

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Jonathan Sena

Crystal G. Mullins

Joseph D. Calderón

Garry A. Buie

John W. Boyd

City Manager

J. J. Murphy

February 17, 2015



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

Tuesday, February 17, 2015 - 6:00 p.m.

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner - District 1

Jonathan Sena
Commissioner - District 2

Crystal Mullins
Commissioner - District 3

Joseph D. Calderón
Commissioner - District 4

Garry A. Buie
Commissioner - District 5

John W. Boyd
Commissioner - District 6

A G E N D A

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the February 2, 2015, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

PUBLIC COMMENTS *(For non-agenda items.)*

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

2. Resolution No. 6253 - Determining that Certain Structures are Ruined, Damaged and Dilapidated Requiring Removing from the Municipality (204 E. Roxana) *(Manny Marquez)*

3. Resolution No. 6254 - Authorizing the Approval of a Grant Application with the Department of Homeland Security for the Staffing for Adequate Fire and Emergency Services (SAFER) (*Tim Kent*)
4. Resolution No. 6255 - Authorizing Appointments to the Lodgers' Tax Board (*Mayor Sam Cobb*)
5. Consideration of Memorandum of Agreement between the Lea County Sheriff's Office and City of Hobbs to Enable Hobbs Police Officers to Receive County Commission Cards as Special Deputies through the Lea County Sheriff (*Chris McCall*)

DISCUSSION

6. Quarterly Report by Community Drug Coalition of Lea County (*Rhonda Tyler*)

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

7. Consideration of Approval of an Extension of the Lease with Hobbs County Club (*J.J. Murphy*)
8. Consideration of Approval of RFP No. 470-15 and Recommendation to Accept Proposal from Bravo Lighting SW, Inc., to Furnish and Install Interior LED Lighting Upgrades (*Ronny Choate*)
9. Resolution No. 6256 - Approving a Cash Deposit in Lieu of Completion and Accepting Bel Aire Center East Subdivision as Submitted by Property, Owner Old Golden Oaks, LLC, and Recommendation by the City of Hobbs Planning Board (*Kevin Robinson*)
10. Resolution No. 6257 - Authorizing an Allocation of Lodgers' Tax Funds for the City of Hobbs - Gus Macker Event (\$100,000.00) (*Toby Spears*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

11. Next Meeting Date:
 - ▶ Regular Meeting - **Monday, March 2, 2015**, at 6:00 p.m.

ADJOURNMENT

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9207 at least 72 hours prior to the meeting or as soon as possible.



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 17, 2015

SUBJECT: Commission Meeting Minutes
DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: February 11, 2015
SUBMITTED BY: Mollie Maldonado, Deputy City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Meeting of February 2, 2015

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

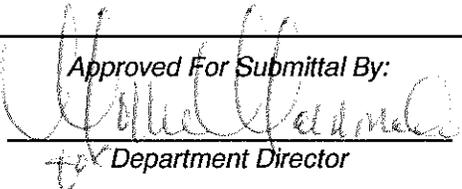
Minutes as referenced under "Summary".

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, February 2, 2015, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Call to Order and Roll Call

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

Mayor Sam D. Cobb
Commissioner Marshall R. Newman
Commissioner Jonathan Sena
Commissioner Crystal Mullins
Commissioner Joseph D. Calderón
Commissioner Garry A. Buie
Commissioner John W. Boyd

Also present:

J. J. Murphy, City Manager
Todd Randall, City Engineer
Mike Stone, City Attorney
Toby Spears, Finance Director
Chris McCall, Police Chief
Tim Kent, Fire Chief
Eric Enriquez, Director of Community Services
Shawn Williams, Fire Captain
Barry Young, Deputy Fire Chief
Manny Marquez, Building Official
Paul Thompson, Fire Captain
Ron Roberts, Information Technology Director
Tim Woomeer, Utilities Director
Ronny Choate, General Services Director
Kevin Robinson, Development Coordinator
Doug McDaniel, Parks and Recreation Director
Matt Hughes, Golf Superintendent
Lindsay Chism, Director of Communications
Nikki Sweet, Human Resource Director
Sandy Farrell, Library Director
Ann Betzen, Executive Assistant/Risk Manager
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
15 citizens

Invocation and Pledge of Allegiance

Commissioner Sena delivered the invocation and Commissioner Boyd led the Pledge of Allegiance.

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting held on Tuesday, January 20, 2015, be approved as presented.

Commissioner Newman stated the minutes for the motion on Resolution No. 6248 - Approving and Adopting the Market Rate Multi-Family and Single Family Unit Production Municipal Infrastructure Reimbursement Program and the Market Rate Housing Site Municipal Infrastructure Extension Incentive Program for FY 2015, reflects Commissioner Boyd and himself had voted yes for the measure, but in fact had they voted no. He requested the minutes be amended to reflect that he and Commissioner Boyd voted no for Resolution No. 6248. Commissioner Boyd agreed.

Commissioner Calderón stated the minutes reflect that he left the meeting without explanation. He stated he left the meeting to attend the regular scheduled meeting of the Hobbs Municipal School Board for the evaluation of Mr. T. J. Parks, HMS Superintendent. Commissioner Calderón requested an amendment to the minutes to reflect why he left the meeting early.

Commissioner Boyd seconded the motion with the two amendments and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried.

Proclamation Proclamations and Awards of Merit

There were no proclamations or awards of merit presented.

Public Comments

Ms. Jennifer Ito, Vice President of Communications with Intercontinental Potash Corporation, stated the IC Potash is currently in the process of financing the Ochoa mine and processing plant that will be located 22 miles from Jal, New Mexico. She stated the company's land holdings include 102,000 acres of Federal potassium preference right leases and prospecting permits, as well as State of New Mexico potassium leases. Ms. Ito stated the project will not affect surrounding water due to the potash having plenty of resources. She stated the company is currently raising \$1 billion to commence the project. Ms. Ito stated the Ochoa mine will extract

polyhalite ore, which will be processed to create potassium sulfate, also known as sulfate of potash or SOP which is a non-chloride fertilizer that is in high demand and short supply worldwide. She stated it is utilized for high-value crops like fruits, vegetables, tobacco, nuts, and potatoes. Ms. Ito stated retailers sell at a substantial premium over regular potash, known as muriate of potash. Ms. Ito further stated ICP has concluded a positive Feasibility Study recommending the Company move forward to implementation, and has also received a favorable Record of Decision from the BLM authorizing construction and operation of the mine and processing facilities.

Consent Agenda

There were items presented for the Consent Agenda.

Discussion

There were no items presented for discussion.

Action Items

Resolution No. 6250 - Approving the 2014 Fiscal Year Audit Report Prepared by Accounting and Consulting Group, LLP. Mr. Toby Spears, Finance Director, presented the FY 2014 Audit Report performed by Accounting and Consulting Group per State requirements for contracting and conducting audits of agencies. He stated the City received a Qualified Opinion which is the best opinion to receive from auditors. Mr. Spears stated the City collected \$79 million in Gross Receipts Tax (GRT) and assets have increased to \$295 million and accumulated debt of \$56 million. He stated the City is in a great financial position. Mr. Spears stated the City has two streams of revenues which are the Governmental tax and the Utilities Revenue which combined total \$352 million.

Commissioner Boyd thanked Mr. Spears for the great job he does as Finance Director and the outcome of the audit. Commissioners Calderón and Buie agreed.

There being no further comments, Commissioner Boyd moved that Resolution No. 6250 be adopted as presented. Commissioner Mullins seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Mayor Cobb stated Mr. Spears does a fantastic job with the finances of the City.

Resolution No. 6251 - Approving a Memorandum of Understanding with the Hobbs Municipal Schools Regarding Field Turf at Veteran's Memorial Park. Mr. Mike Stone, City Attorney, explained the memorandum of understanding with the Hobbs Municipal Schools (HMS) and stated the City has approved funding for synthetic turf at various fields at Veteran's Memorial Ball Park. He stated the project is at almost completion. Mr. Stone stated the HMS will be co-partner with the City on the project and will assist with \$1.5 million for the cost of the synthetic turf. He stated the payments from the HMS will be \$500,000.00 per year for three years, commencing December 23, 2014. Mr. Stone stated Mayor Cobb, Mr. J. J. Murphy, City Manager, and Mr. Doug McDaniel, Parks and Recreation Director, threw the first pitch for the season opener for the University of the Southwest Softball Team. He stated the City agreed at the last Commission meeting to place a tarp on top of the synthetic turf and cover it with a clay mound that will be phased out in two years so the younger baseball players can be introduced to the portable mound. Mr. Stone stated this is a fair compromise between both parties.

Mr. Gary Eidson with the HMS Board, but speaking only as a concerned citizen, stated he has received numerous concerns regarding the clay mound and the usage of the fields for the Baseball Summer League.

Mr. Murphy stated public funds were utilized to upgrade the fields and the public should be able to use the fields. He stated the City opted to compromise with the baseball team and allow a temporary clay mound to be installed for two years and be phased out, which allows other leagues to change the mound distance. Mr. Murphy stated the Commission's desire is for the public to have access to the facility. He stated lodgers' tax revenues would be generated when big tournaments are scheduled on the field. Mr. Stone stated these issues were addressed at the last meeting and it appeared that HMS administration were in agreement.

Mr. Hector Baeza, HMS Baseball Booster Club President, expressed concerns regarding the removal of the clay mound five days after the baseball season ends. He stated after the season is over, the baseball teams still practice for the Summer and Fall Leagues. He stated if the public is allowed to use the field, that would not permit the baseball team to continue practicing.

In reply to Commissioner Sena's question, Mr. Murphy stated the baseball team may coordinate with Parks and Recreation for usage of the fields after the season has concluded. He stated the fields may be used by the public for big tournaments.

In response to Mayor Cobb's inquiry, Mr. Beaza stated the Summer League dates are June 1st to July 5, 2015. He stated the Fall League ends in September.

Commissioner Buie stated that USSSA teams host big tournaments that could be played on the Junior Varsity and Varsity fields.

Mayor Cobb stated the Youth USSSA uses a different pitching distance than the little league teams. He stated the City and HMS need to address the different leagues that will be utilizing the fields.

Commissioner Buie stated he has received numerous calls on this issue and not one call was regarding safety. He stated that he is aware that the junior varsity team likes playing on the portable mound. Commissioner Buie stated the biggest issue is scheduling the HHS baseball team and Youth USAAA for usage of the fields.

Commissioner Newman stated the City has spent a lot of money on upgrading the fields and has also spent a lot of time with HMS staff regarding the fields. He stated the usage of the dirt mound was based on the opinions of four people. Commissioner Newman stated it is frustrating when the synthetic turf work is almost completed and there are now issues regarding the usage of the field and the portable mounds.

In response to Commissioner Sena's inquiry, Mr. Stone stated he would not recommend tabling Resolution No. 6251 but to approve it tonight and further discussion can take place regarding the usage of the fields and the dirt mound/portable mounds at a later time.

In reply to Mayor Cobb's question, Mr. Stone stated the agreement is for two years.

There being no further questions or comments, Commissioner Calderón moved that Resolution No. 6251 be adopted as presented. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6252 - Approving the Preliminary Plan for Zia Crossing Subdivision, Phase 1, Unit 4, Located Southwest of Millen Drive and Zia Crossing Parkway, as Submitted by Black Gold Estates, LLC. Mr. Kevin Robinson, Development Coordinator, stated the preliminary plan for Zia Crossing Subdivision Phase 1, Unit 4, has been submitted by Black Gold Estates, LLC. He stated the proposed subdivision is located southwest of the intersection of Millen Drive and Zia Crossing Parkway. Mr. Robinson stated the proposed subdivision encompasses +/- 17 acres and will contain 57 single family residential lots.

Commissioner Boyd moved that Resolution No. 6252 be adopted as presented. Commissioner Mullins seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Mr. Dan Dattola with Zia Black Gold Estates stated all the single unit homes on Unit 1, consisting of 66 lots, have been sold. He stated Phase 3 homes are customized by the buyer. Mr. Dattola stated homes take approximately 2 ½ months to build.

In reply to Mayor Cobb's inquiry, Mr. Dattola stated he has four to five reservations per week to inquire about purchasing homes. Mayor Cobb thanked Mr. Dattola for his investment in the community.

PUBLICATION: Proposed Ordinance Repealing Chapter 15.08 Fire Zones of the Hobbs Municipal Code. Mr. Robinson stated the City created Fire Zones within the municipal boundaries in 1957 adopting the 1939 Uniform Building Code and to conform to the UBC declaring the entire City as a fire district and designating Fire Zones 1-3. He stated the International Fire Code and the International Building Code have provisions in place to address the intent of Chapter 15.08 of the Municipal Code which makes a declaration of a fire district and designating fire zones superfluous. The City and Planning Board are requesting to repeal Chapter 15.08 Fire Zones.

There being no discussion, and no comments from the audience, Commissioner Buie moved to publish notice of intent to adopt the proposed ordinance at a later date. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried.

Comments by City Commissioners, City Manager

Mr. Murphy extended invitations to Mr. Eidson, Mr. Baeza, the HMS Board and parents to meet together to address issues regarding the Junior Varsity and Varsity fields.

Mr. Murphy expressed appreciation to Mr. Ronny Choate, General Services Director, and his team for the placement of the second piece of artwork which was donated by the J. F Maddox Foundation.

Mr. Murphy recognized Ms. Jan Fletcher, City Clerk and Ms. Mollie Maldonado, Deputy City Clerk, who are both celebrating their 20th year of service with the City.

Mr. Murphy expressed appreciation to Mr. Tim Woomer, Utilities Director, and Mr. Todd Randall, City Engineer, for receiving the Max Summerlot Award at the New Mexico Water and Wastewater Association's 60th Annual meeting. He stated the Waste Water Treatment Plant was recognized as the top number one facility in the State.

Commissioner Sena expressed appreciation and thanked the Library staff for all they do for the community.

Commissioner Mullins expressed appreciation to all City staff.

Commissioner Mullins stated the affordable housing project has commenced in District 3 in the Marland area. She reminded residents that there will be driving issues during the construction but it will all be worth it in the end. Commissioner Mullins expressed appreciation to Mr. Randall for the affordable housing project.

Commissioner Mullins congratulated the Economic Development Corporation of Lea County (EDC) for hosting a successful "*Evening with Lea County*" event in Santa Fe. She stated the Quality of Life Committee, My Power and Pettigrew & Associates received awards and were recognized at the event.

