

Commission Meeting Agenda



Mayor

Samuel D. Cobb

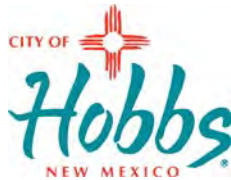
City Commission

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

City Manager

Manny Gomez

July 19, 2021



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

Monday, July 19, 2021 – 6:00 p.m.

Sam D. Cobb, Mayor

R. Finn Smith
Commissioner – District 1

Joseph D. Calderón
Commissioner – District 4

Christopher R. Mills
Commissioner – District 2

Dwayne Penick
Commissioner – District 5

Larron B. Fields
Commissioner – District 3

Don R. Gerth
Commissioner – District 6

Regular in-person meetings have now resumed in the Hobbs City Commission Chamber. Members of the public are asked to wear a face mask and follow social distancing guidelines. The public is invited to address public comments to the Commission in person at the meeting or submit written comments prior to the meeting. Written comments should be submitted no later than 4:30 p.m. on July 19, 2021, addressed via email to the City Clerk at jfletcher@hobbsnm.org or faxed to (575) 397-9334.

A G E N D A

City Commission Meetings are
Broadcast Live on KHBX FM 99.3 Radio and
Available via Livestream at www.hobbsnm.org

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the July 6, 2021, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

2. Recognition of City Employees - Milestone Service Awards for the Month of July, 2021 (*Manny Gomez, City Manager*)
 - 5 years – Andrea Urso, Hobbs Police Department
 - 20 years – John Benavides, Hobbs Police Department

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

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

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

3. Resolution No. 7068 - Authorizing a Membership Agreement with the Southeastern New Mexico Economic Development District Council of Governments for FY 21-22 in the Amount of \$10,237.00 (*Mayor Sam Cobb*)
4. Resolution No. 7069 – Authorizing the Removal of Uncollectible Returned Checks Dated Prior to June 30, 2017, in the Amount of \$1,661.20 (*Toby Spears, Finance Director*)
5. Resolution No. 7070 - Approving the FY 2021 DFA 4th Quarter Financial Report (*Toby Spears, Finance Director*)
6. Resolution No. 7071 – Approving the FY 2021 DFA 4th Quarter Financial Report for Lodgers' Tax (*Toby Spears, Finance Director*)
7. Resolution No. 7072 – Authorizing a Litter Control and Beautification Grant Agreement with the State of New Mexico Tourism Department (*Tanya Sanchez, Community Services Administrative Coordinator*)

DISCUSSION

8. Update on Community Engagement (*Commissioner Joseph Calderón*)

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

9. Resolution No. 7073 – Adopting the FY 21-22 Final Budget (*Toby Spears, Finance Director*)
10. Resolution No. 7074 – Authorizing an Allocation of Lodgers' Tax to Various Entities for Events (*Toby Spears, Finance Director*)
11. Resolution No. 7075 – Authorizing a Memorandum of Understanding with Lea County for Airline Subsidy for FY 21-22 (*Efren Cortez, City Attorney*)
12. Resolution No. 7076 – Authorizing a Professional Services Agreement with the Economic Development Corporation of Lea County for FY 21-22 (*Efren Cortez, City Attorney*)
13. Resolution No. 7077 - Approving a Proposed Collective Bargaining Agreement with the Hobbs Police Officers Association (*Valerie Chacon, Deputy City Attorney*)
14. Resolution No. 7078 - Authorizing the City Manager to Enter Into a Contract with the Non-Metro Area Agency on Aging (NMAAA) for FY 21-22 Funding (*Doug McDaniel, Recreation Director; and Angela Courter, Senior Affairs Coordinator*)
15. Resolution No. 7079 – Approving a Development Agreement with Sorrento Property II, LLC, Concerning the Development of Multi-Family Housing (*Kevin Robinson, Planning Department*)
16. Resolution No. 7080 – Approving the Final Plan for Kass Glorietta-Iron Subdivision Located Southeast of the Intersection of Glorietta and Dal Paso as Submitted by Property Management Plus, LLC. (*Kevin Robinson, Planning Department*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

17. Next Meeting Date:

- City Commission:
Regular Meeting – **Monday, August 2, 2021, at 6:00 p.m.**

ADJOURNMENT

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9200 at least 72 hours prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 19, 2021

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: July 13, 2021
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of July 6, 2021

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director



City Manager

**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 Tuesday, July 6, 2021, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also viewable to the public via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

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

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

Also present:

Manny Gomez, City Manager
Efren Cortez, City Attorney
Barry Young, Deputy Fire Chief
Kevin Shearer, Fire Battalion Chief
Mark Doporto, Fire Captain
John Ortolano, Police Chief
Michal Hughes, Recreation Superintendent
Nicholas Goulet, Human Resources Director
Tracy South, Assistant Human Resources Director
Toby Spears, Finance Director
Tim Woomer, Utility Director
Bryan Wagner, Parks & Open Spaces Director
Matt Hughes, Rockwind Community Links Superintendent
Ron Roberts, Information Technology Director
Bobby Arther, Municipal Judge
Sandy Farrell, Library Director
Ann Betzen, Risk Manager/Executive Assistant
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
8 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting held on Monday, July 6, 2021, be approved as written. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

There were no proclamations or Awards of Merit.

Public Comments

Due to COVID-19, public comments may be submitted in person or in writing. Written comments should be submitted to the City Clerk at jfletcher@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, July 6, 2021. There were no public comments submitted either in person or in writing.

Consent Agenda

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

Consideration of Approval of a Professional Services Agreement with the Boys and Girls Club of Hobbs for FY 21-22 in the Amount of \$69,000.00

Resolution No. 7064 - Authorizing the Removal of Uncollectible Accounts Receivable for Water, Garbage and Sewer Services for the Period of July 1, 2016, through June 30, 2017, in the Amount of \$27,306.64

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

Discussion

2021 Mill Levy Special Election - Hobbs Municipal Schools

Mayor Cobb introduced Mr. Gene Strickland, Superintendent of the Hobbs Municipal Schools (HMS), and congratulated him on his recent appointment to Superintendent at Hobbs Municipal Schools.

Mr. Strickland expressed his appreciation for the ongoing partnership with the City of Hobbs. He presented a PowerPoint Presentation regarding the 2021 Mill Levy Special Election and stated mill levies are traditionally placed on the General Election ballots; however, due to the overhaul of the election laws in 2018, many mill levies have expired outside the General Election window creating the need for a special mail-in ballot election. Mr. Strickland stated the expiration of the mill levy would severely limit the ability of HMS to maintain facilities, purchase technology and provide safety and security components.

Mr. Strickland reviewed the mill levy history and stated Hobbs voters have supported this tax for over 20 years. He further stated the funds generated from past mill levies have been used for maintenance and safety measures at HMS. The mill levy rates will generate an average of \$6.7 million per year without creating an increase in Hobbs property taxes. Mr. Strickland stated ballots for the special election will be by mail. Ballots will be mailed on July 28, 2021, and the last day to register to vote in the special election will be July 27, 2021. All ballots must be returned to the Lea County Clerk before 7:00 p.m. on August 24, 2021.

In response to Commissioner Smith's question, Mr. Strickland stated approximately 25,000 ballots will be mailed to registered voters, even if they have not participated in recent elections. He further stated the cost for this special mail-in ballot election will be approximately \$70,000.

Commissioner Calderón suggested going door-to-door to raise awareness of the special mail-in ballot election.

Mayor Cobb expressed his appreciation to Mr. Strickland for the great job in presenting this information on the mill levy and special mail-in ballot election.

On a side note, Mr. Strickland commented that the City's Fourth of July event at HIAP was great this year.

