be divided into a floor section and a gallery section. The floor section shall be further separated into a rostrum and a section for voting delegates and alternates. No one shall be given access to the voting delegates section except as provided by these rules.
- 3.2 **Delegate and Staff Access to the Floor.** To gain access to the floor, voting delegates or alternates must wear a registration name tag bearing a Delegate or Alternate sticker. Only those staff necessary for conducting the meeting shall be permitted on the floor.
- 3.3 **News Media Access to the Floor.** Members of the news media may be allowed on the floor at the discretion of the Presiding Officer.
- 3.4 **Committee Access to the Floor.** Policy committee, task force, or special committee chairpersons and vice-chairpersons, not certified to vote, may be allowed on the floor and may be recognized to speak at the discretion of the Presiding Officer.
- 3.5 **Delegates, Guests and Observers.** Any Conference delegate will have access to the gallery. Guests and observers may have access to the gallery at the discretion of the Presiding Officer. Conference delegates, guests and observers may be recognized to speak at the discretion of the Presiding Officer.

4.0 **VOTING.** Voting at the Annual Business Meeting shall be governed by the following rules:

4.1 **Credentials Committee.** The Credentials Committee shall have the power to determine the right of any municipality to be represented at the Annual Business Meeting of the League.

4.2 **Entitlement to Vote.** Each member municipality in good standing, as determined by the Credentials Committee, registered and attending the Annual Conference shall be entitled to one vote by its delegate appointed by its governing body. **Voting by proxy is prohibited. The delegate must be present to cast a vote.**

In the event that a member municipality fails to appoint a delegate, such matter shall be referred to the Presiding Officer of the Annual Business Meeting who may designate a Voting Delegate from that member municipality.

4.3 **Method of Voting.** Where there is more than one nominee for office, the voting shall be only by written, printed or typed ballot, and shall be counted by the Canvassing Committee. In the case of the Director-At-Large positions, the candidates receiving the largest plurality shall be elected. All other voting shall be by a show of hands or voice vote, except that upon request of one-third of the delegates present, a roll call shall be called upon any question. Upon any vote, a majority of the delegates present and voting shall prevail, except upon questions which require more than a majority vote under any of the provisions of the By-Laws.

5.0 **ELECTIONS.** Elections for officers of the Municipal League and its Board of Directors shall be governed by these rules: Elections for the following positions shall take place at the Annual Business Meeting: President, (if no President-Elect is currently holding office), President-Elect, Vice-President, Treasurer and expired At-Large Board of Directors seats, including unexpired At-Large Directorships if any.

5.1 **Nominating Committee.** In the absence of any declaration of candidacy for a particular office or directorship, the League President shall appoint a Nominating Committee not less than fifty-nine (59) days before the Annual Conference and written notice of such appointment shall be given to all member municipalities. The Nominating Committee shall consist of the President, who shall serve as chair, and two persons from each of the League Districts. No declared candidate for any office or for directorship shall be a member of the Nominating Committee.

5.2 **Nominating Committee Meeting.** When necessary, the Nominating Committee will meet not later than twenty-one (21) days prior to the Annual Conference to recommend a candidate for any undeclared office. The Nominating Committee Report shall be sent to all members within five (5) days after the finalization of the Committee Report.

5.3 **Nominations from the Floor.** At the Annual Business Meeting, nominations from the floor may be made by any certified voting delegate in attendance, for any office or directorship to be filled.

5.4 **Election of Officers and Directors.** Voting shall be conducted as set out in Procedures 4.1, 4.2 and 4.3. The nominee(s) receiving the highest number of votes shall be elected. In the case of the Directorships At-Large positions, the candidates receiving the largest plurality shall be elected.

6.0 **ADOPTION OF THE STATEMENT OF MUNICIPAL POLICY & RESOLUTIONS**

Adoption of the Statement of Municipal Policy and Resolutions as outlined in the Annual Business Meeting preface of this document shall be by a majority of votes cast by the certified voting delegates present and voting.