Commissioner Calderón stated he and Mr. Oscar Gonzales, Habitat for Humanity member, visited homes of applicants who have applied for a home. He stated he was saddened and upset by the conditions the families have to live in.

Mr. Gonzales stated some landlords are slumlords and Habitat for Humanity is very limited on what can be done for the applicants who are not selected for a new home.

Commissioner Buie thanked Mr. Gonzales and Commissioner Calderón for participating in Habitat for Humanity.

Commissioner Buie apologized to Mr. Beaza if he came across as disrespectful when discussing the turf agreement. Commissioner Newman also apologized.

In response to Commissioner Newman's question, Ms. Pat Huntley, owner of Crazy Dog Lady of New Mexico, stated over 1,200 dogs have been rescued since July, 2014.

Mayor Cobb stated during the Evening with Lea County event in Santa Fe, he thanked the City Commission for the award received by the Quality of Life Committee. He stated it is the vision and commitment of the entire City Commission

and commitments by the EDC business partners which make the committee successful.

Adjournment

There being no further discussion or business, Commissioner Newman moved that the meeting adjourn. Commissioner Calderón seconded the motion. The vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Buie yes, Boyd yes, Calderón yes, Cobb yes. The motion carried. The meeting adjourned at 7:00 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 17, 2015

SUBJECT: Condemnation Recommendation Structure Contained on Attachment "A"

DEPT. OF ORIGIN: Community Services

DATE SUBMITTED: February 10, 2015

SUBMITTED BY: Jose Marquez, Building Inspection

Summary:

In its continuing promotion of safety and clean up efforts in the City of Hobbs, the Environmental Division of the Hobbs Community Services has identified one structure which presents safety and fire hazards which warrant its destruction. This structure is in dire need of repair. Attachment A contains information of the property.

Fiscal Impact:

Reviewed By: _____

[Signature]
Finance Department

The demolition and clean up of this property will cost approximately \$15,000.00. The current budget in the "Professional Services" line item of the Environmental Budget (01340-42601) has an adequate balance to sustain this expenditure.

Attachments:

1. Resolution
2. Photo of Structure contained in Attachment A.

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation:

The City Commission approve the adoption of the Resolution determining the structure is ruined, damaged and dilapidated and a menace to public health and safety and it requires removal from the real property.

Approved For Submittal By:

[Signature]
Department Director

City Manager

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COMMISSION ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

Denied _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 6253

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

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

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

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

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

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

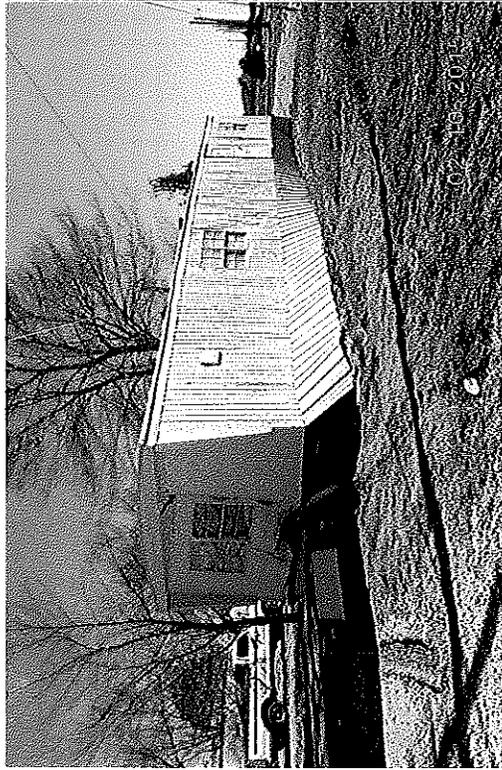
PASSED, ADOPTED AND APPROVED this 17th day of February, 2015.

ATTEST:

SAM D. COBB , Mayor

JAN FLETCHER, City Clerk

204 E. Roxana



Attachment A

	Address	Owner	Owner's Address	Estimated Cost of Demolition
1	204 E. Roxana Lot 13, Block 23 New Hobbs Addition Hobbs, Lea County, New Mexico	Juan C. Caamano	2115 E. Marland Hobbs, NM 88240	\$ 15,000.00



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 17, 2015

SUBJECT: Staffing for Adequate Fire & Emergency Response Grants (SAFER)

DEPT. OF ORIGIN: Fire Department
DATE SUBMITTED: February 9, 2015
SUBMITTED BY: Barry Young, Deputy Fire Chief

Summary:

The Department of Homeland Security and the Federal Emergency Management Agency is responsible for the implementation and administration of the SAFER Grant. The Hobbs Fire Department is eligible for funding to increase the number of firefighters to help meet industry minimum standards, to attain staffing to provide adequate protection from fire and fire related hazards, and to fulfill the mission of the fire department. The SAFER grant provides two-year grants to assist fire departments by paying the salaries and benefits of the SAFER-funded positions. The Hobbs Fire Department wishes to apply for the funding of seven (7) firefighter positions to be funded through the SAFER grant.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

Grant will fund total salary and benefit costs for a two year period for SAFER-funded positions. After two years, the City will be responsible for all costs associated with the positions. The average cost per year for seven (7) firefighters is \$386,316. (salaries and benefits only)

Attachments:

- 1. Resolution
2. SAFER Frequently Asked Questions

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Approval of resolution and to proceed with the application for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant

Approved For Submittal By:

[Signature]
Department Director

City Manager

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

CITY OF HOBBS

RESOLUTION NO. 6254

A RESOLUTION AUTHORIZING THE APPROVAL OF A
GRANT APPLICATION WITH THE DEPARTMENT OF HOMELAND SECURITY
AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR STAFFING
FOR ADEQUATE FIRE AND EMERGENCY SERVICES GRANT (SAFER)

WHEREAS, the Hobbs Fire Department is eligible for funding to help the department increase its firefighter staffing to meet industry minimum standards; and

WHEREAS, a SAFER grant will be used to fund salary and benefit costs; and

WHEREAS, the SAFER grant is a federally funded two year grant which provides 100% funding for salary and benefits for the approved number of firefighters; and

WHEREAS, the Hobbs Fire Department wishes to apply for the funding for seven (7) firefighter positions; and

WHEREAS, at the end of the two year grant period, the City must pay 100% of the salary and benefits of the firefighters,

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 a Grant Application with the Department of Homeland Security and the Federal Emergency Management Agency for the Staffing for Adequate Fire and Emergency Services (SAFER) Grant.

PASSED, ADOPTED AND APPROVED this 17th day of February, 2015.

SAM D. COBB, Mayor

Attest:

JAN FLETCHER, City Clerk

Assistance to Firefighters Grant Program (AFG)



FY 2014 Staffing for Adequate Fire and Emergency Response (SAFER)

Frequently Asked Questions (FAQs)

What is the purpose of SAFER?

The purpose of SAFER Grants is to provide funding directly to fire departments and national, state, local, or tribal organizations representing the interests of volunteer firefighters to assist them in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire related hazards, and to fulfill traditional missions of fire departments.

SAFER Grants achieve this purpose by funding: (1) the hiring of new firefighters, (2) the rehiring of firefighters that have been laid off, (3) the retention of firefighters facing imminent layoffs, or (4) the filling of positions that were vacated through attrition. Additionally, SAFER Grants fund fire departments and national, state, local, or tribal organizations representing the interests of volunteer firefighters to assist with the recruitment and retention of volunteer firefighters.

Are there any funding limits for SAFER?

There are no annual salary limits, and there are no cost-sharing requirements for funds under the FY 2014 appropriations.

Which categories of activities are eligible for funding under SAFER?

SAFER is a competitive/discretionary grant program comprised of two categories:

- 1. Hiring of Firefighters** Grants provide financial assistance to help fire departments rehire firefighters that have been laid off, retain firefighters facing imminent layoffs, fill positions that were vacated through attrition, or hire new firefighters. The goal is to assist departments to improve or restore staffing levels to ensure they have adequate personnel to respond and safely perform at incident scenes, providing protection from fire and fire-related hazards for their communities. **This category provides two-year grants to assist fire departments by paying the salaries and benefits of the SAFER-funded positions.**
- 2. Recruitment and Retention of Volunteer Firefighters** Grants are to assist fire departments and national, state, local, or tribal organizations with the recruitment and/or retention of volunteer firefighters that are involved with, or trained in, the operations of firefighting and emergency response. The goal is to create a net increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies likely to occur within the fire department's geographic response area. **Recruitment and Retention category grants can have a period of performance of up to four years.**

If a department is applying for both SAFER Grant categories - Hiring of Firefighters and Recruitment and Retention of Volunteer Firefighters, does the department need to submit two different narrative statements?

Yes. Departments interested in applying for both a Hiring Grant and a Recruitment and Retention Grant must submit **two separate applications, one for each category**. Each application will require its own unique narrative statement.

Are SAFER Grants “renewable” after the period of performance?

No. SAFER is a competitive/discretionary grant program. Program funds are not renewable and funding is only available to grantees during the period of performance associated with the award. Current or former grantees do not have a competitive advantage over applicants that have not previously received a SAFER Grant award.

Hiring of Firefighters

Who is eligible to apply for funding in the Hiring of Firefighters category?

Career, combination, and volunteer fire departments may apply for funding in the Hiring of Firefighters category.

What are eligible expenses in the Hiring of Firefighters category?

The only allowable costs under the Hiring of Firefighters category are salary and associated benefits (actual payroll expenses). SAFER Funding will pay for the total salary and benefit costs for each funded position.

What are some ineligible expenses in the Hiring category?

- Pre-application costs, such as grant writer fees, administrative costs, and indirect costs associated with hiring or rehiring of firefighters
- Costs to train and equip firefighters (However, the salaries and benefits of firefighters hired under the SAFER Grants funding while engaged in training are eligible if the firefighter is employed by the department.)
- Uniforms and physicals
- Overtime costs (except overtime costs routinely paid as a part of the base salary or the firefighter's regularly scheduled and contracted shift hours in order to comply with the Fair Labor Standards Act [FLSA])
- Salaries and benefits of firefighters who are current employees or were hired prior to the award date (except under the retention activity)
- To fund promotions (e.g., pay a current member a higher salary by placing them in a new SAFER-funded position)

What is the Period of Performance under the Hiring category?

The FY 2014 SAFER Period of Performance for the Hiring of Firefighters category is two years.

Are firefighters hired prior to award eligible under the Hiring category?

No. Firefighters hired and/or rehired prior to award are not eligible under the hiring category. The only exception is those positions under the retention activity.

What are the requirements for the matching funds in the Hiring of Firefighters category?

There are no matching funds requirements for hiring grants.

What happens after the grant concludes? Does a department have to retain the SAFER-funded positions employed?

No. Awarded recipients have no obligation to retain the SAFER-funded positions after the conclusion of the period of performance for FY 2014 SAFER Awards.

What type of firefighter positions will be funded?

Only full-time firefighter positions will be funded. Full-time positions are those funded for at least 2,080 hours per year (e.g., 40 hours per week, 52 weeks per year).

Volunteer and mostly volunteer fire departments may hire individuals to fill officer-level positions (e.g., chief, fire inspector, training officer, safety officer). However, as the goal of SAFER Grants is to enhance incident scene safety, all applicants must certify that the primary assignment (more than 50 percent of duties) of all SAFER-funded positions will be an operational assignment (fire suppression, including staffing a fire suppression vehicle) regardless of collateral duties.

The grant program will consider funding job-share positions if sufficient justification is provided.

What is a job-share position?

A job-share position is a full-time position occupied by more than one person. For FY 2014, there is not a cap on the number of employees who may share a single job-share position.

Can a department apply for job-share positions if it has never previously utilized job-share employees?

For applicants who are applying under the rehire, retention, and/or attrition subcategories, if the position was not job-shared when the position was vacated, then you will not be eligible to job-share the position if award. New job-sharing positions are only eligible for applicants applying in the new hire activity.

If a fire department receives a SAFER Award, how much time does it have to hire the positions?

For all grantees under the Hiring of Firefighters category, a default 180-day recruitment period begins when the application is approved for award.

The two year period of performance automatically starts after the 180-day recruitment period, regardless of whether the grantee has successfully hired or rehired the requested firefighters.

If a grantee is able to rehire or hire their SAFER-funded firefighters during the 180-day recruitment period, the period of performance may begin at that time. For grantees awarded under the Retention category, the period of performance can begin immediately. However, in both cases, grantees must submit an amendment requesting that the period of performance start before the end of the 180-day recruitment period. The period of performance cannot be started later than 180 days after the recruitment period.

Can grantees submit a payment request for pre-award expenditures?

Pre-award expenditures are not reimbursable in the Hiring category. However, costs incurred after award but prior to the start of the official period of performance (i.e., during the 180-day recruitment period) are eligible for reimbursement. Any costs

incurred prior to the period of performance will be charged against the total grant budget. **Firefighters hired prior to the date of award are not eligible for SAFER Funding unless the award is for retaining firefighters.**

The 2014 SAFER Funding Opportunity Announcement (FOA) states that grantees cannot layoff any firefighters during the two-year period of performance. What if the department loses positions to retirement or other attrition? Must it fill those vacancies?

Yes. For the two-year period of performance all FY 2014 Grantees awarded in the Hiring category are required to maintain their staffing at the level that existed at the time of award, in addition to the SAFER-funded positions.

At the time of award, grantees under the Hiring of Firefighters category must submit a current (pre-SAFER) roster listing paid operational/firefighting personnel in support of NFPA 1710 or NFPA 1720, who are in full-time or job share positions. The program office will work with a grantee to establish the correct staffing maintenance number which combines the number of pre-SAFER and SAFER hires. Once this is established, grantees must agree to maintain this number throughout the two-year period of performance by taking active and timely steps to fill any vacancies.

Grantees who are unable (due to documentable economic hardship) to fill firefighting positions that are vacated through attrition (e.g., resignation, retirement) may petition FEMA for a waiver of staffing maintenance requirements. An approved waiver allows a grantee to decrease and reestablish the staffing maintenance number agreed to at the time of award by the number of positions that a grantee is unable to fill. In order to qualify for this waiver, the economic hardship must affect the entire public safety sector in a grantee's jurisdiction, not solely the fire department. **Waivers will not be granted for SAFER-funded positions. Grantees who fail to maintain this level of staffing risk losing the federal funds awarded under this grant.**

What is the difference between layoff notices that need to be submitted for rehiring and retention?