Action Items

PUBLIC HEARING: Resolution No. 7065 - Regarding the Application of Baker Brother's Holiday Restaurant Bar-B-Q and Catering, LLC, d/b/a Holiday Restaurant, for a Transfer of Ownership of Liquor License No. 2714 Located at 2827 North Dal Paso

Mr. Efre Cortez, City Attorney, was appointed as the Hearing Officer.

Ms. Jan Fletcher, City Clerk, administered the oath to the witnesses, Mr. Fred Baker, owner of Baker Brother's Holiday Restaurant Bar-B-Q and Catering, LLC, d/b/a Holiday Restaurant, and Mr. Mark Rhodes, attorney for Mr. Baker.

Mr. Rhodes explained the need for the transfer of ownership of liquor license #2714 located at 2827 North Dal Paso, Hobbs, New Mexico, due to the addition of a new owner.

In response to Mr. Cortez' inquiry, no members of the audience requested to speak in support of the application or against the transfer of a liquor license to Baker Brother's Holiday Restaurant Bar-B-Q and Catering, LLC dba Holiday Restaurant.

Mr. Cortez stated the State of New Mexico Alcoholic Beverage Control has granted preliminary approval to the application for the transfer of ownership of a liquor license and a public hearing has to be held within 45 days of receipt of the application on whether or not the transfer of the proposed liquor license should be granted. He stated notice of the public hearing was published in the Hobbs News Sun on June 4, 2021, and June 18, 2021. Mr. Cortez stated the application can be denied for only three reasons which are as follows: (1) if the location is within 300 feet of a church or school, which is not applicable here; (2) if it is in violation of a zoning or other ordinance of the governing body, which is not applicable here; and (3) if the issuance would be detrimental to the public health, safety or morals of the residents of the local option district. Mr. Cortez further stated disapproval by the governing body on public health, safety or morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee or locations and a copy of the record must be submitted to the Alcoholic Beverage Control. Mr. Rhodes testified that all the above statements made by Mr. Cortez are true and correct to his knowledge.

There being no comment or discussion, Commissioner Calderón moved that Resolution No. 7065 be adopted as amended. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth, yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Mr. Rhodes commented on the professionalism of the Hobbs City Commission and staff when conducting public hearings in Hobbs.

Resolution No. 7066 - Supporting the Oil and Gas Association's Opposition to Listing the Lesser Prairie-Chicken as an Endangered Species Under the Endangered Species Act of 1973

Mayor Cobb explained Resolution No. 7066 and stated the U. S. Fish and Wildlife Service is proposing to list the lesser prairie-chicken as an endangered species. Such a listing would impose new restrictions on the oil and gas sector in the Permian Basin which serves as the backbone of the economies of Southeastern New Mexico and West Texas. For this reason, the New Mexico Oil and Gas Association (NMOGA) opposes the listing of the prairie-chicken as an endangered species, and Mayor Cobb stated the City of Hobbs wishes to adopt a resolution supporting such opposition to avoid negative impacts to the citizens and economy of Hobbs.

There being no comment or discussion, Commissioner Smith moved that Resolution No. 7066 be adopted as presented. Commissioner Mills seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick no, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution is attached and made a part of these minutes. *(Commissioner Penick inadvertently voted "no" on this item. He verbally amended his vote to "yes" and Mayor Cobb requested that this change be noted in the minutes.)*

Resolution No. 7067 - Authorizing FY 21-22 Funding Appropriation for the Economic Development Corporation of Lea County.

Mr. Cortez explained the resolution and stated the Economic Development Corporation of Lea County (EDC) significantly contributes to the economic development and marketing of Hobbs, New Mexico. He stated the proposed funding amounts are as follows:

- Operating \$ 200,000
- Special Projects \$ 50,000
- Retail Recruitment \$ 25,000

Mr. Cortez stated if approved, staff will submit a Professional Services Agreement to the Commission outlining the contractual obligations of each party for the fiscal year.

Commissioner Smith expressed his appreciation for the work done by EDC and stated he is looking forward to working with the EDC through the City.

There being no further comment or discussion, Commissioner Gerth moved that Resolution No. 7067 be adopted as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution is attached and made a part of these minutes.

Consideration of Approval of a First Contractual Amendment (2021) Amending the Professional Services Agreement Between the City of Hobbs and Life Skills Fore Youth of the Pecos

Mayor Cobb explained the amendment to the professional services agreement with Life Skills Fore Youth of the Pecos. He stated the City has worked with this agency since 2015 and it continues to play an important role in teaching not only golf but life skills to youth. Mayor Cobb stated in June, 2019, the Commission approved a one-year agreement with three additional one-year options. The first option was exercised and approved in June of 2020. If approved, this would begin the second option.

Additionally, Mayor Cobb explained the City of Hobbs has received \$75,000 from Senate Bill 377 (SB 377) Junior Appropriation Bill. These funds will assist in the City's funding of the First Tee Program of which the funded amount will not change from the previous \$109,560. The City will contribute \$34,560 with SB377 funding \$75,000 for a total of \$109,560. The First Tee will be responsible for submitting invoices to be reimbursed for eligible expenses up to \$75,000 which must be expended by June 30, 2022. He added the City of Hobbs will also provide a maximum of two fund raising golf tournaments.

Mr. Ben Kirkes, Rockwind Golf Professional, stated the First Tee program is great to work with and several of the Hobbs High School 2021 State Champions were a part of the First Tee program.

Ms. Adrienne Fields, Executive Director for The First Tee of Southeastern New Mexico, stated during the summer of 2020, First Tee conducted three week-long summer camps with a total of 63 participants. In the fall of 2020, there was a nine-week session with a total of 72 participants. In total, the various outreach programs conducted by First Tee, to include the National School Program, had a total of 1,368 participants. For the fall of 2021, these outreach programs are projected to include 5,385 participants.

In response to Commissioner Fields' inquiry, Ms. Fields stated students are introduced to the game of golf through their Physical Education (P.E.) classes.

Mr. Manny Gomez, City Manager, recognized Representative Larry Scott and Senator David Gallegos who worked to obtain the SB377 Junior Appropriation funding for the First Tee program.

In answer to Commissioner Smith's question, Ms. Fields stated the First Tee program provides the youth with all clubs and equipment necessary for the game. She further stated scholarships are available so no child is turned away and First Tee happily accepts donations of old golf clubs which can be cut down and sized to a youth fit.

There being no further comment or discussion, Commissioner Penick moved to approve the first contractual amendment (2021) amending the Professional Services Agreement between the City of Hobbs and Life Skills Fore Youth of the Pecos as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached and made a part of these minutes.

Consideration of Approval of a CES Contract with Smith Engineering for the Professional Engineering Design Service of Trunk F Sewer Replacement in the Amount of \$155,375.00

Mr. Tim Woomer, Utility Director, explained the Cooperative Educational Services (CES) agreement with Smith Engineering Company, who provided design services for the last two phases of the Trunk Line F Sewer replacement. He stated Smith Engineering has finalized the construction plans for the sewer replacement along Central Dr from SR 18 to Joe Harvey Blvd, which is the next phase of construction. This will be the final design phase for the Trunk Line F Sewer replacement, which includes the design, bypass pumping and traffic control plans for the final phase of the sewer line replacement. Mr. Woomer stated the City Commission's approval will authorize the City Manager to enter in a contract with Smith Engineering using CES's current procurement contract (CES NO. 19-01 B-C205-ALL). He further stated the proposal fee is \$155,375.00 (excluding GRT) for Base Design Services. He also noted that the additional design services are not part of the recommendation.