7.0 **ADJOURNMENT OF THE ANNUAL BUSINESS MEETING**

After the Presiding Officer has determined all business has been concluded, the Annual Business Meeting shall be closed by a motion from the floor. A motion to adjourn requires approval by a voice vote of a majority of those voting delegates present and voting.

65th NMML Annual Conference

Albuquerque Convention Center • August 31 - September 2, 2022

CONFERENCE HIGHLIGHTS

COMMUNITY SERVICE PROJECT

This year's volunteer Community Project will partner with the Barrett House Foundation, Inc. (the Foundation). The Foundation operates Barrett House shelter, which serves 35 to 40 single women and women with children each night who are not immediately escaping domestic violence, and six supportive housing programs that help individuals and families experiencing homelessness.

This year's Community Project will support the Foundation's staff and residents with beautification tasks. The tasks consist of the following in order of priority:

1. Yardwork – trim bushes, rake, pick up trash in the front and backyard areas of the shelter as well as the ally next to the property.
2. Interior Door Painting – work in pairs to paint doors in the shelter.
3. Deep Clean Kitchen – remove items and clean all the shelves, pan rack, two refrigerators, inside and out, walk-in refrigerator shelves, and floor.

If you'd like to join this group, meet Erica Moncayo in the Double Tree Hotel parking lot on August 30th at 8:30 am. Erica will coordinate a carpool to the project location (some drivers will be needed), and the event should conclude by 1:00 pm. A complimentary lunch will follow. Be sure to wear cool, comfortable work clothing and closed-toed shoes, and bring a sun hat, sunscreen, gardening gloves, and whatever tool(s) you may be able to bring.

NOTE: To volunteer at Barrett House:

The Barrett Foundation Board of Directors has voted to make vaccinations against COVID 19 mandatory for volunteers, staff, and board members to work and/or participate in activities at the Barrett House.

1. Proof of vaccination must be presented before volunteering.
2. Volunteers who will work inside of the shelter will be required to wear a face mask.

GOLF OUTING – *Details Coming Soon*

OPENING GENERAL SESSION: PLANTING THE SEEDS OF GREATNESS - Matt Rush

Since the beginning of time, everyone has understood the necessity of planting seeds in the hope of a harvest. However, have we ever considered planting seeds in ourselves in order to do more, be more and have more than we ever thought possible? The reality is, if we are going to create a new future for ourselves and our communities, we must begin by looking internally for opportunities to grow. We must evaluate who we surround ourselves with and their impact on our success. Finally, it is easy to look back on the past, it is comfortable to enjoy the present, but we must plan for the future by planting new seeds to carry us forward.

CONGRESSIONAL PANEL

Hear from Congresswoman Yvette Herrell (NM-CD2) and Congresswoman Melanie Stansbury (NM-CD1) as they discuss federal legislative priorities and how they are working with municipalities in their districts.

W1: CYBER SECURITY - Daryl Ackley

Municipal governments face unprecedented cyber threats, from phishing scams, hacking, and ransomware attacks. Governments of all levels have suffered financial, reputational, and legal damages from cyber-attacks. Darryl Ackley of the Institute for Complex Additive Systems Analysis at New Mexico Tech will share best practices for preventing and responding to cyber threats and teach cities how to defend against new and evolving threats.

65th NMML Annual Conference

Albuquerque Convention Center • August 31 - September 2, 2022

CONFERENCE HIGHLIGHTS ... *continued*

W2: ACTIVE SHOOTER - Vicente Alvarado

Learn the basics of active shooter safety from experienced defensive tactics instructor and former Albuquerque police officer Vicente Alvarado. This short training will give participants critical tools to respond to active shooter threats, including effective mindset, creating an escape plan, cover and concealment, self-defense tactics and more. New Mexico Self-Insurers' Fund members will also have the opportunity to sign up for a more comprehensive active shooter safety training, available at no cost to all employees of Fund members.