- **Rehiring** - Requests for grants to rehire laid-off firefighters are limited to requesting the number of firefighter positions already lost due to layoffs enacted in the two years prior to the start of the application (February 9, 2015).
- **Retention** - Requests for grants to retain firefighters who face imminent layoff are limited to those firefighters that **have been issued a formal layoff notice, prior to the start of the application period**, that specifies a date for the layoff action that is within 120 days of the close of the application period (March 6, 2015); the layoff's must become effective on or before July 4, 2015.

Do departments need to provide a copy of the layoff notice if they want to rehire or retain firefighters? How can an applicant attach this documentation to the online application?

Yes. A copy of the official, signed, and issued layoff notices that correspond to the positions being requested must be attached to the Hiring grant application for applicants who request funds to rehire firefighters who were laid off and/or to retain firefighters at risk of layoff. When you select the Rehire and/or Retention option in the Request Details section of the application, an option will appear that directs you to attach an electronic copy of the layoff notice. The layoff notices may be in either a PDF or a Microsoft Word document. You may attach multiple documents if needed (Note: only .doc and .pdf files will be accepted).

A department hired SAFER firefighters in a prior year's grant with a contract that expires this year and the firefighters will not be laid off, but their jobs will be terminated. Can the fire department apply for an FY 2014 SAFER Grant to keep them employed?

Yes, in this case the fire department may apply for a grant to retain the firefighters; however, you must contact the Program Office to discuss the documentation that must be included for your unique situation.

Recruitment and Retention of Volunteer Firefighters

Who is eligible to apply for funding in the Recruitment and Retention of Volunteer Firefighters category?

Combination fire departments, volunteer fire departments, and national, state, local, or tribal organizations that represent the interests of volunteer firefighters may apply for funding in the Recruitment and Retention category.

What are examples of eligible costs under the Recruitment and Retention of Volunteer Firefighters category?

Applicants must correlate the activities for which funding is being requested and the identified recruitment or retention problems or issues being addressed. Additionally, FEMA will not fund activities if an applicant has not provided sufficient information detailing how an activity being funded will enhance recruitment and retention.

For specific examples of eligible costs, please refer to the FY 2014 SAFER FOA.

What are some ineligible expenses in the Recruitment and Retention of Volunteer Firefighters category?

Examples of ineligible expenses include but are not limited to the following:

- Salary and benefits for firefighters
- Firefighting equipment/vehicles
- Fire simulators or fire training props (e.g., burn trailers, forcible entry, etc.)
- Cash payments for non-operational activities
- Costs for training currently covered under the department's operating budget, such as tuition or instructor fees for department-mandated, basic-level training
- "Giveaways," such as pencils, pens, t-shirts, cups, mugs, or balloons, for recruitment events

Is communications equipment eligible under FY 2014 SAFER?

No. All communications equipment including cellphones, pagers, portable radios, or Computer-Aided Dispatch systems is ineligible under FY 2014 SAFER.

Can Personal Protective Equipment (PPE) for new firefighters be purchased under the Recruitment and Retention of Volunteer Firefighters category? What are the requirements?

Yes. OSHA-required and NFPA-compliant PPE is eligible only for newly recruited members, and reimbursement will be limited to the number of new recruits who received an NFPA 1582-compliant physical exam and are certified as "fit for duty." Only actual costs are allowed and will be paid on a reimbursable basis and FEMA may establish a reasonable cost allowable. Grantees will be required to provide documentation of completed NFPA 1582 physicals as well as documentation to support the purchase of the PPE.

Please refer to the FY 2014 SAFER FOA for examples of eligible PPE expenditures.

In previous years, SAFER Applicants were limited to requesting up to four sets of PPE for training; is there a limit on the number of PPE that can be requested under FY 2014 SAFERR?

No. For FY 2014, there is no limit on the number of sets of PPE that may be requested. Applicants should request the number of sets they think they will need based on the number of recruits that an organization anticipates will be recruited during the period of performance. Please refer to the FY 2014 SAFER FOA for examples of eligible PPE expenditures.

What types of tuition reimbursement are ineligible?

The FY 2014 SAFER Grant does not limit the type of tuition reimbursement one can apply for, and it does not have to be related to fire science or related fields.

Do Recruitment and Retention grantees need to submit training certificates?

While grantees are not required to submit these documents, training certificates, as well as any grant-related documents, must be retained by the grantee for a minimum of three years after the grant has been officially closed.

Can a grantee submit a payment request for pre-award expenditures?

Except for grant writer fees, pre-award expenditures are not reimbursable in the Recruitment and Retention category. However, costs incurred after award but prior to the start of the official period of performance (e.g., during the 90-day recruitment period) are eligible for reimbursement. Any costs incurred prior to the official period of performance will be charged against the total grant budget.

Is there a matching funds requirement for the Recruitment and Retention of Volunteer Firefighters category?

No. There is no local matching funds requirement for this category and no maximum federal share limit.

Are administrative or indirect costs eligible?

Administrative or indirect costs are limited to a combined total of three percent of the total awarded amount, unless a grantee has a previously negotiated and approved Indirect Cost Rate Agreement.

This indirect cost rate is established by a federal department or agency for the grantee's organization that the grantee uses to compute the dollar amount they can charge to the grant for indirect costs incurred during the execution of the grant agreement. (Information about Indirect Cost Rate Agreements can be found at <http://rates.psc.gov/>.)

Prior to submitting any claims for reimbursement of indirect costs, applicants must first submit a copy of their negotiated and approved Indirect Cost Rate Agreement to FEMA for review and approval. The indirect cost rate is applicable as long as it is consistent with the established terms of the agreement.

What is a "nominal stipend?"

Nominal stipends are eligible for firefighters where the primary duty is an operational assignment (fire suppression), regardless of collateral duties. A stipend is nominal if it does not exceed 20 percent of what the fire department would otherwise pay to hire a full-time firefighter to perform the services for which the stipend is provided. Whether a stipend falls above or below the 20 percent threshold may be determined in one of two ways. Departments that maintain paid full time firefighters on their payrolls may compare the stipend to the salary they pay a full time firefighter who performs similar services to determine whether the stipend is more or less than 20 percent of that salary. Departments that do not maintain full time firefighters on

their payrolls may make the determination based on a comparison to the salary paid to a full time firefighter in a neighboring jurisdiction, elsewhere in the state, or ultimately the nation. They may also utilize data from the Department of Labor's Bureau of Labor Statistics. A nominal stipend may also include reimbursements to volunteer firefighters for approximate out-of-pocket expenses they incur.

If a stipend paid exceeds 20 percent of the prevailing wage, then the firefighter receiving compensation would not qualify as a volunteer and is considered an employee who may be covered by the FLSA minimum wage and overtime provisions. Therefore they would not be eligible to receive a stipend under the grant.

How do you define a paid-on-call firefighter?

Firefighters who are paid a stipend for each event to which they respond. Paid-on-call firefighters may be considered paid firefighters or volunteer firefighters, depending on whether the stipend they receive is nominal. A department whose membership is comprised of all volunteer firefighters, including any paid-on-call firefighters who receive only a nominal stipend, will be considered a volunteer fire department for purposes of this SAFER Program. A department whose membership is comprised of any paid-on-call firefighters who receive more than a nominal stipend will be considered a combination fire department for the purposes of this SAFER Program. *Also refer to the definition of a nominal stipend.*

Eligibility

Who is eligible for SAFER Funding?

Eligible departments or organizations are limited to one application for Recruitment and Retention and/or one application for Hiring per application period. Your organization type determines your eligibility for SAFER Categories.

Entity	Volunteer Fire Departments	Combination Fire Departments	Career Fire Departments	National, state, local, or tribal volunteer firefighter interest organizations
Hiring of Firefighters category	✓	✓	✓	
Recruitment and Retention of Volunteer Firefighters category	✓	✓		✓

Can a career fire department apply under the Recruitment and Retention of Volunteer Firefighters category?

No. Career fire departments are not eligible for funds in the Recruitment and Retention category. They are only eligible for funding in the Hiring of Firefighters category.

I represent a volunteer firefighter interest organization that received a Fire Prevention and Safety grant. Are we eligible for a SAFER Grant also?

Yes. National, state, local, or tribal volunteer firefighter interest organizations that represent the interests of volunteer firefighters are eligible to receive funding under the Recruitment and Retention of Volunteer Firefighters category regardless of whether they received a Fire Prevention and Safety Grant. However, these organizations are not eligible for funding in the Hiring of Firefighters Category.

If my fire department was recently awarded an AFG Grant, can it still apply for SAFER?

Yes. While the SAFER Grants and the Assistance to Firefighters Grants (AFG) are administered by the same office, there are no restrictions with respect to having concurrent awards.

Is an independent rescue squad or emergency medical services unit eligible for SAFER Funding?

No. Independent rescue squads or emergency medical services unit are not eligible for SAFER Funding. Only fire departments and national, state, local, or tribal volunteer firefighter interest organizations are eligible for SAFER Grants.

If my department was awarded a prior-year SAFER Grant that still has an active performance period, is it eligible to apply for a SAFER Grant this year?

Yes. Applicants are eligible to receive more than one SAFER Award. Applicants wishing to apply for additional grants are subject to the same guidelines and requirements as discussed in the FY 2014 SAFER FOA and must indicate if the activities they are requesting are new initiatives or if they are building upon the previously awarded program.

Definition of Applicant Types

How do I determine whether I represent a volunteer, combination, or career fire department?

- A **volunteer fire department** has an all-volunteer force of firefighting personnel. For a fire department to have an all-volunteer force, no member may receive financial compensation (in the form of salary or wages) for their services other than life and health insurance, workers' compensation insurance, and/or a nominal stipend per call. FEMA considers a department to be majority volunteer if more than 50 percent of its membership is made up of personnel who do not receive financial compensation for services.
- A **career department** has an all-paid force of firefighting personnel other than paid-on-call firefighters (fire departments that provide reimbursement on a paid-on-call basis are considered to be a combination fire department for the purposes of this program).
- A **combination department** has paid firefighting personnel and volunteer firefighting personnel. At a minimum, a combination fire department must have at least one active firefighter that receives financial compensation for services (including paid-on-call) and/or at least one active firefighter that does not receive financial compensation for services other than life, health, and workers' compensation insurance. Additionally, a department whose membership is comprised of paid-on-call firefighters is considered a combination fire department for the purposes of this program.

How do you define a national, state, local, or tribal volunteer firefighter interest organizations?

These are defined as organizations that support, or represent the interests of firefighters in front of legislative bodies at the local, state, tribal, and federal level. Such organizations include, but are not limited to, state or local firefighter and/or fire chiefs' associations, volunteer firefighter relief organizations, and associations. FEMA shall make the final determination as to whether an applicant is an appropriate volunteer firefighter interest group.

The SAFER Grants prohibit "for-profit" organizations from applying for grant funding. How do I determine if my department is for-profit?

If you are a municipally-based organization, (i.e., an organization providing services on behalf of a governmental entity), or if you are registered with the IRS as a 501(c)(3) corporation, you are NOT a for-profit organization and are eligible to receive SAFER Funding.

Completing the Application

When can I apply?

Applications will be accepted only from 8:00 a.m., **Monday, February 9, 2015**, until 5:00 p.m. Eastern Standard Time (EST) on **Friday, March 6, 2015**.

When is the grant application due?

The application deadline is **Friday, March 6, 2015**. Applications must be received by 5:00 p.m. EST. Applications received after the close of the application period will not be accepted.

How do I access the FY 2014 SAFER e-Grant application?

Applications under the FY 2014 SAFER will be accessible at <https://portal.fema.gov>. The application will also be linked via the US Fire Administration's (USFA) Website <http://www.usfa.fema.gov> and the Grants.gov Website <http://www.grants.gov>.

Regional Applications

Who may apply for a regional grant?

Eligible national, state, local, or tribal volunteer firefighter interest organizations and individual volunteer and combination fire departments may apply for regional grants in the Recruitment and Retention Category if their request will have an impact beyond the immediate boundaries of the applicant's first-due area. An eligible applicant will serve as the "host applicant" and apply on behalf of the other eligible organizations and fire departments benefitting from the grant.

Note: The Hiring of Firefighters category is not eligible as a regional project.

I'm planning to submit an application as a host for a regional project. When I answer the questions in the Applicant Characteristics section of the online application, do I use the statistics for the entire region that will be affected by the project or do I use my department's local statistics?

In completing the Request Details and Narrative Statement sections of the application, the applicant must include a list of participating third-party organizations that will benefit from the regional project if the project is approved. In completing the Department Characteristics section of the application, the regional applicant must include data that approximates the characteristics of all fire departments affected by the grant.

I'm applying as the host for a regional project, but I also have needs in my own department. Can I include my own department needs in the application?

Yes. An eligible applicant, which can include a fire department, may act as a "host applicant" and apply for support of both a regional initiative and its own department's internal needs on one application.

A regional host must include a list of all the participating organizations benefitting from a proposed regional project, and provide clear and detailed information on which activities are regional specific versus those that are host specific.

If awarded, the host applicant must agree to be responsible for all aspects of the grant. This includes, but is not limited to, accountability for the assets and all reporting requirements. Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document, signed by all parties participating in the award, prior to submitting an application under the Regional Program activities.

Technical Assistance for Applicants

Where can I obtain technical assistance in filling out the application?

The AFG Program Help Desk at 866-274-0960 will be available to provide technical assistance with completing your SAFER Application.

Normal business hours for the Help Desk are Monday through Friday, from 8:00 a.m. to 4:30 p.m. Eastern Time. During the application period, **February 9, 2015 - March 6, 2015**, the Help Desk will be staffed between the hours of 8:00 a.m. and 4:30 p.m. EST, Monday through Friday; and until 5:00 p.m. EST on **March 6, 2015**. However, these hours may change as the application period progresses. The toll-free number also accepts voicemail messages after hours or if the line is busy. In addition, questions may be faxed to 866-274-0942 or e-mailed to FireGrants@dhs.gov.

What is the "Request Details" section of the application?

The Request Details section is where applicants answer activity specific questions and enter the budget details of their grant proposal.

Do I need to register in SAM.gov?

Yes. Per 2 CFR § 25.205, SAM registration is required to receive a SAFER Grant Award. SAM registration is only active for one year and must be renewed annually; therefore, please ensure that your entity has an active registration in SAM.gov prior to submitting your application.

Payments and amendments are also contingent on the information provided in SAM, so it is imperative that the information in the application is correct, current, and matches the information in SAM.gov. Please ensure that your organization's name, address, DUNS number, and EIN are up to date in SAM, and that the DUNS number used in SAM is the same one used to apply for all other FEMA awards.