In response to Commissioner Fields' inquiry, Mr. Woomer stated the construction of the Trunk F sewer replacement will take approximately 270 days.

In answer to Commissioner Penick's question, Mr. Woomer stated the PVC pipes have a life expectancy of up to 100 years. He added the pipeline currently used was installed in the late 1980's – early 1990's.

There being no further comment or discussion, Commissioner Fields moved to approve the CES Contract with Smith Engineering for the Professional Engineering Design Service of Trunk F Sewer Replacement in the Amount of \$155,375.00 as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the contract and supporting documentation is attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Mayor Cobb stated the date of the next regular Commission Meeting is Monday July 19, 2021, at 6:00 p.m.

Mr. Gomez stated the City will host an art dedication at the CORE on Friday, July 9, 2021 at 10:00 a.m., formally dedicating the piece "Stay Human".

Mr. Gomez stated the City experienced flooding in the streets during a thunderstorm last week. He expressed appreciation to the City staff who worked before, during and after the storm to clear the drains and streets.

Mr. Gomez stated July 1 begins the new Fiscal Year for the City of Hobbs. He further stated there will be changes coming as a result of House Bill 6, changing the setup of gross receipt taxes. He added it could be a detriment to the City; however, the effects will not be known until possibly October, 2021.

Mr. Gomez gave kudos to the Parks and Open Spaces Department, Recreation Department, Hobbs Police Department (HPD), Hobbs Fire Department (HFD), Traffic Department and the Legal Department for all of their hard work to make the 4th of July Holiday a successful event. He stated these departments were hard at work to make everything enjoyable for the citizens.

Commissioner Calderón stated there were fireworks being discharged everywhere, even at 3:00 a.m.

Mr. Gomez stated he has received preliminary information from Deputy Fire Chief Barry Young. He further stated citizens need to be better informed of the regulations and educated on the use of Safe Zones. Mr. Gomez stated the City will need to focus on changing the mindset and behavior of the citizens.

Deputy Fire Chief Young stated HFD is preparing a wrap-up for all of the departments involved with the partnership behind the new Fireworks Ordinance. He stated they knew there would be challenges during this first year. Deputy Chief Young stated there were 217 total complaints called in regarding fireworks. He further added HFD and HPD officers went out in teams of two to respond to the calls. He added there was one injury reported and no fires reported as a result of fireworks over the holiday weekend. Twelve citations were issued, with nine of them surrendering their illegal fireworks, bring the number of citations to go to court to three.

Commissioner Calderón stated the signs posted throughout town seemed to work.

Commissioner Mills stated there will be a fundraiser for retired HPD Officer George Montes at the White House Event venue on Saturday, July 10, 2021. He invited the public to attend the event which will feature a motorcycle run, food trucks, auctions and live music with all proceeds going to assist Mr. Montes in his fight with cancer.

Commissioner Fields stated he was not in Hobbs over the weekend but he did receive calls regarding the flooding on Jefferson, Midwest and Dal Paso streets and unhappy citizens calling over fireworks.

Commissioner Penick thanked everyone for their participation in the District 5 Community Clean-Up. He added there was a good turnout and they picked up 960 pounds of trash. Commissioner Penick also thanked Mr. Gomez for attending the Community Clean-Ups.

Commissioner Penick clarified his amended vote on Resolution 7066, stating he wished to reflect a "yes" vote as he is opposed to listing the lesser prairie-chicken as an endangered species.

Commissioner Smith stated he attended an update with Mr. Dan Springer, CEO for Covenant Hospital Hobbs, regarding Covenant Hospital and Nor Lea Hospital. He expressed his excitement at the coming changes.

Commissioner Smith also stated ridership is trending upwards at the Lea County Regional Airport. He added the airport is a gem for the community.

Commissioner Penick stated there were difficulties moving the E105 Fighter Jet to the Veterans Memorial Park at HIAP. He stated Wilbanks Trucking will be delivering the jet on July 16, 2021. He thanked Wilbanks Trucking and Mr. Steve Pearce for all the work they have put into the Hobbs Veterans Memorial Park Project.

Mayor Cobb thanked everyone for their attendance at tonight's meeting.

Adjournment

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Mills seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:03 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROCLAMATIONS

AND

**AWARDS OF
MERIT**

July Milestones 2021

5 years

Andrea Urso	HPD	7/11/2016
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20 years

John Benavides	HPD	7/18/2001
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CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 19, 2021

SUBJECT: A Resolution Authorizing the Mayor to Execute an Agreement with the Southeastern New Mexico Development District/Council of Governments for FY 21-22

DEPT. OF ORIGIN: Mayor's office
DATE SUBMITTED: July 06, 2021
SUBMITTED BY: Ann Betzen

Summary:

This resolution authorizes the Mayor to execute an Agreement with the Southeastern New Mexico Development District/Council of Governments for FY 2021-22. The Southeastern New Mexico District/Council of Governments (COG) is the regional council of the designated planning and development district representing district 6, consisting of Lincoln, Otero, Chaves, Eddy and Lea counties. The COG provides planning, technical assistance and capacity building services to local governments in southeastern New Mexico. The COG also assists in community and economic development, transportation and public works projects. The COG is the officially recognized regional council to receive grants-in-aid from the secretary of the department of finance and administration, in the event such payments are made. The City of Hobbs' contribution amount to the COG is \$10,237.00.

Fiscal Impact:

The funding has been approved in the 2021-22 preliminary budget.

Reviewed By: _____


Finance Department

Attachments:

Resolution;
Agreement between the City and SNMEDD/COG.

Legal Review:

Approved As To Form: _____


City Attorney

Recommendation: The Commission should consider the Resolution

Approved For Submittal By:

Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7068

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH
THE SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
COUNCIL OF GOVERNMENTS

WHEREAS, the City of Hobbs hereinafter referred to as the "Municipality," is a member of and desires the services of the Southeastern New Mexico Economic Development District/COG; and

WHEREAS, in accordance with article 58, section 4-58-1 to 4-58-6 NMSA 1978, an agreement setting forth the terms and conditions of active membership in the Southeastern New Mexico Economic Development District/COG is required; and

WHEREAS, it is the desire of the Municipality to continue as an active member of the Southeastern New Mexico Economic Development District/COG.

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

1. The Agreement attached to the Resolution expressed the desires and intent of the Municipality.
2. The Agreement attached is hereby ratified and approved and the proper official(s) of the Municipality are hereby authorized and instructed to affix their signature(s) thereto.
3. A copy of this Resolution (together with the referenced Agreement) shall be filed with the State of New Mexico, Department of Finance and Administration, Local Government Division and the Southeastern New Mexico Economic

Development District/COG; and shall be made a part of the budget documentation of the Municipality.

PASSED, ADOPTED AND APPROVED this 19th day of July, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AGREEMENT

This Agreement, entered into by and between the Southeastern New Mexico Economic Development District/COG (hereinafter known as the "District") and the City of Hobbs a member of said District (hereinafter known as the "Member") is as follows:

I. The District agrees to provide the following services to the Member upon request and final approval of the District budget:

- A. Undertake studies, collect data and develop regional plans and programs pertaining to such subjects as human and natural resource development, community facilities and the general improvement of living and working environments.
- B. Furnish technical and management assistance in the development of planning activities.
- C. Coordinate local planning with that of other Members of the District and the State.
- D. Assist in community and economic development, transportation and public works projects.
- E. Assist member governments with their legislative activities.
- F. Assist in the preparation of applications for funding under various state, federal and private grant programs. Contracts for administration may be entered into between Member and District if Member requires or desires District to administrate project.
- G. Provide a Comprehensive Economic Development Strategy at the direction of the Board.
- H. Engage in such other activities as are necessary to improve area development and address regional problems.