W3: BUILDING TOURISM & OUTDOOR RECREATION IN COMMUNITIES – Axie Navas and Lancing Adams

Axie Navas of the Outdoor Recreation Division and Lancing Adams with the New Mexico Tourism Department will discuss how cities can develop and promote tourism and outdoor recreation opportunities in their communities. They will share grant funding and other opportunities that cities can take advantage of, as well as case studies of successful tourism and outdoor recreation development projects.

W4: SUCCESSFUL CITY & COUNTY COLLABORATION: HOW RUIDOSO AND LINCOLN COUNTY PARTNERED FOR FIRE RESPONSE AND RECOVERY – Tim Dodge and Ira Pearson

In April, a devastating wildfire swept through the Village of Ruidoso and nearby communities, threatening homes, businesses, and schools. The village and county jointly enacted their emergency management plan, working collaboratively to respond to the fire, support affected communities, and begin the recovery process. The village and county managers will share what they learned throughout this challenging process and how municipalities and counties can jointly prepare for emergencies.

W5: THE SERVE METHOD - Charles Marshall

Who needs to learn more about improving their customer service skills? Everyone! With the practiced eye of a professional humorous speaker, Charles Marshall examines common business blunders and questionable customer-service practices that prevent companies from growing. In an often hilarious but always insightful examination of businesses of all sizes, Charles looks at what makes good customer service work, and what makes bad customer service disastrous.

CLOSING GENERAL SESSION: REAL HERO'S DON'T WEAR SPANDEX - Charles Marshall

In this thoroughly inspiring and uplifting program, Charles discusses what it takes to become a hero and make an impact in your community. Attendees will learn there are four characteristics every hero possesses, and it is up to every individual to harness, develop, and apply these traits. Participants of the Real Heroes Don't Wear Spandex presentation will learn that what they do matters, especially when they show up with a heroic attitude.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: August 15, 2022

SUBJECT: AWARD OF RFP 535-22: PRINTING OF CITY OF HOBBS MAGAZINE
DEPT. OF ORIGIN: Communications Department
DATE SUBMITTED: August 8, 2022
SUBMITTED BY: Meghan Mooney, Communications Director

Summary:

RFP 535-22 for printing of the City of Hobbs magazine was advertised beginning on June 26, 2022, and responses were due on July 19, 2022 The Finance Department received one (1) proposal and one (1) of these proposals was deemed responsive. The Evaluation Committee reviewed the proposal, reviewed printed materials printed by the offeror's firm, and contacted references. The Evaluation Committee, which consisted of staff from the Recreation, Police, and Communications Departments, scored the proposal as follows:

Marketing Strategies, Inc. - Average Score 139.60 (150 points possible)

Marketing Strategies was found to be a very stable printing firm who has been doing business with some of their references for over 20 years as well as printing this publication for the City of Hobbs since 2018. Their capabilities and facilities are very impressive and able to handle the job of printing and mailing The Guide, to include top-of-the-line, large print machines, high quality products, and an in-house post office. Additionally, Marketing Strategies has not once been late on a print job during this time when there have been extreme challenges in the supply chain of the printing industry. Their abilities also include design work although the City of Hobbs will provide such. Staff believes that the City of Hobbs magazine is a project that Marketing Strategies can complete at a very high level of service.

A 64-page magazine, self-cover, full color, with a total of 24,500 copies has a cost of \$1.06 cents per issue, not including delivery or NMGR. Delivery will be via United States Postal Service mail and these costs will be paid by the City of Hobbs directly to Marketing Strategies. Lodgers' Tax Funds will provide the funding for the printing of the City of Hobbs magazine. The magazine is expected to be published three (3) times a year.