Please also refer to the SAM.gov Get Ready Guide available on the AFG Website at <http://www.fema.gov/welcome-assistance-firefighters-grant-program> for additional assistance.

National Standards for SAFER

What standards does SAFER involve?

The industry minimum standards to be addressed by SAFER are the staffing and deployment sections of: **NFPA 1710, Section 5.2.4.2 (Initial Full Alarm Assignment Capability)**, which primarily applies to all-career fire departments and at the combination department's election; and **NFPA 1720 Section 4.3 (Staffing and Deployment)**, which primarily applies to all-volunteer fire departments and combination departments that do not elect to comply with NFPA 1710. The NFPA established a link providing information regarding these standards: www.nfpa.org/SAFERActGrant.

NFPA 1001

Standard for Firefighter Professional Qualifications (FFI and II)

This standard identifies the minimum job performance requirements for career and volunteer firefighters whose duties are primarily structural in nature. The purpose of this standard is to specify the minimum job performance requirements for firefighters. It is not the intent of the standard to restrict any jurisdiction from exceeding these requirements.

NFPA 1582

Standard on Comprehensive Occupational Medical Program for Fire Departments

To help fire departments ensure that personnel are medically capable of performing their required duties, the 2013 NFPA 1582 incorporates current research and knowledge to present the latest provisions for a comprehensive occupational medical program. The Standard provides separate chapters for the medical evaluation of candidates/prospective employees and for the occupational medical and fitness evaluations for fire department members. Requirements are equated against the essential job tasks based on several NFPA Professional Qualification Standards and apply to career, volunteer, private, industrial, governmental, and military fire department. For specific physical requirements, Recruitment and Retention applicants should refer to **NFPA 1582 Chapter 6, Medical Evaluations of Candidates 6.1** and **Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members** (<http://www.nfpa.org/freeaccess>).

National Fire Incident Reporting System (NFIRS)

Do fire departments who apply for a SAFER Grant have to report to the National Fire Incident Reporting System (NFIRS)?

No. FEMA does not require FY 2014 SAFER Applicants to report to NFIRS.

Do volunteer firefighter interest organizations have to report to NFIRS?

No. Only fire departments provide reports to NFIRS.

National Incident Management System (NIMS)

Do fire departments that receive SAFER Grants have to comply with the requirements of the National Incident Management System (NIMS)?

Yes. Homeland Security Presidential Directive-5 requires that, beginning October 1, 2005, all recipients of federal preparedness funds (including recipients of federal grants and contracts) adopt the National Incident Management System (NIMS) as a condition for the receipt of the federal funds. Recipients of FY 2014 SAFER Grants will be considered to be in compliance with the NIMS requirement if the grantee: (a) has an operational knowledge of the Incident Command System (ICS); (b) has an understanding of NIMS' principles and policies; and (c) agrees to adopt and/or comply with all directives, ordinances, rules, orders, edicts, etc., passed down by the local or state authorities with respect to incident management. Responders who have already been trained in ICS do not need retraining if their previous training is consistent with DHS standards. In order for us to document compliance, grantees will be required to certify their compliance with the NIMS/ICS requirements as part of their grant closeout process. Grantees may contact their State Emergency Preparedness Officer or State Fire Marshal for local NIMS compliance requirements.

For Regional applications, are all of the benefiting organizations required to be NIMS compliant or just the host applicant?

Yes. All departments receiving equipment or services from a regional SAFER Grant must be compliant with all local edicts regarding NIMS.

Miscellaneous

Are there targeted funding amounts for the two SAFER Activities?

A total of \$340,000,000 has been appropriated for the FY 2014 SAFER Grants.

The appropriated funds are to be administered as indicated below. Specific funding parameters are highlighted as the result of a recommendation via the criteria development process (CD) or as required by *Federal Fire Prevention and Control Act of 1974, as amended*:

- 10 percent is set aside for the recruitment and retention of volunteer firefighters (15 USC § 2229a(a)(2))
 - No more than 33 percent of the total amount allocated for the recruitment and retention of volunteers can be awarded to national, state, local, or tribal organizations that represent the interests of volunteer firefighters (CD)
- 10 percent is set aside for grants awarded to volunteer or majority volunteer departments for hiring of firefighters. A majority volunteer fire department is made up of more than 50 percent of personnel who do not receive financial compensation for their services, other than life, health, and worker's compensation insurance, or a nominal stipend payment, including certain paid-on-call personnel. It may be necessary to go out of rank order to select a sufficient number of applications in order to meet the 10 percent requirement. (15 USC § 2229a(a)(1)(H))
- If less than 10 percent of the funds available for the hiring of firefighters are awarded to volunteer and majority volunteer fire departments, the remaining funds must be transferred to provide grants for the recruitment and retention of volunteer firefighters (15 USC § 2229a(a)(1)(H))





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 2-17-15

SUBJECT: Resolution Authorizing the Mayor to Make an Appointment to the Lodgers Tax Board.

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: 2-3-15
SUBMITTED BY: Sam D. Cobb, Mayor

Summary:

The Mayor would like to re-appoint Jack Robertson to the Lodgers' Tax Board. Term will expire January 2, 2018.

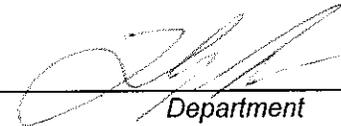
The Mayor would like to appoint Haily Hunter to the Lodgers' Tax Board to fill the unexpired term vacated by Ralph Servidio. Term will expire January 1, 2016.

The Mayor would like to re-appoint Garry Buie as the Lodgers' Tax Board liaison member.

Fiscal Impact:

No fiscal impact.

Reviewed By: _____


Department

Attachments:

Resolution

Legal Review:

Approved As To Form: _____


City Attorney

Recommendation:

Motion to approve Resolution.

Approved For Submittal By:

Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6255

A RESOLUTION AUTHORIZING THE MAYOR
TO MAKE APPOINTMENTS TO
THE LODGERS' TAX BOARD

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS,
NEW MEXICO, that the Mayor be and hereby is authorized to make board
appointments to the Lodgers' Tax Board as follows:

Re-appoint Jack Robertson, to serve a three year term commencing January 1, 2015

Appoint Haily Hunter to fill the position vacated by Ralph Servidio;
term will expire January 1, 2016.

Re-appoint Garry Buie as the liaison member

PASSED, ADOPTED AND APPROVED this 17th day of February, 2015.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

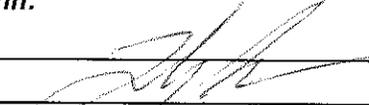
MEETING DATE: February 17, 2015

SUBJECT: MOA with The Lea County Sheriff's Office and the City of Hobbs
DEPT. OF ORIGIN: Police Department
DATE SUBMITTED: February 3, 2015
SUBMITTED BY: Chris McCall, Chief of Police

Summary: This Memorandum of Agreement between the Lea County Sheriff's Office and the City of Hobbs, is an agreement to be put into place to enable Hobbs Police Officers to receive their County Commission Cards as Special Deputies through the Lea County Sheriff.

Fiscal Impact:

Reviewed By: _____


Finance Department

No Fiscal Impact

Attachments:

1. Memorandum of Agreement

Legal Review:

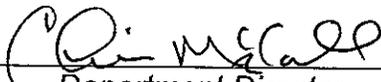
Approved As To Form: _____


City Attorney

Recommendation:

The City Commission approve the Memorandum of Agreement between the Lea County Sheriff's Department and the City of Hobbs, on behalf of the Hobbs Police Department.

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. _____

**MEMORANDUM OF AGREEMENT BETWEEN THE LEA COUNTY SHERIFF'S
OFFICE AND CITY OF HOBBS, NEW MEXICO**

THIS AGREEMENT made this _____ day of _____, 2015 between the Lea County Sheriff's Office (hereinafter "LCSO") and the City of Hobbs, New Mexico, a municipal corporation (hereinafter "City").

WHEREAS, the parties to this agreement are or have public law enforcement agencies; and

WHEREAS, the purpose of this agreement is to allow the certified municipal law enforcement personnel to effectively and efficiently provide proper law enforcement investigations, assistance, or services to Lea County residents; and

WHEREAS, it is necessary that the parties provide a method by which the purpose of this agreement can be accomplished and the manner in which any power will be exercised under this agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1. COUNTY COMMISSIONED LAW ENFORCEMENT OATH

Each law enforcement officer of the City will be eligible for a County Commission through the Lea County Sheriff's Office. The Chief of Police and officer will be required to complete a registration form and the Oath of Office.

These forms will be signed and notarized and sent to the Sheriff's Office for approval. The completed registration form and Oath of Office will be filed with the Lea County Clerk's Office.

2. LAW ENFORCEMENT SERVICES

The Lea County Sheriff and his Office welcome all assistance in the investigation and enforcement of the criminal and civil processes for our communities. The personnel leaving their municipal jurisdictions and entering the County's jurisdictions will follow their municipality's policies, practices, and procedures, as well as applicable laws of Lea County, the State of New Mexico, and the United States.

The Sheriff's Office is willing to assist with personnel entering the County's jurisdiction, where and when feasible and time permitting. With consolidated dispatch and a shared radio system, our departments have the ability to communicate any requests for assistance. It is recommended the officer or entity contact, when feasible, the Sheriff's Office or its personnel for assistance when entering the County areas.

All City officers shall remain at all times employees of the City. No City officer shall at any time be considered eligible for County wages, benefits, or insurance.

3. HOLD HARMLESS

By entering into this contract the City accepts sole and complete responsibility and liability for any and all damages to persons and property caused or arising out of any act or omission on the part of their employees in connection with this agreement..

4. SEVERABILITY

If any portion of this agreement is for any reason held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions.

5. EFFECTIVE DATE

This Agreement shall be effective upon execution and approval of the Lea County Sheriff.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized officers, agents or representatives.

CITY OF HOBBS, NEW MEXICO

LEA COUNTY, NEW MEXICO

By: _____
Samuel D. Cobb, Mayor

By: _____
Steve Ackerman, Lea County Sheriff

ATTEST:

By: _____
Jan Fletcher, City Clerk

APPROVED AS TO FORM:

Michael H. Stone
City of Hobbs Attorney

John W. Caldwell
Lea County Attorney



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 17, 2015

SUBJECT: Approving an Extension of the Lease with Hobbs Country Club

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: February 9, 2015
SUBMITTED BY: Michael H. Stone, City Attorney

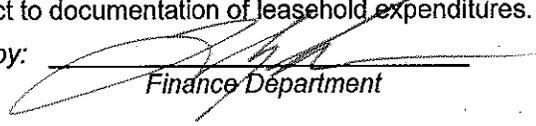
Summary:

On or about January 1, 2014 the City entered into a Lease Agreement with the Hobbs Country Club ("Club") for non-members to have access to Club's golf course while RockWind was under construction. The Lease Agreement was set to expire on December 31, 2014. However, the parties have negotiated an extension of the lease. Currently, the City owes Club up to \$200,000.00 in lease payments, subject to documentation of leasehold expenditures.

Public play at the RockWind rates will continue at the Club until December 31, 2015 at no additional charge to the City. In return, Club will be allowed to submit any leasehold improvements until December 31, 2015 to satisfy the documentation of leasehold improvements, up to \$200,000.00. During the extension period, the City shall not rent to Club, City-owned golf carts or equipment.

Fiscal Impact:

The City will owe Club up to \$200,000.00, subject to documentation of leasehold expenditures.

Reviewed by: 

Finance Department

Attachments:

Proposed Lease Extension Agreement

Legal Review:

Approved As To Form: 

City Attorney

Recommendation: The Commission should approve the Lease Extension Agreement

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 MANAGER'S OFFICE

200 E. Broadway
Hobbs, New Mexico 88240
Phone 575-397-9203

Fax 575-397-0379

J.J. Murphy
City Manager

January 27, 2015

Hobbs Country Club

Ms. Kay Culp

P. O. Box 548

Hobbs, NM 88241

Re: City of Hobbs / Hobbs Country Club Lease

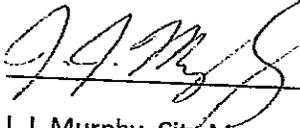
Dear Ms. Culp:

I appreciate your telephone conversation last week. I understand the Hobbs Country Club has agreed to an extension of the Lease Agreement with the City of Hobbs. This letter is to formalize the terms of the extension of the Lease Agreement. After your approval, please sign two originals and return them to my office.

1. The parties executed the original Lease Agreement and subsequently agreed by a letter dated January 24, 2014 confirming certain terms of the Lease Agreement, modifying the dates of payments, and modifying terms of City golf cart usage ("Agreement"). See Exhibit 1, Lease Agreement and Exhibit 2, January 24, 2014 Letter Agreement, attached hereto and incorporated herein.
2. The City has made two payments of \$200,000.00 (total of \$400,000.00) pursuant to the Agreement and the parties desire to extend the Agreement as detailed herein.
3. The Agreement and the date for public play shall be extended to December 31, 2015. The rates the Club will charge for non-member, City of Hobbs residents shall be the same rates as charged at RockWind. City shall not pay Club any additional rent for the extension period.
4. The parties agree to extend the date any leasehold improvements may be utilized as expenditures for the final payment of \$200,000.00 to December 31, 2015.
5. The City shall not lease golf carts for use at the Club and shall not provide equipment to the Club as detailed in paragraph 8 in the Agreement during this extension period.

Very respectfully,

City of Hobbs



J. J. Murphy, City-Manager

Accepted, acknowledged and agreed this _____ day of February, 2015.

Kay Culp, President of Hobbs Country Club

LEASE AGREEMENT

THIS LEASE (the "Lease") is made and entered into effective _____, 2013 (the "Effective Date"), by and between Hobbs County Club, Inc. (the "Club"), a New Mexico nonprofit corporation, as lessor, and the City of Hobbs ("Hobbs"), a New Mexico municipality, as lessee.

RECITALS

- A. The Club is a nonprofit social club exempt from federal taxes under Internal Revenue Code ("IRC") Section 501(c)(7) and owns a private club house ("Club House"), and eighteen-hole golf course ("Golf Course"), located at 5001 W. Carlsbad Highway, Hobbs, New Mexico, 88240 which are operated for the benefit of its members.
- B. Hobbs owns and operates a public municipal golf course that will be closed for renovations and will not be available for use for approximately one year from the closure date, which is currently anticipated to close on or about October 1, 2013.
- C. There are no other public golf courses or golf practice areas in the City of Hobbs.
- D. Hobbs desires to continue providing an opportunity for people to play golf locally while its course is closed for renovations and is willing to enter this Lease with the Club on the terms and conditions set forth below.
- E. The Club is willing to lease the Golf Course to Hobbs and allow persons who are not Club members to use the Golf Course on the terms and conditions set forth below if the Club receives a determination from the Internal Revenue Service that the transactions contemplated by this Lease will not adversely affect the Club's status as a tax exempt organization.