II. The Member agrees to the following:

- A. To remain an active member of the District.
- B. To make an annual contribution of \$ 10,237.00 to the District as recognition of active membership.

Entered into this 19th day of July, 2021, at

CITY OF HOBBS

New Mexico

ATTEST:

Clerk

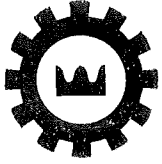
Mayor/Commission Chairman

ATTEST:

SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT/COG

Dora Batista
Dora Batista, Secretary

Raye Miller
Raye Miller, President



**SOUTHEASTERN NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT**

COUNCIL OF GOVERNMENTS

1600 SE Main, Suite D
Roswell, NM 88203
Phone: (575) 624-6131
Fax: (575) 624-6134
www.snmedd.com

Dora Batista
Executive Director

Invoice

Invoice Date: July 1, 2021

Sam Cobb, Mayor
City of Hobbs
200 E. Broadway
Hobbs, NM 88240-8425

DESCRIPTION

AMOUNT

FY 2021-2022 MEMBER GOVERNMENT CONTRIBUTION	\$10,237.00
	Total Due \$10,237.00

- **Please make checks payable to Southeastern New Mexico Economic Development District.**

T h a n k Y o u

"Leadership to enhance the region's quality of life, services and jobs"

Budget vs. Actual by Programs/Projects

July 2021 through June 2022

	District Operations				TOTAL			
	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget	Jul '21 - Jun 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense								
Income								
Contracts And Fees Income	0.00	5,000.00	-5,000.00	0.0%	0.00	5,000.00	-5,000.00	0.0%
Fed EDA CARES ACT	0.00	200,000.00	-200,000.00	0.0%	0.00	200,000.00	-200,000.00	0.0%
Fed. Govt.	0.00	70,000.00	-70,000.00	0.0%	0.00	70,000.00	-70,000.00	0.0%
Grants	0.00	136,636.00	-136,636.00	0.0%	0.00	136,636.00	-136,636.00	0.0%
Interest Income	0.00	100.00	-100.00	0.0%	0.00	100.00	-100.00	0.0%
Member Dues	0.00	102,790.00	-102,790.00	0.0%	0.00	102,790.00	-102,790.00	0.0%
Reimbursement Income	0.00	100.00	-100.00	0.0%	0.00	100.00	-100.00	0.0%
St. Govt. Approp.	0.00	99,000.00	-99,000.00	0.0%	0.00	99,000.00	-99,000.00	0.0%
Unbudgeted Revenue	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
Total Income	0.00	613,626.00	-613,626.00	0.0%	0.00	613,626.00	-613,626.00	0.0%
Gross Profit	0.00	613,626.00	-613,626.00	0.0%	0.00	613,626.00	-613,626.00	0.0%
Expense								
Advertising	0.00	500.00	-500.00	0.0%	0.00	500.00	-500.00	0.0%
Audit	0.00	17,000.00	-17,000.00	0.0%	0.00	17,000.00	-17,000.00	0.0%
Communication	0.00	6,863.71	-6,863.71	0.0%	0.00	6,863.71	-6,863.71	0.0%
Contract Services	0.00	113,000.00	-113,000.00	0.0%	0.00	113,000.00	-113,000.00	0.0%
Equip Lease/Repair	0.00	5,000.00	-5,000.00	0.0%	0.00	5,000.00	-5,000.00	0.0%
Equip. Purchases	0.00	15,000.00	-15,000.00	0.0%	0.00	15,000.00	-15,000.00	0.0%
Fringe Benefits	0.00	75,000.00	-75,000.00	0.0%	0.00	75,000.00	-75,000.00	0.0%
Payroll Taxes and Expense	0.00	48,077.80	-48,077.80	0.0%	0.00	48,077.80	-48,077.80	0.0%
Program Operations	0.00	62,553.49	-62,553.49	0.0%	0.00	62,553.49	-62,553.49	0.0%
Salary and Wages	0.00	255,631.00	-255,631.00	0.0%	0.00	255,631.00	-255,631.00	0.0%
Travel	0.00	15,000.00	-15,000.00	0.0%	0.00	15,000.00	-15,000.00	0.0%
Vehicle Debt Service	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
Total Expense	0.00	613,626.00	-613,626.00	0.0%	0.00	613,626.00	-613,626.00	0.0%
Net Ordinary Income	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%
Net Income	0.00	0.00	0.00	0.0%	0.00	0.00	0.00	0.0%

SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT/COG

DUES STRUCTURE

MEMBER	<u>2019-2020</u> <u>CURRENT</u>	<u>2020-2021</u>
Chaves County	\$8,000	\$8,000
Eddy County	\$8,000	\$8,000
Lea County	\$8,000	\$8,000
Lincoln County	\$7,000	\$7,000
Otero County	\$8,000	\$8,000
Town of Dexter	\$1,000	\$1,000
Town of Hagerman	\$1,000	\$1,000
Town of Lake Arthur	\$1,000	\$1,000
City of Roswell	\$13,588	\$13,588
City of Artesia	\$3,450	\$3,450
City of Carlsbad	\$7,641	\$7,641
Village of Hope	\$1,000	\$1,000
Village of Loving	\$1,000	\$1,000
City of Eunice	\$1,000	\$1,000
City of Hobbs	\$10,237	\$10,237
City of Jal	\$1,000	\$1,000
City of Lovington	\$3,303	\$3,303
Town of Tatum	\$1,000	\$1,000
Village of Capitan	\$1,000	\$1,000
Town of Carrizozo	\$1,000	\$1,000
Village of Corona	\$1,000	\$1,000
Village of Ruidoso	\$2,450	\$2,450
City of Ruidoso Downs	\$1,000	\$1,000
City of Alamogordo	\$9,121	\$9,121
Village of Cloudcroft	\$1,000	\$1,000
Village of Tularosa	\$1,000	\$1,000
TOTALS:	\$102,790	\$102,790

**Southeastern New Mexico Economic Development District/
Council of Governments**

FY 2021-2022 ANNUAL WORK PLAN

**State of New Mexico
Grant-In-Aid Program**

The following are functions, measures, targets and tasks the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG) will complete in fulfillment of its obligation to its member governments and the State of New Mexico Department of Finance and Administration-Local Government Division to provide planning, technical assistance and capacity building services to local governments in southeastern New Mexico.

Function 1. Submit reports, budgets and planning outcomes to the Local Government Division.

- Task 1.1 Prior to July 1, 2021 submit a Board approved Annual Work and Operations Budget to the Local Government Division.
- Task 1.2 Submit Quarterly Progress Reports and payment reimbursement invoices to the Local Government Division no later than the 15th day of the month (January, April, July, October) following the close of each quarter. Quarterly reports must be approved by the Board of Directors prior to submittal. The Annual Report will be submitted following the Annual Meeting in January, 2021.
- Task 1.3 Provide professional development training to staff at least once annually.
- Task 1.4 Schedule and include as an agenda item for each quarterly meeting of the Board of Directors a training or information component to benefit local elected officials such as speakers from relevant agencies.

Task 1.5 Attend regularly scheduled meetings of member governments; special purpose meetings; provide technical assistance, conduct public hearings and assist in whatever capacity we are able.

Task 1.6 Attend regularly scheduled Board Meetings, conferences, or webinars sponsored by the Southwest Regional Executive Directors Association and the National Association of Development Organizations (NADO), and New Mexico Association of Regional Councils.

Benefit to New Mexico Citizens: Increased timeliness of reporting activities. Increased capacity of regional planning district. Better coordination between regional and state levels.