Fiscal Impact:

Reviewed By: [Signature] Finance Department
Digitally signed by Toby Speers, CFE, CPA
DN: cn=Toby Speers, CFE, CPA, ou=City of Hobbs, ou=Finance Director, email=tspeers@hobbsnm.org, c=US
Date: 2022.08.10 08:19:43 -0600

Lodgers Tax Funding Approved: \$99,650.00
Issues to Be Printed in FY23 Budget: 3
Anticipated Number of Copies: 24,500 per issue
Annual Cost Estimate: \$95,000 (includes delivery, postage; does not include NMGR)

Attachments: RFP 535-22 Score Sheet, Vendor Submittal Letter, Vendor Pricing Estimate

Legal Review:

Approved As To Form: [Signature] Cortez City Attorney
Digitally signed by Efrén A. Cortez
DN: cn=Efrén A. Cortez, ou=City of Hobbs, ou=City Attorney's Office, email=ecortez@hobbsnm.org, c=US
Date: 2022.08.10 08:55:37 -0600

Recommendation:

Staff recommends that the City Commission consider approval of RFP 535-22 with Marketing Strategies, Inc. at a cost not to exceed \$95,000 per year (includes delivery and postage; does not include NMGR). Contract to follow.

Approved For Submittal By:

Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

RFP 535-22 PRINTING OF COH THE GUIDE MAGAZINE

Evaluation (150 points possible)

PHASE I-EVALUATION CRITERIA, TOTAL POINTS=100

DESCRIPTION/POINTS POSSIBLE

				Possible Points		Total
Proposer's experience and technical support to provide the service required to meet the needs of the various printing requirements of the City.				30		28
Types of print jobs routinely provided by the proposer that will meet the needs of the City along with positive recommendation from references.				30		27
Total evaluated cost				40		39
Phase II Evaluation Criteria: In-Person Interview				50		49
TOTAL POINTS FOR RFP 535-22				150		143

City of Hobbs
Attn: Toby Spears Finance Department
Meghan Mooney Communication Director
200 E. Broadway
Hobbs, New Mexico 88240

Re: Submittal Letter
Printing Services for the City of Hobbs RFP No: 535-22

Marketing Strategies Inc is pleased and honored to submit an RFP for the production and distribution of the GUIDE for the City of Hobbs.

Tony Medrano President of Marketing Strategies Inc will be the person handling the business and is the person that is able to authorize the company to contractually obligate the business for this RFP.

Tony Medrano President 505-883-5400
Anthony Tapia Production Manager
John Gonzales Graphic Arts Director

Thank you very much for the opportunity to present this submittal letter.

Marketing Strategies Inc is excited to submit our proposal.

Sincerely,



Tony Medrano
President
Marketing Strategies Inc
225 Gold Ave SW
Albuquerque NM, 87102
505-883-5400



225 Gold Ave SW
 Albuquerque New Mexico 87102
Tel: 1-505-883-5400
Fax:
Email: tony@msink.t.iz
Web: www.msink.biz

Toby Spears
 City of Hobbs
 200 E. Broadway
 Hobbs, New Mexico 88240
 USA

Estimate

Estimate No: 00009128
Date: 06/29/2022

T: 575-397-9235
 E: tspears@hobbsnm.org
 Dear Toby,
 Re City of Hobbs The Guide Magazine

Item Title	City of Hobbs The Guide magazine	
Artwork	Customer to provide high rez pdf's MSI to make corrections	
Size	8.375 X 10.875 In.	
Colors	4/4 plus UV on the front and back covers	
Material	60# coated gloss text #3	
Finishing	saddle stitched	
Packing	suitable for mail processing and delivery to the City of Hobbs	
Delivery	to Sectional Center Lubbock TX and to the City of Hobbs	

Quantity:	24500	33000
Price (ex Tax)	\$25,957.19	\$30,165.10

All prices are subject to Tax at the standard rate prevailing at point of delivery. I trust this estimate is of interest and I look forward to hearing from you.

Yours sincerely,

Tony Medrano

Checks are made payable to Marketing Strategies Inc