NOW THEREFORE, in consideration of the premises set forth above and the agreements and covenants hereinafter set forth, the Club, as lessor, and Hobbs, as lessee, do hereby agree as follows:

1. PREMISES

1.1 The Club does hereby lease to Hobbs, on a non-exclusive basis, the Golf Course, together with such ancillary facilities located on or near the Golf Course or in the Club House as are necessary and convenient for Hobbs' use and enjoyment of the Golf Course, including the pro shop, putting green and restrooms (together all leased areas are referred to as the "Premises"). The Premises are more particularly described on **Exhibit A** attached hereto and incorporated herein.

2. TERM

2.1 This Lease shall be for a term of twelve (12) months (the "Term") commencing on October 1, 2013 (the "Commencement Date") and ending on September 30, 2014 (the

"Termination Date"), unless extended or sooner terminated as provided elsewhere in this Lease. The Commencement Date may be changed by mutual agreement of the Club and Hobbs, in which case the Term shall be for twelve months beginning on the agreed upon Commencement Date.

2.2 Hobbs shall have the option to extend this Lease beyond the Term on a month-to-month basis if (i) Hobbs is in compliance with all terms and conditions of this Lease at the end of the Term and (ii) the golf course owned by Hobbs remains closed at the end of the Term. To exercise this option to extend, Hobbs shall deliver written notice to the Club at least ten (10) days prior to the end of the Term.

3. QUIET ENJOYMENT

3.1 Upon payment by Hobbs of the rent, additional payments and all other charges to be borne by lessee as set forth in this Lease, and upon Hobbs' observance and performance of all of the terms, covenants and conditions set forth in this Lease, Hobbs shall peaceably and quietly enjoy the Premises for the Term without hindrance or interruption by the Club or any other persons lawfully claiming by, through or under the Club, except as expressly provided in this Lease.

3.2 This Lease is "non-exclusive," meaning Hobbs' use of the Premises is subject to Club activities taking place within the Premises at any time. Hobbs and any person within the Premises pursuant to this Lease shall not interfere with Club activities while on the Premises. It is intended that Club members and Hobbs Golfers (defined in Section 6.1 below), may utilize the Golf Course concurrently.

4. RENT; REVENUE

4.1 Subject to the provisions of Section 16.2, Hobbs shall pay the Club rent in the amount of Six Hundred Thousand Dollars and No/One Hundredths (\$600,000.00) for the Term, payable as follows:

- \$200,000.00 upon receipt by the Club of a favorable ruling from the IRS;
- \$200,000.00 on November 1, 2013; and
- \$200,000.00 on March 1, 2014.

The March 1, 2014 payment shall be conditioned upon the Club providing Hobbs with such documentation as may be reasonably requested by Hobbs to confirm that the Club has expended an amount of money at least equal to the amount of the March 1, 2014 payment on preparing the Premises for use under this Lease and leasehold improvements to the Premises.

4.2 If the Term is extended beyond twelve months, Hobbs shall pay monthly rent in the amount of Fifty Thousand Dollars and No/One Hundredths (\$50,000.00), which rent shall be due on the 1st day of each month. Rent shall be prorated for any partial months during which the Lease is extended.

4.3 During the Term of this Lease, the Club shall be entitled to all fees, cart and other rentals, reimbursements and other payments generated by the use of the Golf Course, including all fees and rents received from Hobbs Golfers.

5. ALTERATIONS AND IMPROVEMENTS

5.1 Any and all capital repairs and replacements to the Premises, including all leasehold improvements, shall be made at the sole cost and expense of the Club. Unless expressly provided otherwise, Hobbs shall not make any alterations, improvements or additions in or to the Premises, nor make any repairs requiring any such alteration, improvements or additions, nor install any exterior or interior signs, interior or exterior lighting, plumbing fixtures, shade or awnings without the prior written consent of the Club.

5.2 All alterations, improvements and additions to the Premises shall remain for the benefit of the Club and shall not be removed unless otherwise consented to in writing by the Club, and shall be presumed to become an integral part of the Premises.

6. PERMITTED USE OF PREMISES BY LESSEE

6.1 Hobbs shall use the Premises on a non-exclusive basis solely for the purpose of recreational golf. Persons playing golf at the Golf Course pursuant to this Lease ("Hobbs Golfers"): (i) shall pay such fees to the Club for playing golf and renting golf carts as mutually agreed by Hobbs and the Club, with the initial fees being as set forth on Exhibit B attached hereto and incorporated herein; (ii) shall be subject to all applicable Club rules and regulations, including rules governing play, conduct and attire; (iii) shall not be allowed to purchase, consume or possess alcoholic beverages on the Premises; (iv) shall not be allowed to enter areas of the Club House which are not within the Premises. The Club reserves the right to refuse entry to, or remove from the Premises any Hobbs Golfer at any time upon the Club's good faith determination that such person has failed to comply with any of the above conditions. The Club shall not be obligated to return any fees paid by any Hobbs Golfer removed from the Premises pursuant to the rights reserved to the Club under this Section 6.1.

6.2 Hobbs Golfers shall be permitted on the Premises on a non-exclusive basis to practice and play golf during such times as the Golf Course is open. However, the Club expressly reserves the right to designate limited times when Hobbs Golfers shall not be allowed to use the Premises. Generally such designated times shall be limited to time periods when the Golf Course is undergoing regular maintenance or being prepared for and used for organized golf tournaments. In addition, the Club may reserve certain times for Golf Course play by Club members only.

6.3 Hobbs will not, without the prior written approval of the Club, display, erect, install, paint or place any sign, logo, emblem or other advertisement whatsoever in, on or about the exterior of the Premises.

6.4 Hobbs shall be granted a one-day exclusive use of the Golf Course for City of Hobbs employee appreciation day, for a golf tournament at no charge to Hobbs or any employee utilizing the Golf Course on such day. The date shall be approved by the Club.

7. LESSOR OBLIGATIONS

7.1 During the Term of this Lease, the Club, at its sole cost and expense, shall be responsible for maintaining the Golf Course and providing such personnel as may be required to ensure that Hobbs and Hobbs Golfers have the use of the Golf Course contemplated by this Lease.

7.2 During the Term of this Lease, the Club shall pay to Hobbs the amounts described in Sections 8.1 and 8.4 for the rental of the Hobbs-owned equipment and golf carts used by the Club in performing its obligations under this Lease.

7.3 During the Term of this Lease, the Club shall pay before delinquency: (i) all real property taxes and assessments of every description assessed against the Premises and (ii) all charges for potable water, irrigation water, gas, sewer service, refuse collection, electricity, telephone and other utility and similar charges arising from the use of the Premises. Unless caused by the willful misconduct of the Club, the Club shall not be responsible for any interruption or failure in the supply of any utilities to the Premises.

8. LESSEE OBLIGATIONS

8.1 Upon signing this Lease, Hobbs shall provide to the Club, and the Club shall pay Hobbs \$1.00 per month, for the use of the following equipment, which the Club may use to prepare the Golf Course for play under this Lease and to maintain the Golf Course during the Term of this Lease.

- 1 - Used Fairway mower
- 1 - Used Sand pro (Bunker groomer)
- 2 - Used 72" surrounds mowers
- 1 - Used Tee mower
- 2 - Used Utility carts

8.2 Upon signing this Lease, Hobbs also shall provide to the Club on a periodic basis the following equipment owned by Hobbs at such times as reasonably may be requested by the Club for the purpose of, and in connection with, the Club making improvements to the Golf Course prior to the time when Hobbs Golfers will begin using the Golf Course under this Lease:

- 1 - Used Rock hog (for protection of carts and general safety)
- 1 - Used Top dresser

8.3 All equipment owned by Hobbs shall remain the property of Hobbs. Hobbs represents and warrants that all of the above listed used equipment shall be in good working

order when delivered to the Club. Hobbs shall be responsible for maintaining and repairing all such equipment under this Lease, and for this purpose, shall provide a Hobbs employee at its sole cost and expense to maintain and repair the equipment. Such Hobbs employee shall generally be available an average of one day per week to perform such maintenance and repair. Hobbs employees shall only work on equipment owned by Hobbs. The Club shall be responsible for daily routine cleaning and maintenance of all equipment owned by Hobbs and used under this Lease.

8.4 Hobbs shall also provide to the Club twenty-one (21) new golf carts, manufacturer to be determined by Hobbs, to be utilized in conjunction with existing Club-owned carts for use by Hobbs Golfers. The carts provided by Hobbs shall be marked for identification and shall remain the property of Hobbs upon the expiration of this Lease. The Club shall pay Hobbs Three Thousand Dollars and No/One Hundredths (\$3,000.00) per month for use of the Hobbs-owned carts. The Club agrees, at its sole cost and expense, to maintain the carts daily and to provide such maintenance as required by the manufacturer to validate all applicable warranties. Hobbs shall ensure that the manufacturer performs all repairs covered by warranty during the Term of this Lease at no cost to the Club, once notified of such needed repairs. Hobbs reserves the right to have Hobbs employees regularly inspect the equipment and golf carts owned by Hobbs.

8.5 The rental and use of the Hobbs-owned equipment and golf carts shall continue for the Term of this Lease, including any extension of the Term. Upon the termination of this Lease, the parties shall jointly inspect all Hobbs-owned equipment and golf carts. It is acknowledged and agreed that the condition of the equipment and golf carts at the end of the Lease will be subject to expected wear and tear. Hobbs shall promptly identify to the Club any golf carts that Hobbs considers not to be in good working condition. Upon mutual agreement between the parties that a Hobbs-owned golf cart is not in good working condition and cannot reasonably be restored to good working condition, the Club, at its sole cost and expense, shall replace any such golf cart with a used golf cart that is in good working condition and of similar quality to those owned by Hobbs.

9. ACCEPTANCE OF PREMISES

It is expressly understood and agreed that the Club has not made any representation or warranty, express or implied, regarding any aspect of the Premises including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, suitability, habitability, quality or physical condition, and the Club hereby disclaims any and all liability for any and all such representations and warranties. Hobbs agrees that it has examined and investigated the Premises prior to the execution of this Lease and that Hobbs has relied solely upon such examinations and investigations in leasing the Premises. Hobbs acknowledges and agrees that, subject to the Club's agreement to make certain leasehold improvements, Hobbs is leasing the Premises in its "as is, where is" condition, with all faults, if any, and that Hobbs has assumed all risks regarding all aspects of the Premises, and the condition of the Premises.

10. OTHER AGREEMENTS

10.1 To facilitate the preparation of the Premises for play by Hobbs Golfers, Hobbs agrees to provide the equipment identified in Sections 8.1 and 8.2 to the Club beginning immediately upon signing this Lease. In the event the Lease does not go into effect or terminates as a result of the failure of any of the parties' conditions precedent, the equipment shall be returned immediately to Hobbs and the Club shall pay a reasonable rental rate for such equipment for the period the equipment was used, with the rental rate to be agreed upon by Hobbs and the Club.

10.2 The Club agrees to allow members of the Hobbs High School boys' and girls' golf teams to use the Premises for supervised golf practice and matches at such times as may be reasonably requested in advance by the Hobbs High School golf coach. The Club shall not charge any fees for playing the Golf Course to Hobbs, Hobbs Municipal Schools, any other school district or any individual high school golfers participating in such practices or matches.

10.3 The rent paid by Hobbs shall not inure to the benefit of any individual member of the Club, and during the Term of this Lease, no Rent paid by Hobbs shall be utilized by the Club to make payments against any debt owed by the Club to any Club member.

11. RIGHT OF ACCESS

The Club shall have access at all times to the Premises and each and every part thereof. Hobbs shall have no right to restrict access to the Premises.

12. DEFAULTS AND REMEDIES

If Hobbs shall (i) fail to pay timely any rent or other amounts due under this Lease; (ii) fail to provide any of the equipment, golf carts or personnel it is required to provide or (iii) fail to perform any other covenant, obligation or agreement as required under this Lease, each being an "Event of Default", then the Club may, at its option terminate this Lease, without service of notice and legal process. Upon the occurrence of an Event of Default, the Club may remove/lock out Hobbs and Hobbs Golfers from the Premises, using such self-help means as may be necessary and lawful, and keep any property belonging to Hobbs for any rent or other amounts that may be due under this Lease. Hobbs hereby grants to the Club a valid first lien as provided in the laws of New Mexico or otherwise, upon any and all goods and other property belonging to Hobbs and located on the Premises as security for the payment of the rent and fulfillment of the performance of Hobbs' obligations hereunder. If the Club elects to terminate the Lease, Hobbs shall peaceably surrender and deliver the Premises and property to the Club immediately upon such termination. In addition to the rights set forth herein, the Club shall be entitled to all other remedies available by law notwithstanding the exercise of some or all of the remedies set forth herein, including the right to accelerate all amounts due under this Lease.

13. DAMAGE TO PREMISES

If there is a partial "material" or total destruction of the Premises and the Club in its sole discretion elects not to rebuild or repair the Premises, this Lease shall terminate as of the date of such destruction upon written notice from the Club to Hobbs, such notice to be given within thirty (30) days of such destruction. In the event of such termination, Hobbs shall surrender the Premises and shall be relieved of all liability under this Lease. In the event of such termination, the Club shall surrender all property belonging to Hobbs and shall be released from any further obligation or duty to Hobbs. Hobbs hereby waives any and all claims for damage and shall not be entitled to any damages for any loss occasioned by any such injury to or destruction of the Premises or any of Hobbs' property. "Material" partial destruction shall mean destruction to a portion of the Premises which will, in the reasonable opinion of the parties, require 30 days or more to substantially complete the repair.

14. INSURANCE / INDEMNIFICATION

14.1 The Club, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Lease, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to Hobbs, with limits of coverage in the aggregate maximum amount for which Hobbs could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that Hobbs is named as an additional insured and Hobbs is notified no less than 30 days in advance of cancellation for any reason. The Club shall furnish Hobbs with a copy of a Certificate of Insurance or other evidence of the Club's compliance with the provisions of this Section 14.1 upon request by Hobbs.