Function 2. Community Development Block Grant, Economic Development Public Works Assistance, Colonias Infrastructure Fund and other funding assistance programs—Provide local governments with application and general technical assistance.

Task 2.1 Inform all members of CDBG, EDA, USDA, CIF and other funding program rule changes and Notifications of Funding Assistance (NOFA).

Task 2.2 Prepare and complete funding assistance applications for members upon their request including the conducting of public hearings as may be necessary.

Task 2.3 Provide Grant Administration and Technical Assistance to member governments upon approval of a contractual agreement between the local government and the funding agency.

Task 2.4 Coordinate presentations to the Community Development Council and Colonias Infrastructure Fund Board by our member governments seeking CDBG or CIF funding.

Task 2.5 Assist local governments with the seeking of funds for updating comprehensive plans

Benefit to New Mexico Citizens: Better prepared funding assistance applications and presentations. Well implemented and administered project grants.

Function 3. Infrastructure Planning—Coordinate the ICIP process regionally.

- Task 3.1 Sponsor ICIP training session that will be presented to local governments and others by a member of the DFA/LGD staff.
- Task 3.2 Assist and provide local governments technical assistance with the development and submittal of the ICIP.
- Task 3.3 Encourage local municipal, county governments and other entities to include operation and maintenance costs in the ICIP.
- Task 3.4 Encourage submission of ICIP to the State
- Task 3.5 Encourage members to develop financing plans for each of their top five ICIP priorities, including a project description, secured sources of funding and, where applicable, utility rate structure and asset management plans.
- Task 3.6 Have staff attend and encourage local government members to attend, the annual New Mexico Infrastructure Finance Conference.
- Task 3.7 Conduct regional clearinghouse review, as may be necessary for all applications submitted to funding agencies.

Benefits to New Mexico Citizens: Timely and meaningful local infrastructure planning connected to financing sources.

Function 4. Capital Outlay—Increase quality of project planning, legislative representation and administration.

- Task 4.1 Assist local entities seeking assistance in the preparation and submission of capital outlay request forms through informational workshops and direct application technical assistance.
- Task 4.2 Work with Legislators throughout the region on locally established capital improvement priorities by holding project vetting hearings in each county and allowing municipalities and counties the opportunity to present potential projects to their legislators

- Task 4.3 Assist with testimony or information as might be required during the legislative session.
- Task 4.4 Prepare a preliminary list of projects submitted by local entities and submit list to local legislators.
- Task 4.5 Track capital outlay legislation relevant to community development, infrastructure improvement projects and project planning and programming.
- Task 4.6 Work with local elected officials to complete on-going projects in a timely manner or recommend reauthorization, re-appropriation or reversion of grant funds as may be necessary.

Benefit to New Mexico Citizens: Better and more timely use of taxpayer funds to support local infrastructure projects

Function 5. Rural Support—Build capacity of local governments, rural water associations and other rural organizations.

- Task 5.1 Coordinate a minimum of one training session in planning, budgeting, finance, auditing and/or administration for District Officials and their staffs.
- Task 5.2 Work with rural water associations, community ditches, acequias and other non-members on capital project planning. Assistance may be based on a Board approved fee for service schedule.
- Task 5.3 Engage rural members and non-members requesting assistance in “project prospectus development”, develop, review and vet projects seeking funding sources to meet specific project needs. Assistance may be based on a Board approved fee for service schedule.
- Task 5.4 Offer a training workshop to rural water associations and other non-member organizations in each county on the capital improvement project planning process.
- Task 5.5 Provide opportunities and information for local government staff and/or elected officials to attend capacity building training, workshops

and conferences sponsored by state, regional and national planning and development organizations and funding sources.

Task 5.6 Provide US Census data information and support for the region as the US Census Bureau Affiliate.

Task 5.7 Provide public relations for the SNMEDD and local governments through continuous media dissemination.

Task 5.8 Meet with community elected and appointed officials and key community leaders to increase community capacity building foundation.

Task 5.9 Educate and inform the general public, legislative and congressional law makers about the negative impact of regulatory constraints on local economies.

Function 6. Transportation—Provide local governments with assistance to improve the region's transportation system for the efficient movement of goods, services, and people.

Task 6.1 Compile and maintain a database of transportation-related projects that may be contemplated or that are ready to be implemented for local governments within the region.

Task 6.2 Maintain transportation-related technical information on the website, as available, to assist local governments and others in packaging applications that improve the infrastructure of the region.

Task 6.3 Provide orientations or similar training to newly appointed RPO members representing local governments, preparing them in their roles on the Regional Transportation Policy and Technical Committees.

Task 6.4 Meet with local elected officials, informing them of the transportation-related programs and activities available to them through the Southeastern Regional Planning Organization (SERTPO) and encourage their input in regional transportation planning.

Task 6.5 Maintain and provide the SERTPO regional transportation planning function in concert with the New Mexico Department of Transportation.

Task 6.6 Organize, schedule and host, as necessary, SERTPO Policy Committee and Technical Committee meetings.

Benefit to New Mexico Citizens: Assist in the development of a comprehensive transportation network and infrastructure improvements plan to move people, goods and services efficiently.

Function 7. Provide resources toward the development of new business or business expansions to retain and create jobs.

Task 7.1 Prepare a Comprehensive Economic Development Strategy update for submittal to our local government members and the Economic Development Administration (EDA) under the guidance and rules established by EDA.

Task 7.2 Meet quarterly with the region's five economic development corporation/entities to gather and share information.

Task 7.3 Support the energy industry in the region by attending energy related workshops and meeting quarterly with energy related professionals.

Task 7.4 Support and promote the local agriculture and related value added industries.

Task 7.5 Provide business counseling and training to prospective and existing small business owners through the operation of the Small Business Development Center with Eastern New Mexico University-Roswell.

Benefit to New Mexico Citizens: Develop regional resources to improve and strengthen the existing core for sustainable communities.

Function 8: Provide information; technical assistance and funding opportunities during the COVID 19 pandemic

Task 8.1 Develop a Regional Economic Recovery Plan funded by EDA Cares

Act funds

- Task 8.2 Provide funding opportunities, technical assistance and Stimulus Program information to our Municipalities and Counties
- Task 8.3 Provide funding opportunities, and collaboration with local Main Street Programs; Economic Development Corporations; Chambers Of Commerce for local businesses
- Task 8.4 Work with State and Federal Representatives to bring information; assistance and opportunities to our District that are a result of the COVID pandemic



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM


MEETING DATE: July 19, 2021

SUBJECT: Removal of outstanding returned checks determined to be uncollectible.
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: July 2, 2021
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

Returned checks prior to June 30, 2017 resulting from payments made to the City totaling \$1,661.20 are deemed uncollectible based on efforts made to collect on the account and locate the debtor. In accordance with 3-37-7, NMSA 1978 accounts with balances resulting from activity four years or older are to be removed from the list of accounts receivable of the City of Hobbs.

Fiscal Impact:


Reviewed By: 

Finance Department

The write off of these uncollectable checks is included in the FY22 budget in the amount of \$1,661.20 and is housed in expense account 010140-42999.

Attachments: Resolution

Legal Review:

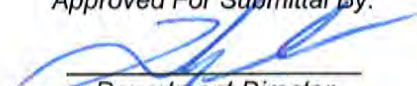
Approved As To Form: 


City Attorney

Recommendation:

Approve the resolution to remove the uncollectible accounts from the list of accounts receivable.