14.2 Hobbs, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Lease, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the Club, with limits of coverage in the aggregate maximum amount which the Hobbs could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the Club is named as an additional insured and that the Club is notified no less than 30 days in advance of cancellation for any reason. Hobbs shall furnish the Club with a copy of a Certificate of Insurance or other evidence of Hobbs' compliance with the provisions of this Section 14.2 upon request by the Club.

14.3 Subject to the limitations set forth below, Lessee shall indemnify, defend and hold harmless Lessor and Lessor's current and former directors, members, managers, officers, employees, agents, invitees, contractors or subcontractors (collectively, "Lessor's Related Parties"), from and against all claims, demands, liabilities, losses, costs, damages or expenses (including, without limitation, attorneys' fees, accountants' fees, court costs and interest) resulting or arising from any and all injuries to, including death of, any person or damage to any property caused by the negligence or willful misconduct of Lessee or Lessee's current and former commissioners, managers, officers, employees, agents, invitees, contractors or subcontractors (collectively, "Lessee's Related Parties"). Subject to the limitations set forth below, Lessor shall indemnify, defend and hold harmless Lessee and Lessee's Related Parties

from and against all claims, demands, liabilities, losses, costs, damages or expenses (including, without limitation, attorneys' fees, accountants' fees, court costs and interest) resulting or arising from any and all injuries to, including death of, any person or damage to any property caused by the negligence or willful misconduct of Lessor or Lessor's Related Parties.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ABOVE, IN NO EVENT SHALL EITHER PARTY'S OBLIGATION TO INDEMNIFY INCLUDE THE OBLIGATION TO INDEMNIFY FOR CLAIMS BROUGHT BY EMPLOYEES OF LESSOR OR LESSEE FOR INJURIES, INCLUDING DEATH, THAT OCCUR IN THE COURSE OF EMPLOYMENT BY LESSOR OR LESSEE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ABOVE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

15. LESSOR'S CONDITIONS PRECEDENT

The Club's obligations under this Lease are expressly conditioned upon (i) the Club's prior receipt of a favorable letter ruling or determination letter from the Internal Revenue Service regarding the Club's ability to enter into the transactions, perform the obligations and receive the revenues as contemplated by this Lease without adversely affecting its tax exempt status and (ii) the approval of the contemplated transactions under the Lease by a majority of the members of the Club.

16. LESSEE'S CONDITIONS PRECEDENT; APPROPRIATIONS

16.1 Hobbs' obligations to enter this Lease and perform the obligations set forth in this Lease are expressly conditioned upon the approval of the Hobbs City Commission.

16.2 It is anticipated that this Lease will extend past one fiscal year. Therefore, this Lease is subject to future budget appropriations by Hobbs, and the Hobbs City Commission expressly reserves the right and may terminate this Lease at the end of each fiscal year.

17. COMPLETE AGREEMENT

This Lease 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 Lease. No prior agreements shall be valid or enforceable unless embodied in this Lease.

18. LESSOR/LESSEE RELATIONSHIP ONLY

This Lease establishes only a lessor/lessee relationship between the parties hereto. There is no partnership or joint venture between the Club and Hobbs. Hobbs must conduct business in its own name. Hobbs has no authority to bind the Club or the Premises in any way except as otherwise specified herein.

19. NOTICE

All notices between the parties in connection with this Lease shall be given in writing and delivered in person or registered or certified mail to the following addresses:

For the Club: Hobbs Country Club, Inc.
Attn: Kirk Staggs

Physical Address 5001 W. Carlsbad Highway
Hobbs, New Mexico 88240

Mail Address P.O. Box 548
Hobbs, New Mexico 88241

For Hobbs: City of Hobbs
Attn: J.J. Murphy

Physical and Mail Address: 200 E. Broadway
Hobbs, New Mexico 88240

Notice shall be deemed received five (5) days following the date of mailing, if mailed, and the date of actual receipt, if delivered.

20. SAVINGS CLAUSE

If any portion of this Lease is found to be invalid, all other provisions of this Lease will remain in full force and effect.

21. HEADINGS

The headings in this Lease are for reference and convenience only and shall not be used to define or construe its terms or provisions.

22. ATTORNEYS' FEES

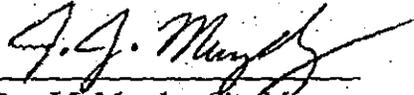
If any action in law or in equity, including any action for declaratory relief, is brought to enforce or interpret the provisions of this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses from the non-prevailing party, which fees may be set by the court in the trial of the action or may be enforced in a separate action brought for that purpose. These fees and expenses shall be in addition to any other relief which may be awarded.

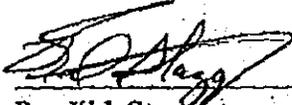
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date.

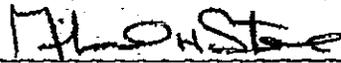
CITY OF HOBBS

HOBBS COUNTY CLUB, INC.


By: J.J. Murphy, City Manager


By: Kirk Staggs
Title: President, Board of Directors

Approved as to Form:

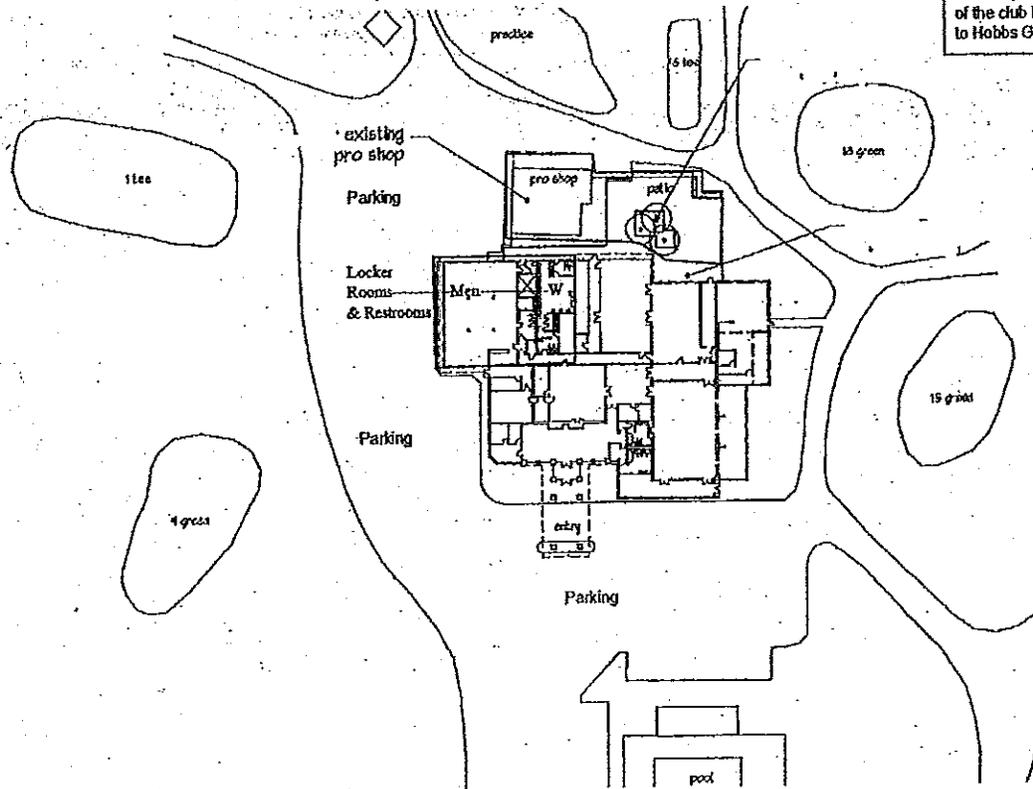

Michael H. Stone, City Attorney

ATTEST


By: Jan Fletcher, City Clerk

EXHIBIT "A"--LEASED PREMISES

Leased Premises include only the golf course, pro shop, patio, men's and women's locker rooms and rest rooms and the parking areas. All other areas of the club house and the pool are off limits to Hobbs Golfers.



Existing Site Plan

Hobbs Country Club
Hobbs, New Mexico



EXHIBIT "B"

FEEES FOR HOBBS GOLFERS

GREEN FEES (WITHOUT CART)

Adults (Ages 18-61):	\$12.00—Weekdays \$15.00—Weekends and Holidays
Seniors (Ages 62 and up):	\$9.00—Weekdays \$12.00—Weekends and Holidays
Juniors (To Age 17):	\$4.00—Weekdays \$6.00—Weekends and Holidays \$1.50—Summers Only (12:30 p.m.-2:30 p.m.-Tu, W, Th)

CART RENTAL

18 holes	\$15.00 per person
9 holes	\$7.50 per person

Hobbs Country Club Inc.
5001 W Carlsbad Hwy
PO BOX 548
Hobbs, NM 88240

January 24, 2014



City of Hobbs
Attn: J.J. Murphy
200 E. Broadway
Hobbs, New Mexico 88240

Re: *Lease of Hobbs Country Club Golf Course*

Dear Mr. Murphy,

This letter is to confirm the parties' mutual understanding and interpretation of particular provisions of the lease agreement ("Lease"), between the Hobbs Country Club and the City of Hobbs for the nonexclusive use of the Club's golf course during the renovation of the City's course.

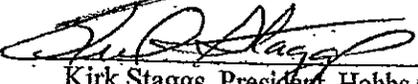
1. The agreed upon Commencement Date under paragraph 1.2 shall be January 1, 2014. This means the term of the Lease runs through December 31, 2014.
2. The payment schedule under paragraph 4.1 shall be as follows:
 - \$200,000 upon receipt by Club of favorable ruling (that payment is now due)
 - \$200,000 on March 1, 2014
 - \$200,000 on July 1, 2014 (this is the payment that is conditioned upon providing documentation of expenditures)

The above payments shall not be subject to reduction or refund if the City terminates the Lease prior to December 31, 2014.

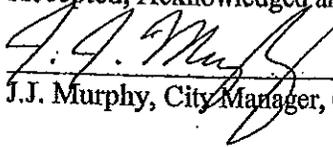
3. The provisions of paragraph 8.4 of the Lease related to the City leasing 21 new golf carts to the Club shall only apply to the extent the Club requests that the City provide some or all of the 21 golf carts, it being the understanding of the parties that the Club shall have the option to request to use the City's carts if it does not have sufficient carts of its own to meet the demand at any time during the lease period. The agreed upon monthly rental rate of \$3,000 for all carts equals \$142.86 per cart per month. If the Club requests to use fewer than all 21 carts in a month, the rental for the carts will be prorated based upon the number of carts, and the number of days in a month a cart was rented by the Club.

Very truly yours,

Hobbs Country Club, Inc.


Kirk Staggs, President, Hobbs Country Club Inc.

Accepted, Acknowledged and agreed this 24th day of January 2014.


J.J. Murphy, City Manager, City of Hobbs



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 17, 2015

SUBJECT: FURNISH AND INSTALL INTERIOR LED LIGHTING UPGRADES

RFP NO. 470-15

DEPT. OF ORIGIN: General Services

DATE SUBMITTED: January 27, 2015

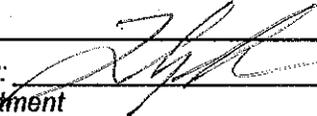
SUBMITTED BY: Ronny Choate, Director of General Services

Summary:

The City of Hobbs desires to negotiate a contract with Bravo Lighting SW, a Hobbs, NM firm that specializes in LED Lighting Projects. The proposal of Bravo Lighting was the highest rated of the proposals received for the project. Actual fixture installation will be by Gazzaway Electric of Hobbs, NM.

The project consists of replacing or re-lamping fixtures in 5 major City Buildings. Included are City Hall/Annex, Police Department, District Attorney's Office, Hobbs Public Library and AK Head Community Center. The Animal Adoption Center and the New Mexico Crime Lab may be added if funding is available. The replacement of bulbs or fixtures and bulbs will cut by half the amount of electricity needed for lighting these buildings. The expected life of the project is about fifteen years. Estimated ROI is about 60 months.

Fiscal Impact:

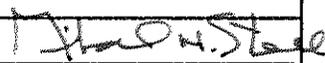
Reviewed By: 
Finance Department

Maximum cost of the project including GRT is \$535,000.00. The exact amount may be less, depending on negotiations with Bravo Lighting. Total Mid-Year Budget is set at \$500,000.00. A reclassification of \$35,000.00 would be needed to be made to encumber this amount. The reclassification would be from Acct.# 44901-00211 (Direct Digital Controls)

Attachments:

Bravo Lighting Proposal
Staff RFP Evaluation

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Approve request to negotiate and enter into a contract with Bravo Lighting SW of Hobbs, NM.

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: _____

File No. _____

Denied

PROPOSAL 470-15

FURNISH and INSTALL NEW INTERIOR LED LIGHTING UPGRADES FOR THE CITY OF HOBBS

TO: The City of Hobbs, New Mexico

DECEMBER 30TH, 2014

Proposal of BRAVO LIGHTING SW, INC.

- A) A Corporation under the laws of the State of NEW MEXICO; or
- B) A partnership consisting of _____; or
- C) An individual trading as _____.

The undersigned bidder, pursuant to the foregoing "Notice to Bidders", has carefully examined the Instructions to Bidders, this proposal form and the Detailed Specifications.

BRAVO LIGHTING SW, INC.
COMPANY NAME

BRAD NATTRASS
BY: BRAD NATTRASS, CEO
TYPE OR PRINT NAME

401 North Grimes St.
ADDRESS

⁷²⁰
() 254.9623
TELEPHONE NUMBER

HOBBS NM 88240
CITY STATE ZIP

NOTE: To be valid, proposal must be signed. The signature of a corporation is its president or an authorized vice president, attested by the secretary. A signature of a partnership must be a valid partner.

DO NOT RETURN "REQUEST FOR PROPOSAL FORM" IN CASE OF A "NO BID".
IF APPLICABLE - BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING

AMENDMENT(S):
AMENDMENT NO: ___ DATED: _____ AMENDMENT NO: ___ DATE: _____
AMENDMENT NO: ___ DATED: _____ AMENDMENT NO: ___ DATE: _____

FURNISH and INSTALL NEW INTERIOR LED LIGHTING UPGRADES
COST SHEET

SUBMITTED BY BRAVO LIGHTING SW, INC.

LOCATION	DESCRIPTION	Option 1		Option 2		Option 3		Option 4	
		Lump Sum Price - Total Project - Gross	Verbatim LED Lamps with enviro-glo® LED T8's [DeLamp Option]	Lump Sum Price - Total Project - Gross	Verbatim LED Lamps with enviro-glo® LED T8's [1:1 Option]	Lump Sum Price - Total Project - Gross	Verbatim LED Lamps with enviro-glo® LED Troffers	Lump Sum Price - Total Project - Gross	Verbatim LED Lamps with CREE LED Troffers
1	City Hall & Annex Building	\$149,268		\$166,035		\$222,770		\$233,688	
2	Police Department	\$58,392		\$69,415		\$87,400		\$92,460	
3	District Attorney's Office		Not a Recommended Option		Not a Recommended Option		Not a Recommended Option		Not a Recommended Option
4	Hobbs Public Library			\$92,461		\$42,893		\$45,178	
5	Agnes Kastner Head/Community Center	\$80,322		\$51,336		\$59,856		\$62,602	
6	Animal Adoption Center	\$38,598		\$30,611		\$35,892		\$36,774	
7	New Mexico Crime Lab	\$26,927		\$22,604		\$25,942		\$27,031	
		\$20,557							



Document 9:
Product Specification Sheets

(see attached)

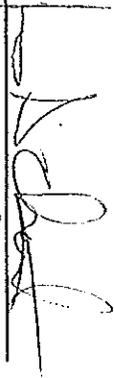
- **enviro-glo®**
 - 2x2 LED Troffers (40W, 4000K, DLC Listed)
 - Demo currently on display in City Hall, Lower Level
 - 2x4 LED Troffers (50W, 4000K, DLC Listed)
 - LED T8's (19W, 4100K, DLC Listed)
 - Demo currently on display in City Hall, Lower Level
 - 360° LED High Output Lamps (20W, 4000-4500K, ETL Listed)
 - Demo currently on display in City Hall, Upper Level

- **CREE**
 - 2x2 LED Troffers (35W, 4000K, DLC Listed)
 - Demo currently on display in City Hall, Lower Level
 - 2x4 LED Troffers (44W, 4000K, DLC Listed)

- **Verbatim**
 - LED A19, PAR30, PAR38, and MR16 Lamps (ETL Listed, Energy Star)

LED Interior Lighting Project 2015

Evaluation Form

Percent	5	5	5	30	55	Totals
	Experience	References	Ability to Deliver	Warranty & Service	Cost of Services	
LE Electric	<u>5</u>	<u>5</u>	<u>5</u>	<u>30</u>	<u>46</u>	<u>91</u>
B & D Services	<u>5</u>	<u>5</u>	<u>5</u>	<u>21</u>	<u>43</u>	<u>79</u>
Bravo Lighting	<u>5</u>	<u>5</u>	<u>5</u>	<u>26</u>	<u>53</u>	<u>94</u>
Ronny Choate						
Cliff Reighley						
Sheila Baker						



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 17, 2015

SUBJECT: RESOLUTION APPROVING A CASH DEPOSIT IN LIEU OF COMPLETION AND ACCEPTING BEL AIRE CENTER EAST SUBDIVISION, AS SUBMITTED BY PROPERTY OWNER OLD GOLDEN OAKS, LLC AND RECOMMENDED BY THE CITY OF HOBBS PLANNING BOARD.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: February 10, 2015
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Final Plan of Bel Aire Center East Subdivision has been submitted for acceptance by property owner Old Golden Oaks, LLC, along with a cash deposit to the City of Hobbs in the amount of \$35,000.00 to assure completion of the required municipal infrastructure. The Bel Aire Center East Subdivision contains 2.58 +/- acres and produces 7 Tracts comprising 2.19 +/- acres. Tracts 2,3,4,5 and 6 contain .91 acres and 15 attached single family homes have been sited on these Tracts. The City Engineer has determined that the cash deposit is a sufficient amount for completion and an Engineers Certification that all municipal infrastructures are installed as per plans and City specifications will be required for the Municipality to reimburse the cash deposit to the developer. Finalization of the Subdivisions infrastructure is ongoing and single family housing units occupy the Tracts being created with this approval. Accepting the Subdivision with the cash deposit in lieu of completed infrastructure would allow the Developer to transfer fee simple ownership of the individual lots created prior to completing the installation of the required infrastructure and presentation of Engineer of Record certification. The Planning Board reviewed this issue on February 9, 2015 and voted 7 to 0 to recommend final plat approval and accepting the cash deposit as surety for the completion of municipal infrastructure. NOTE: Cash deposit has been deposited in a City of Hobbs Trust Fund.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The fiscal impact to the City would occur if the developer did not finish the improvements in the required timeframe, then the City would be forced to utilize the cash deposit and finish the improvements.

Attachments: Resolution, Final Plat, Cash Deposit e-mail, Planning Board Minutes February 9, 2015.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Staff recommends consideration to approve the Letter of Credit and Accept Zia Crossing Subdivision, Unit 1.

Approved For Submittal By:

[Signature]
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. 6256

A RESOLUTION APPROVING A CASH DEPOSIT IN LIEU OF COMPLETION AND ACCEPTING BEL AIRE CENTER EAST SUBDIVISION, AS SUBMITTED BY PROPERTY OWNER OLD GOLDEN OAKS, LLC AND RECOMMENDED BY THE CITY OF HOBBS PLANNING BOARD.

WHEREAS, Old Golden Oaks, LLC has submitted a Final Plan for Bel Aire Center East Subdivision, for review by the City Planning Board; and

WHEREAS, the Property Owner has deposited, with the City of Hobbs, an amount sufficient to complete the required infrastructure.

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

1. The City of Hobbs hereby grants Final Plan Approval to Bel Aire Center East Subdivision, as recommended by the Planning Board; and

2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 17th day of February, 2015.

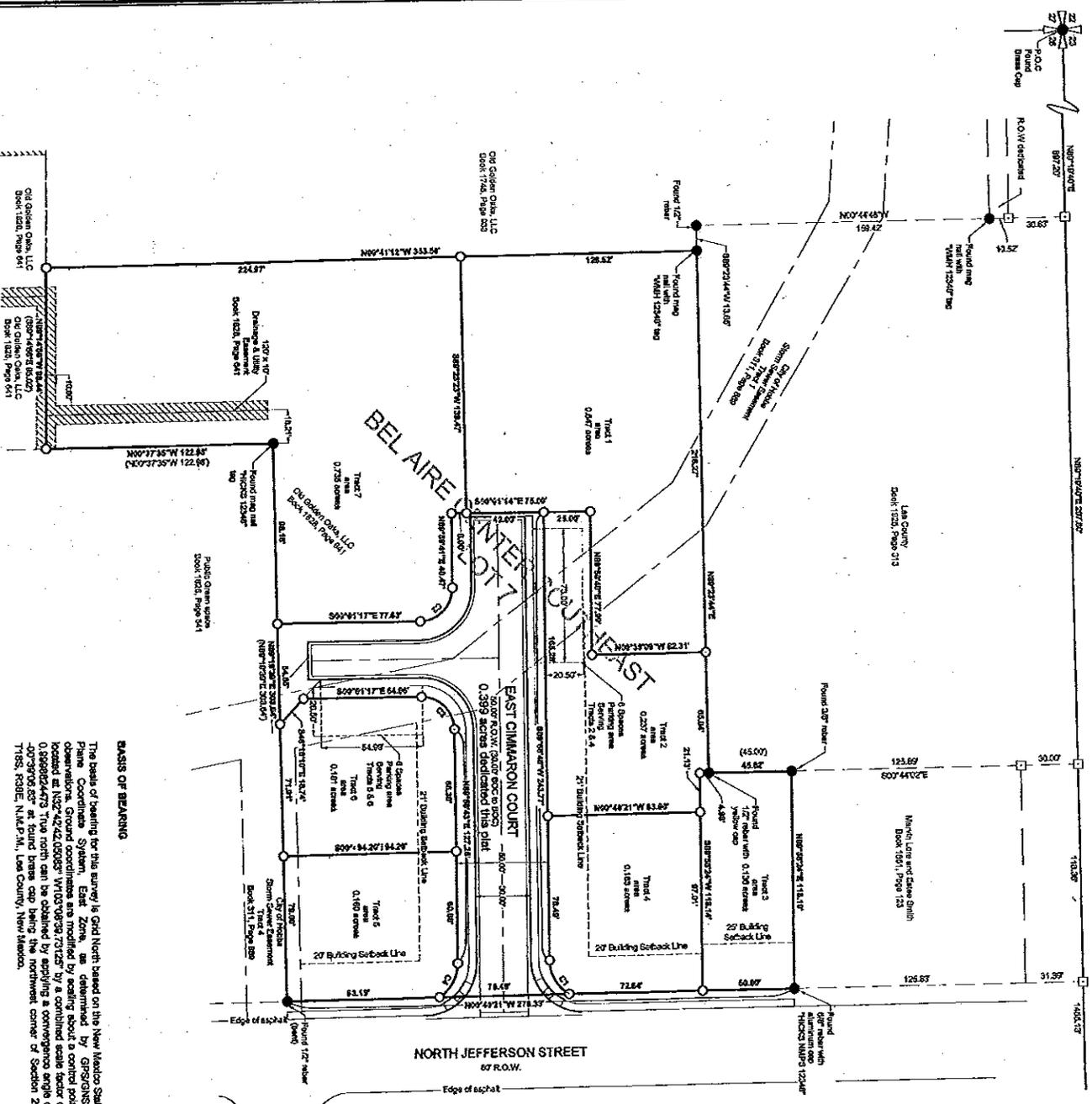
SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK

BEL AIRE CENTER EAST SUBDIVISION FORMERLY LOT 7, BEL AIRE CENTER SOUTHEAST SUBDIVISION

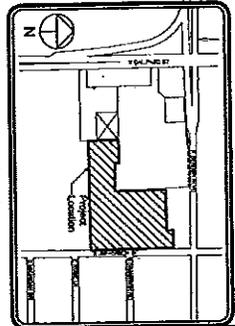
Located in the NW1/4 of Section 26, T18S, R38E, N.M.P.M., City of Hobbs, Lea County, New Mexico



BASIS OF BEARING

The basis of bearing for this survey is Grid North based on the New Mexico State Plane Coordinate System. East Zone, as determined by GPS/GNSS observations. Ground coordinates are modified by scaling back to control points located at N27°42'42.000S W100°08'58.712E by a combined mean angle of 0.0000004473 True north can be obtained by applying the angle of 0°07'39.652\"

Curve #	Length	Radius	Date	Chord Direction	Chord Length
C1	22.08'	21.48'	08/01/14	N89°22'27.8\"	21.12'
C2	28.27'	17.88'	07/04/14	N89°27'07.1\"	28.44'
C3	28.27'	18.00'	08/28/14	E44°38'43.7\"	28.44'
C4	21.78'	21.60'	08/21/14	S81°10'29.8\"	22.39'



LEGEND

- Found as noted
- Not found
- Calculated point
- ▭ Building setback line
- ▨ Easement line
- ▧ Survey line
- ▧ Property line
- ▧ Measured bearing and distance
- ▧ Record bearing and distance

INDEXING INFORMATION FOR COUNTY CLERK

OWNER: Old Golden Oaks, LLC

LOCATION: Part of the NW1/4 of Section 26, T18S, R38E, N.M.P.M., City of Hobbs, Lea County, New Mexico

REVISIONS:

No.	DATE	DESCRIPTION
1	02/04/15	Changed street name from 50' to 60' R.O.W. East Cimarron Court.

States of New Mexico, County of _____ I hereby certify that this instrument was filed for record on:

This _____ Day of _____, 20 _____ A.D.

At _____ O'Clock _____

Clerk _____ Side _____

Book _____ Page _____

By _____ County Clerk

By _____ Deputy

PETTIGRE & ASSOCIATES

ENGINEERING | SURVEYING | TIES
DEFINING QUALITY SINCE 1900

100 E. Newberg - Suite 100, Hobbs, New Mexico
T 575 393 8827 F 575 583 1543
pettigre.com

PROJECT SUPERVISOR: J. Baker
DRAWN BY: M. Hays

**WILLIAM M. HOBBS
LEA COUNTY, NEW MEXICO
12348
REGISTERED PROFESSIONAL**

INDEXING INFORMATION FOR COUNTY CLERK

OWNER: Old Golden Oaks, LLC

LOCATION: Part of the NW1/4 of Section 26, T18S, R38E, N.M.P.M., City of Hobbs, Lea County, New Mexico

REVISIONS:

No.	DATE	DESCRIPTION
1	02/04/15	Changed street name from 50' to 60' R.O.W. East Cimarron Court.

States of New Mexico, County of _____ I hereby certify that this instrument was filed for record on:

This _____ Day of _____, 20 _____ A.D.

At _____ O'Clock _____

Clerk _____ Side _____

Book _____ Page _____

By _____ County Clerk

By _____ Deputy

PLAT OF
BEL AIRE CENTER
EAST SUBDIVISION
FOR
GOLD CREEK INC.

PROJECT NUMBER:
2014.1131

SHEET: 1 of 2
SU - 101

BEL AIRE CENTER EAST SUBDIVISION
FORMERLY LOT 7, BEL AIRE CENTER SOUTHEAST SUBDIVISION
 Located in the NW1/4 of Section 26, T18S, R38E, N.M.P.M., City of Hobbs, Lea County, New Mexico

CERTIFICATE OF SURVEY

I, William M. Hicks, II, New Mexico Professional Surveyor, hereby certify that the Subdivision Plan was prepared from an actual ground survey performed by me or under my supervision, that this survey is true and correct to the best of my knowledge and belief. This Subdivision Plan and the field survey upon which it is based meet the Minimum Standards for Surveying in New Mexico.

William M. Hicks, II, License #12348
 Date 2-12-2015

OWNERS STATEMENT AND AFFIDAVIT

State of New Mexico:
 County of Lea:

The undersigned that duly sworn on oath, state on behalf of the owners and proprietors we have of our own free will and correct course that with us and those to be pleased with the state shown to be indicated on the plat and property contained on this plat has within the plating jurisdiction of Sec. 26, T18S, R38E.

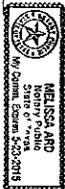
By [Signature] Date 2/6/15
 C. Ryan Yeomans, on behalf of Old Golden Oaks, LLC

ACKNOWLEDGMENT

State of New Mexico: Lea
 County of Lea: Lea

On this 12th day of February, 2015, before me, C. Ryan Yeomans, on behalf of Old Golden Oaks, LLC, to me known to be the person designated in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal the day and year last above written.
 My commission expires: 5/20/2015
 Notary Public: [Signature]



CERTIFICATE OF CITY PLANNING BOARD APPROVAL

This plat, resolutions and declaration, approval and accepted title of the City of Hobbs, New Mexico, on 20 A.D. by the City Planning Board of the City of Hobbs, New Mexico.