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

CITY OF HOBBS
RESOLUTION NO. 7069

A RESOLUTION AUTHORIZING THE REMOVAL
OF UNCOLLECTIBLE RETURNED CHECKS

WHEREAS, there are several uncollectible returned checks dated prior to June 30, 2017, resulting from various City services totaling \$1,661.20; and

WHEREAS, diligent efforts to collect the returned checks has been unsuccessful for a period of more than four years; and

WHEREAS, it is the Finance Director's opinion the accounts are uncollectible; and

WHEREAS, the city desires to remove the uncollectible returned check amount from the accounts receivable, pursuant to Section 3-37-7 NMSA 1978 amended.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor be and hereby is, authorized and directed to take all necessary and appropriate action to effectuate this resolution on behalf of the City of Hobbs.

PASSED, ADOPTED AND APPROVED this 19TH day of July, 2021

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

City of Hobbs
NSF Checks Reconciliation - MVD 700-10090
06/30/2021

GL Date	Name	NSF Amount	Payment	NSF Balance	GL Balance
FY2017					
08/31/2016	Luis Arechiga	81.60		81.60	81.60
09/02/2016	Luis Arechiga	109.00		109.00	190.60
09/23/2016	Luis Arechiga	82.60		82.60	273.20
10/12/2016	Luis Arechiga	160.00		160.00	433.20
03/10/2017	Linda Saucedo	197.00		197.00	630.20
03/29/2017	G&J Transport	728.50		728.50	1,358.70
04/27/2017	Tommie Wormley	10.00		10.00	1,368.70
05/15/2017	Cassandra Aaron	45.00		45.00	1,413.70

City of Hobbs
NSF Checks Reconciliation - General Fund 001-10090
06/30/2021

GL Date	Name	nsf amount	payment	nsf Balance
FY2017				
11/02/2016	Ashley Furniture Home Store	35.00		35.00
11/29/2016	Marc Darrow	8.00		43.00
02/23/2017	Pedro Zapeda	111.00		154.00
04/27/2017	Tommie Wormley	4.00		158.00
05/15/2017	Cassandra Aaron	8.00		166.00
05/19/2017	Raul Mendoza	18.00		184.00
05/22/2017	Raul Mendoza	18.00		202.00
06/26/2017	Bobbie Joe Pierce	45.50		247.50



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 19, 2021

SUBJECT: Resolution approving the FY2021 DFA 4th Quarter (June 2021) Financial Report
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: July 08, 2021
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

- The State of New Mexico requires the FY21 4th Quarter (June 2021) DFA Quarterly Financial Report be approved by the governing body.
- The ending cash balance for 06/30/20 will be incorporated into the Fiscal Year 2022 Final Budget.

Fiscal Impact:

Reviewed By: _____

Finance Department

- The ending cash balance represents actual revenue and expenditure activity from July 1, 2020 –June 30, 2021.
- Ending Cash Balance at 06/30/21 is \$142,412,202.39 for all funds (restricted and unrestricted).
- The City of Hobbs year-to-date actual revenues and expenditures for the period are \$105,971,357.16 and \$110,938,426.23 respectively.

Attachments:

4th Quarter DFA Report Recap
Resolution approving 4th Quarter DFA Report

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:

Department Director

City Manager

CITY CLERK' S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS
RESOLUTION NO. 7070

A RESOLUTION APPROVING THE FY2021
DFA 4th QUARTER FINANCIAL REPORT

WHEREAS, the State of New Mexico requires the FY2021 DFA 4TH Quarter Financial Report be approved by the governing body; and

WHEREAS, the ending cash balance for the period ended June 30, 2021 was \$142,412,202.39 for all funds; and

WHEREAS, the City of Hobbs actual year-to-date revenue and expenditures for fiscal year 2021 crosswalk the amounts to the DFA 4th Quarter Financial Report;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein referenced 4th Quarter Financial Report be approved.

PASSED, ADOPTED AND APPROVED this 19th day of July, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

City of Hobbs
Cash Balance by Fund
06/30/2021

		Ending Cash 06/30/2020	June - July FY2020 Revenues	Actual Cash TRANSFERS	June - July FY2020 Expenditures	FY20 Balance Sheet Adjustments	Ending Cash 06/30/2021
GOVERNMENTAL FUNDS							
11000	001 GENERAL	91,426,513.57	56,585,436.41	(5,503,518.17)	62,844,815.19	(28,966.70)	79,692,583.32
29900	002 LAND ACQUISITION	349,146.16	183,577.47		162,718.58	-	370,005.05
		91,775,659.73	56,769,013.88	(5,503,518.17)	63,007,533.77	(28,966.70)	80,062,588.37
SPECIAL REVENUES							
20100	110 LOCAL GOV CORR	856,783.06	242,256.39		89,491.11	-	1,009,548.34
21100	120 POLICE PROTECTION	63,885.81	80,400.00		105,212.19	-	39,073.62
29900	130 P D N (parif, drug, narcotics)	1,918.75				-	1,918.75
29900	150 COPS GRANT	1,000.00	21,537.89	317,120.60	338,658.49	-	1,000.00
21700	160 HWLC	585,453.07	979,948.87	1,811,178.84	3,375,580.73	0.05	1,000.00
21900	170 OLDER AMERICAN	1,000.00	194,541.10	743,814.80	938,355.90	-	1,000.00
51800	180 GOLF	1,000.00	972,575.87	1,919,839.85	2,892,355.92	59.80	1,000.00
50600	190 CEMETERY	14,477.08	228,564.29	361,101.97	603,143.34	-	1,000.00
50400	200 AIRPORT	273,054.13	86,117.84		53,336.00	-	305,835.97
30300	210 LEGISLATIVE APPROP	-	-	-	-	-	-
21800	220 INTERGOVERNMENTAL GRANTS	-	1,587,094.00		1,587,094.00	-	-
21400	230 LODGERS' TAX	1,826,158.69	712,151.85	(677,752.34)	676,410.16	-	1,184,148.04
29900	270 PUBLIC TRANSPORTATION	32,975.73	916,156.01	28,214.45	907,043.98	-	70,302.21
20900	280 FIRE PROTECTION	604,904.69	583,650.25		275,461.32	-	913,093.62
20600	290 EMER MEDICAL SERV	202.82	20,000.00		19,620.09	-	582.73
30200	370 COMM DEVE CONST	186,193.20				-	186,193.20
		4,449,007.03	6,624,994.36	4,503,518.17	11,861,763.23	59.85	3,715,696.48
CAPITAL PROJECTS FUNDS							
39900	460 BEAUTIFICATION IMPROVEMENI	1,538,849.89				-	1,538,849.89
21600	480 STREET IMPROVEMENTS	3,414,077.71	972,854.80		394,975.92	-	3,991,956.59
39900	490 CITY COMM. IMPROVEMENTS	5,622,342.68	2,189,080.32	(101,256.38)	50,466.74	-	7,659,699.88
		10,575,270.28	3,161,935.12	(101,256.38)	445,442.66	-	13,190,506.36
DEBT SERVICE FUNDS							
40400	510 UTILITY BOND	0.00		329,793.77	329,793.77	-	0.00
40400	530 2005 WASTEWATER BOND ISSU	1,989,842.96		2,442,796.68	2,442,796.68	-	1,989,842.96
		1,989,842.96		2,772,590.45	2,772,590.45	-	1,989,842.96
TOTAL GOVERNMENTAL FUNDS		108,789,780.00	66,555,943.36	1,671,334.07	78,087,330.11	(28,906.85)	98,958,634.17
ENTERPRISE FUNDS							
50200	100 SOLID WASTE	2,484,591.03	7,386,333.29		7,186,217.52	-	2,684,706.80
39900	440 JOINT UTILITY EXTENSIONS CAPI	1,000.00	44,941.78	101,256.38	146,198.16	-	1,000.00
50100	600 JOINT UTILITY	1,000.00		5,036,058.80	5,036,058.80	-	1,000.00
50100	610 JOINT UTILITY CONST	1,000.00		1,783,921.42	1,783,921.42	-	1,000.00
50300	620 WASTE WATER PLANT CONST	7,957,145.56	59,177.51		243,244.68	-	7,773,078.39
50300	630 JOINT UTILITY - WASTEWATER	1,000.00		3,523,414.44	3,523,414.44	-	1,000.00
50300	650 JOINT UTILITY INCOME - WASTE	5,840,103.73	7,560,429.52	(5,966,211.12)	25,232.01	-	7,409,090.12
50100	660 JOINT UTILITY INCOME	4,898,581.14	8,414,218.98	(7,164,091.02)		183.01	6,148,526.09
50100	680 METER DEPOSIT RES	1,118,043.91	401,181.81		372,334.17	-	1,146,891.55
TOTAL ENTERPRISE FUNDS		22,302,465.37	23,866,282.89	(2,685,651.10)	18,316,621.20	183.01	25,166,292.95
INTERNAL SERVICE FUNDS							
69900	640 MEDICAL INSURANCE	3,793,491.45	7,644,468.23	(464,210.75)	6,308,907.40	-	4,664,841.53
69900	670 WORKERS COMP TRUST	1,142,028.21	616,625.62		608,416.62	-	1,150,237.21
69900	690 INTERNAL SUPPLY	43,966.87	226,600.30	14,317.03	219,744.73	-	65,139.47
69900	740 INSURANCE - RISK	1,876,630.31	1,310,171.99	1,000,000.00	1,290,344.55	-	2,896,457.75
TOTAL INTERNAL SERVICE FUNDS		6,856,116.84	9,797,866.14	550,106.28	8,427,413.30	-	8,776,675.96
TRUST AND AGENCY FUNDS							
79900	700 MOTOR VEHICLE	17,511.25	4,506,806.47		4,493,459.25	1,330.05	29,528.42
79900	710 MUNI JUDGE BOND FUND	105,852.84				(854.50)	106,707.34
79900	720 RETIREE HEALTH INSURANCE TRI	9,000,000.00	1,114,759.01	464,210.75	1,524,381.89	54,587.87	9,000,000.00
79900	730 CRIME LAB FUND	73,717.55	84,067.50		82,000.50	-	75,784.55
79900	750 FORECLOSURE TRUST FUND	71.88				-	71.88
79900	770 LIBRARY TRUST	6,019.48	931.60		966.93	-	5,984.15
79900	780 SENIOR CITIZEN TRUST	3,319.94				-	3,319.94
79900	790 PRAIRIE HAVEN MEM	5,826.98	6.24			-	5,833.22
79900	800 COMMUNITY PARK TRUST	1,558.61	1.67			-	1,560.28
79900	820 EVIDENCE TRUST FUND	220,886.46	41,741.18			-	262,627.64
79900	830 HOBBS BEAUTIFUL	19,971.41	2,519.91		5,430.99	-	17,060.33
79900	860 CITY AGENCY TRUST	2,512.43	431.19		822.06	-	2,121.56
TOTAL TRUST AND AGENCY FUNDS		9,457,248.83	5,751,264.77	464,210.75	6,107,061.62	55,063.42	9,510,599.31
GRAND TOTAL ALL FUNDS		147,405,611.04	105,971,357.16	(0.00)	110,938,426.23	26,339.58	142,412,202.39

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

Report Recap - Fiscal Year 2020-2021 - Hobbs (City) - FY2021 Q4

Printed from LGBMS on 2021-07-08 11:59:53

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	91,426,514.00	0.00	56,585,436.41	-5,503,518.17	62,844,815.19	28,966.70	79,692,583.75	5,237,067.93	74,455,515.82
20100 Corrections	856,784.00	0.00	242,256.39	0.00	89,491.11	0.00	1,009,549.28	0.00	1,009,549.28
20600 Emergency Medical Services	203.00	0.00	20,000.00	0.00	19,620.09	0.00	582.91	0.00	582.91
20900 Fire Protection	604,905.00	0.00	583,650.25	0.00	275,461.32	0.00	913,093.93	0.00	913,093.93
21100 Law Enforcement Protection	63,886.00	0.00	80,400.00	0.00	105,212.19	0.00	39,073.81	0.00	39,073.81
21400 Lodgers' Tax	1,826,159.00	0.00	712,151.85	-677,752.34	676,410.16	0.00	1,184,148.35	0.00	1,184,148.35
21600 Municipal Street	3,414,078.00	0.00	972,854.80	0.00	394,975.92	0.00	3,991,956.88	0.00	3,991,956.88
21700 Recreation	585,454.00	0.00	979,948.87	1,811,178.84	3,375,580.73	-0.05	1,000.93	0.00	1,000.93
21800 Intergovernmental Grants	0.00	0.00	1,587,094.00	0.00	1,587,094.00	0.00	0.00	0.00	0.00
21900 Senior Citizens	1,000.00	0.00	194,541.10	743,814.80	938,355.90	0.00	1,000.00	0.00	1,000.00
29900 Other Special Revenue	385,041.00	0.00	1,121,271.37	345,335.05	1,408,421.05	0.00	443,226.37	0.00	443,226.37
30200 CDBG (HUD) Project	186,194.00	0.00	0.00	0.00	0.00	0.00	186,194.00	0.00	186,194.00
30300 State Legislative Appropriation Project	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
39900 Other Capital Projects	7,162,193.00	0.00	2,234,022.10	0.00	196,664.90	0.00	9,199,550.20	0.00	9,199,550.20
40400 NMFA Loan Debt Service	1,989,843.00	0.00	0.00	2,772,590.45	2,772,590.45	0.00	1,989,843.00	0.00	1,989,843.00
50100 Water Enterprise	6,018,626.00	0.00	8,815,400.79	-344,110.80	7,192,314.39	-183.01	7,297,418.59	0.00	7,297,418.59
50200 Solid Waste Enterprise	2,484,592.00	0.00	7,386,333.29	0.00	7,186,217.52	0.00	2,684,707.77	0.00	2,684,707.77
50300 Wastewater/Sewer Enterprise	13,798,250.00	0.00	7,619,607.03	-2,442,796.68	3,791,891.13	0.00	15,183,169.22	0.00	15,183,169.22
50400 Airport Enterprise	273,055.00	0.00	86,117.84	0.00	53,336.00	0.00	305,836.84	0.00	305,836.84

50600 Cemetery Enterprise	14,478.00	0.00	228,564.29	361,101.97	603,143.34	0.00	1,000.92	0.00	1,000.92
51800 Golf Course Enterprise	1,000.00	0.00	972,575.87	1,919,839.85	2,892,355.92	-59.80	1,000.00	0.00	1,000.00
69900 Other Internal Service	6,856,117.00	0.00	9,797,866.14	550,106.28	8,427,413.30	0.00	8,776,676.12	0.00	8,776,676.12
79900 Other Trust & Agency	9,457,249.00	0.00	5,751,264.77	464,210.75	6,107,061.62	-55,063.42	9,510,599.48	0.00	9,510,599.48
Totals	147,405,621.00	0.00	105,971,357.16	0.00	110,938,426.23	-26,339.58	142,412,212.35	5,237,067.93	137,175,144.42



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 19th, 2021

SUBJECT: Approving the 4th quarter fiscal year 2021 DFA Report for Lodgers' Tax.

DEPT. OF ORIGIN: Finance
DATE SUBMITTED: July 19th, 2021
SUBMITTED BY: Toby Spears, Finance Director

Summary:

The NM Department of Finance Administration recommends approving the City of Hobbs quarterly lodgers' tax process. The following attachment is for the 4th quarter 2021 DFA report.