Chairman: William M. Hicks III

ACKNOWLEDGMENT

State Of New Mexico:
 County Of Lea:

On this 20th day of February, 2015, before me, William M. Hicks III, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal the day and year last above written.
 My commission expires: _____
 Notary Public: _____

CERTIFICATE OF MUNICIPAL APPROVAL

I, Jan Fletcher, the duly appointed and acting City Clerk of the City of Hobbs, Lea County, New Mexico, do hereby certify that the Subdivision Plan of Bel Aire Center Southeast Subdivision, City of Hobbs, Lea County of Lea, New Mexico, was approved by the Commission of the City of Hobbs Resolution No. _____ on this _____ day of _____, 20____.

Jan Fletcher, City Clerk

ACKNOWLEDGMENT

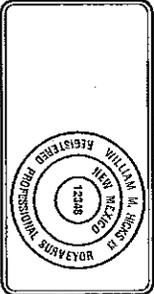
State of New Mexico:
 County of Lea:

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

Witness my hand and official seal the day and year last above written.
 My Commission Expires: _____
 Notary Public: _____

PETTIGREW & ASSOCIATES PA
 ENGINEERING | SURVEYING | TESTING
 DEMANDING QUALITY SINCE 1965
 100 E. Nangle - Suite 1001 Hobbs New Mexico 88240
 T 575.382.9827 F 575.383.1543
 Pettigrew.com

PROJECT SURVEYOR: J. Baker
 DRAWN BY: M. Hays



INDEXING INCORPORATION
 FOR COUNTY CLERK

OWNER:
 Old Golden Oaks, LLC
 LOCATION:
 Part of the NW1/4 of Section 26, T18S, R38E, N.M.P.M., City of Hobbs, Lea County, New Mexico

REVISIONS

No.	DATE	DESCRIPTION
1	02/04/15	Original and exact prints from final review to the City of Hobbs, Lea County, New Mexico

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

The _____ Day of _____, 20____ A.D.
 At _____ O'Clock _____ M.
 Cabinet _____ Sided _____
 Book _____ Page _____
 By _____ County Clerk
 By _____ Deputy

PLAT
 OF
BEL AIRE CENTER EAST SUBDIVISION
 FOR
 GOLD CREEK INC.

PROJECT NUMBERS:
 2014.1131

SHEET: 2 of 2
SU - 102

Kevin Robinson

From: Todd Randall
Sent: Friday, February 06, 2015 10:04 AM
To: 'ryan Voorhees' (Ryan@crvonline.com); Cherish Zimmerman (CZimmerman@ciconstructors.com); Jesus Fierro (JFierro@ciconstructors.com); Jacoub Kassis (jkassis@ciconstructors.com)
Cc: Kevin Robinson
Subject: Bel Aire Subdivision
Attachments: 201502051519.pdf

Ryan

The City of Hobbs is in receipt of a Cash Deposit to assure the completion of municipal infrastructure at Bel Aire East Subdivision. Said Deposit shall be fully refundable provided the Municipality is presented with an unqualified Engineer of Record certification that all infrastructures are in place as per plans, specifications and City Standards within 60 days of said deposit.

If you have any questions, don't hesitate to contact me.

Sincerely

THE CITY OF HOBBS

Todd Randall, Engineering Department

**PLANNING BOARD
SPECIAL MEETING MINUTES
February 9, 2015**

The Hobbs Planning Board met on February 9, 2015 at 3:33 p.m. at City of Hobbs Annex Building, Third Floor Rooms 302 & 304 located at 200 E. Broadway, Hobbs, NM 88240 with Mr. W.M. "Tres" Hicks, Chairman presiding.

Members Present:

W.M. "Tres" Hicks, Chairman
Guy Kesner, Vice Chairman
Bill Ramirez
Bobby Shaw
Larry Sanderson
Dwayne Penick
Brett Drennan

Members Absent:

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

Kevin Robinson, Development Director
Julie Nymeyer, Staff Secretary

Dennis Holmberg

1) Call To Order.

Mr. W.M. "Tres" Hicks Chairman called the meeting to order at 3:31 pm.

2) Review and Consider Approval of Agenda.

The first item of business was to review and approve the Special Meeting Agenda for the February 9, 2015 meeting. Mr. Hicks asked if there were any changes or additions to the Agenda? Mr. Robinson said there were no changes. Mr. Penick made a motion, seconded by Mr. Shaw to approve the Special Meeting Agenda as presented. The vote on the motion was 6-0 and the motion carried.

3) Review and Consider Approval of Minutes.

January 20, 2014-Regular Meeting Minutes

Mr. Hicks asked if everyone has had a chance to read the minutes. Mr. Kesner made a motion seconded by Mr. Penick to approve the minutes as presented. The vote on the motion was 6-0 and the motion carried.

Mr. Ramirez arrived at the meeting.

4) Communications from Citizens for non-agenda items.

There were no communications from citizens.

5) Review and Consider Final Plat Approval of Bel Aire Center East Subdivision, as submitted by developer Old Golden Oaks, LLC.

Mr. Robinson said this is a Final Plat for Bel Aire Center East Subdivision and is before you today because the developers would like to make the next City Commission Meeting on the 16th of February and in order to do that they need a recommendation from this Board.

Mr. Robinson said the infrastructure is primarily in place and staff is awaiting an Engineers Certification on the municipal infrastructure. He said there are a few repairs that are ongoing. He said there has been cash deposited with the municipality and is fully refundable once all the infrastructure is in place and the municipality receives an unqualified certification from the Engineer of Record. He said the additional parking which was a conditional variance granted to the subdivision is in place.

Mr. Hicks asked if there was a barrier curb and gutter to prevent traffic from going west into the Bel Aire Center? Mr. Robinson said he thought there was a curb. Mr. Kesner asked if there were any setback issues? Mr. Robinson said the buildings were within the setback regulations.

Mr. Hicks asked if the red fire hydrant would be painted? Mr. Robinson said the standard color is yellow and the hydrant would be painted.

Mr. Drennan made a motion, seconded by Mr. Penick to recommend approval of the Final Plat Approval to the City Commission. The vote on the motion was 7-0.

Mr. Hicks asked if a special caveat was needed about the cash bond? Mr. Robinson said the securities that are accepted to insure that the municipal infrastructure is in place as to plans and specifications by the City of Hobbs have to be approved by this Board and recommended as an adequate assurance to the Commission. He said Title 16 allows adequate financial security approved by the Planning Board. He said staff feels like a cash deposit that is redeemable only upon an Engineer's Certification is good. He asked if the Board had an issue with this? Mr. Shaw asked if the cash deposit was enough to handle anything that would need to be repaired. Mr. Robinson said yes according to the City Engineer it is sufficient for the work that is left to be done.

6) Adjournment.

With nothing further to discuss the meeting adjourned at 3:46 pm.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 17th, 2015

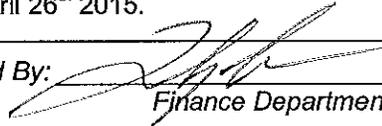
SUBJECT: Authorizing an allocation of Lodgers' Tax funds to fund City of Hobbs – Gus Macker Event

DEPT. OF ORIGIN: Finance
DATE SUBMITTED: February 11th, 2015
SUBMITTED BY: Toby Spears, Finance Director

Summary:

On February 10th, 2015, the Lodgers' Tax Board met and recommended funding the City of Hobbs – Gus Macker Event for \$100,000. The event will be from April 24th thru April 26th 2015.

Fiscal Impact:

Reviewed By: 
Finance Department

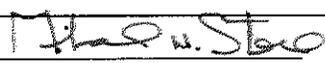
December 31, 2014 Cash Balance (per Lodgers' Tax ordinance) for the Lodgers' Tax Fund is as follows:

City and County (40%)	\$ 45,832.89
Re-class of City of Hobbs Taxi Service encumbrance	<u>\$100,000.00</u>
Total Funds available for allocation	<u>\$145,832.89</u>

Attachments:

Resolution
Request from City of Hobbs – Gus Macker Event

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. 6257

A RESOLUTION AUTHORIZING ALLOCATION OF
LODGERS' TAX FUNDS TO FUND
CITY OF HOBBS – GUS MACKER EVENT

WHEREAS, the Lodgers' Tax Advisory Board met on February 10, 2015 and recommended forwarding the following lodger's tax requests to the Commission;

	Amount Requested	Amount Funded	Shall Fund	Shall Not Fund
City of Hobbs – Gus Macker	\$100,000.00	_____	_____	_____

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

PASSED, ADOPTED AND APPROVED this 17th day of February, 2015.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2014 - 06/30/2015

The City of Hobbs and the Hobbs City Commission wish to ensure that your events have the greatest chance of success. The following guidelines have been adopted by the City Commission to outline procedures for the annual expenditures of Lodgers' Tax funds.

1. The City of Hobbs is accountable to the City Commission for Lodgers' Tax Funds and is responsible for the placement of any orders involving expenditures of Lodgers' Tax funds. The table below details eligible & non-eligible expenses per Ordinance # 1052

Eligible	Non-Eligible
Professional Performance Fees	Administrative Office Overhead
Advertising/Promotion	Website Costs
Sanitation	Real Property
Public Safety	Tangible Property

2. The organization requesting Lodgers' Tax funding shall designate a representative to serve in the capacity of spokesperson for that organization. The representative or designee must make all attempts to attend the Lodgers' Tax meeting or City Commission meeting as appropriate when requesting funding to answer questions.
3. All Requests for Proposal's (RFP's) for Lodgers' Tax annual funding must be received by March 1, 2013. (This is to include all events to occur during the period indicated above for which your organization is requesting funding.)
4. A proposed budget must be submitted with the RFP for annual Lodgers' Tax funding explaining how fees and other revenues are to be used and include a detailed list of estimated expenses for any and all events on an annual basis.
5. When each event is completed, a report must be submitted to the City of Hobbs within sixty (60) days following the event which includes the number in attendance, the number of overnight stays and the actual revenue and expenditures. This follow-up report will be considered with future requests. **Funds associated with the event that are not requested for reimbursement within 60 days after the event will revert back to the City of Hobbs Lodgers' Tax Fund. Expenses will NOT be reimbursed after 60 days.**
6. In addition to the above listed criteria, organizations requesting funding must provide - where applicable - the following information:

- Proof of non-profit status and copy of last years IRS form 990
- Proof of agency good standing with the NM Corporation Commission
- Proof of Workers-Comp Coverage

Advertising not included in the initial request for funding is the RESPONSIBILITY AND OBLIGATION OF THE ORGANIZATION PLACING SUCH ORDER.

I have read and fully understand the above guidelines for the Lodgers' Tax Funding.

Doug McDaniel	Hobbs Downtown Slam & Jam Gus Macker Tournament	2/6/2015
Representative	Name of Organization	date

Received at City Hall: _____
 (date and time)

City of Hobbs - Lodgers' Tax RFP

**Request for Lodgers' Tax Assistance
Contact Information**

Organization	CITY OF HOBBS
Name of Contact	Doug McDaniel
Address	200 E Broadway
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	575-397-9291
email	dmcdaniel@hobbsnm.org

Event Budget

Income			Event 1	Event 2	Event 3	Event 4	Event 5	Total
	Sponsorships		7,000.00					
Sales		12,000.00						12,000.00
Donations		2,000.00						2,000.00
Prior Year Carryover		8,768.00						8,768.00
Other (please explain)								-
Total Income		29,768.00	-	-	-	-	-	29,768.00

Expense (non-lodgers tax)			Event 1	Event 2	Event 3	Event 4	Event 5	Total
	Cost of Sale Items		3,129.00	tents & Canopies				
Cost of Awards		5,072.00						5,072.00
Building/Booth Rent		10,000.00	Contract					10,000.00
Advertising								-
Printing & Mailing								-
Print Media								-
Electronic Media								-
Miscellaneous (Please explain)	Referees	5,000.00						5,000.00
	Volunteer Food	3,250.00						3,250.00
	Team Shirts	5,530.00						5,530.00
Total Expense		31,981.00	-	-	-	-	-	31,981.00

Lodgers Tax Budget Summary

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing		2,725.00	-	-	-	-	2,725.00
Print Media		4,000.00	-	-	-	-	4,000.00
Electronic Media		21,675.00	-	-	-	-	21,675.00
Port-O-lets		3,000.00					3,000.00
Waste Management		600.00					600.00

City of Hobbs - Lodgers' Tax RFP

Entertainment - Bands		48,000.00	-	-	-	-	48,000.00
Entertainment - stage/sound/lighting		20,000.00					20,000.00
Total Cost of Event		100,000.00	-	-	-	-	100,000.00

Lodgers Tax Budget - Event Number 1

Event Information

Name of Event Hobbs Downtown Slam & Jam
 Date April 24, 25 & 26-2015
 Location Hobbs, NM City Hall
 Description This event is a three on three basketball Tournament that is open to male and female ages 6-99. This event is also a charity event for Teen Court of Lea County and Hobbs Boys and Girls Club. This event will also include two free concerts on Friday and Saturday night. Additionally, we have partnered with local nonprofits to provide additional events and services during the days of the event.

Expected Attendance 6000 # of Overnights 200
 Is this an annual event? yes Is this a new event? no

Printing

	Cost	Quantity		Cost	Quantity
Posters	450.00	2,500	Flyers		
Programs	1,000.00	400	Tickets	-	-
Banners	1,000.00	10			
Mailings	275.00	1	Date of Mailing	Early March	2,725.00

Print Media

	Name	# of ads	Cost
Newspaper	Artesia, Roswell, Clovis, Hobbs		4,000.00
	Carlsbad, Lubbock, Portales		
	Las Cruces, Midland/Odessa		4,000.00
Magazine/Other	Name	# of ads	Cost

Electronic Media

	Name	# of spots	Cost
Radio	Majestic Communications	2200	15,000.00
	Zia Broadcasting		
	Pecos Valley Broadcasting & Others		
	KTZA, KLMA		
Television	Name	# of spots	Cost
	Southeast NM, Permian Basin		6,675.00

21,675.00

Other Expense

	Name	#	Cost
Other	Port-o-lets	24	3,000.00
	Waste Management	1	600.00
	Entertainment - Bands	2	48,000.00
	Stage/Sound/Lighting	1	20,000.00
			-
			71,600.00

Total Request for Event 100,000.00