Fiscal Impact:

Reviewed By: 
Finance Department

The June 30, 2021 Cash Balance for the Lodgers' Tax Fund is \$1,184,148.04


Total lodgers' tax revenue for the 4th quarter fiscal year 2021 was \$ 229,017.38 and total expenditures were \$199,724.39. Breakdown of the cash balances by category are as follows:

Profit, Non-profit, Public Entities (20%)	= \$451,427.64
Local Government (40%)	= \$732,720.40
Fire, EMS, Sanitation (15%)	= \$ 0.00
Airline Subsidy (25%)	= \$ 0.00

Attachments:

Resolution
06-30-2021 Financial Report


Legal Review:

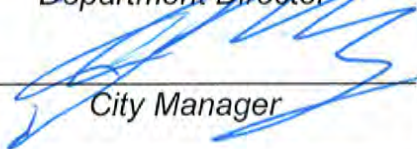
Approved As To Form: 
City Attorney

Recommendation:

To be determined by City Commission.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS
RESOLUTION NO. 7071

A RESOLUTION APPROVING THE FY2021
LODGERS' TAX DFA 4TH QUARTER FINANCIAL REPORT

WHEREAS, the State of New Mexico requires the 4th quarter Lodgers' Tax DFA Financial Report to be approved annually, they now recommend that all quarterly financial reports be approved.

WHEREAS, the ending cash balance for the period ended June 30, 2021 was \$1,184,148.04 for lodgers' tax funds; and

WHEREAS, the City of Hobbs actual quarter-to-date lodgers' tax revenue and expenditures for fiscal year 2021 crosswalk the amounts to the DFA 4th quarter financial report;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein referenced 4th quarter lodgers' tax financial report be approved.

PASSED, ADOPTED AND APPROVED this 19th day of July, 2021

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

INSTRUCTIONS

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

REPORTING ENTITY: City of Hobbs 5 (PERCENT IMPOSED) QUARTER ENDING: 6/30/2021
MONTH/YEAR

1. REVENUE SUMMARY:	QUARTERLY AMOUNT <small>(THIS REPORTING PERIOD)</small>	YEAR-TO-DATE (Y-T-D) AMOUNT <small>(SUM OF ALL QUARTERS)</small>	2. REVENUE ALLOCATION:	QUARTERLY AMOUNT <small>(THIS REPORTING PERIOD)</small>	YEAR-TO-DATE (Y-T-D) AMOUNT <small>(SUM OF ALL QUARTERS)</small>
LODGERS' TAX PROCEEDS	\$ 229,017	\$ 710,404	NON-PROMOTIONAL FUND	\$ 0	\$ 0
INVESTMENT INCOME	255	1,748	PROMOTIONAL FUND	\$ 229,272	712,152
LATE PENALTIES			ADMINISTRATIVE COST	\$ 0	\$ 0
CONVENTION CENTER					
FINANCING FEES					
HOSPITALITY FEE ACT					
FEES					
1. _____			(10% IS THE MAXIMUM OF GROSS TAX PROCEEDS,		
2. _____			i.e. 10% OF QUARTERLY AMOUNT FOR THIS REPORTING PERIOD)		
TOTAL REVENUE	\$ 229,272	\$ 712,152			

3. CASH BALANCES:

Carryover From Previous Fiscal Year: Non-Promotional	\$ 15,511
Carryover From Previous Fiscal Year: Promotional	1,810,648
(Note: 2 years maximum carryover before money must be spent).	
NON-PROMOTIONAL FUND	\$ 0
PROMOTIONAL FUND	\$ (642,011)
Grand Total (Non-Promo)	\$ _____
Grand Total (Promo)	\$ 1,184,148

4. TRANSFERS: IN

INTERGOVERNMENT, INTERFUND TRANSFERS - IN	
(e.g. JPAs, GRANTS TRANSFERRED TO LODGERS' TAX FUND)	
1. _____	\$ _____
2. _____	\$ _____
	\$ 0

TRANSFERS:OUT

NON-PROMOTIONAL FUND	
INTERFUND TRANSFERS - (OUT)	
(e.g. FROM NON-PROMOTIONAL TO VENDOR OR PROMOTIONAL)	
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
	\$ 0
INTERGOVERNMENTAL TRANSFERS - (OUT)	
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
	\$ 0

PROMOTIONAL FUND	
INTERFUND TRANSFERS - (OUT)	
(e.g. FROM PROMOTIONAL TO VENDOR OR NON-PROMOTIONAL)	
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
	\$ 0
INTERGOVERNMENTAL TRANSFERS - (OUT)	
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____
	\$ 0

**CITY OF HOBBS
EVENT SUMMARIES
6/30/2021**

**TOTAL
AMOUNT**

21-1	ROCKWIND COMMUNITY LINKS - 2020	4/11/2019	5,000.00
21-2	C.O.R.E - 2020 - MARKETING	4/11/2019	60,347.68
21-3	C.O.R.E - 2020 - OPERATING	4/11/2019	500,000.00
20-27	CITY OF HOBBS - MARKETING/BRANDING CAMPAIGN	3/2/2020	5,844.00
	CITY OF HOBBS POLICE, FIRE, SANITATION	4/11/2019	106,560.66
20-23	EDC - 2020 AIRLINE SUBSIDY (Marketing)	4/11/2019	<u>676,410.16</u>
	TOTAL		<u><u>1,354,162.50</u></u>

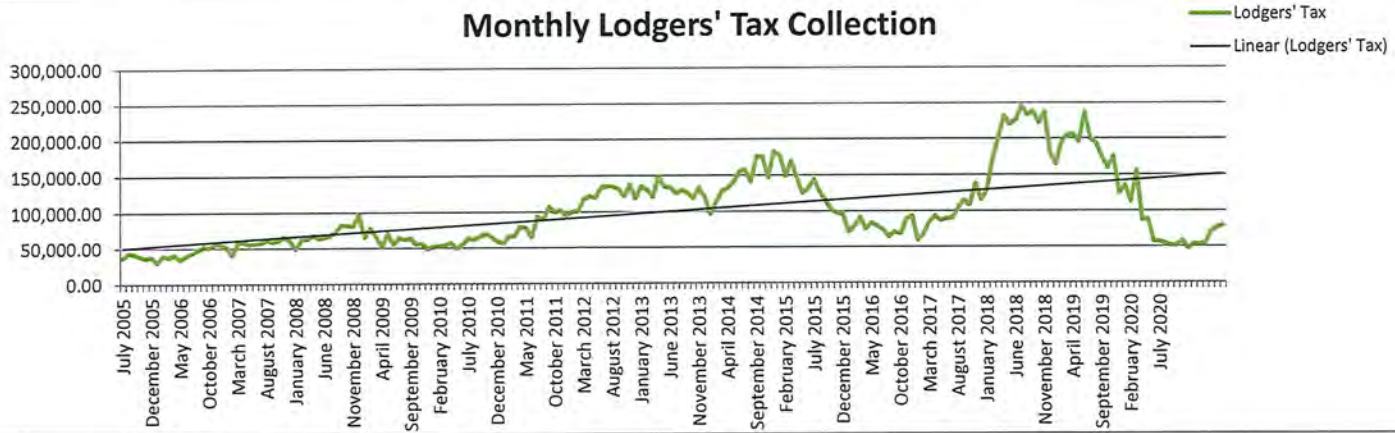
6/30/21

CITY OF HOBBS LODGERS' TAX PROGRAM
EXPENDITURE REPORT FOR THE 4TH QUARTER OF 2020 - 2021

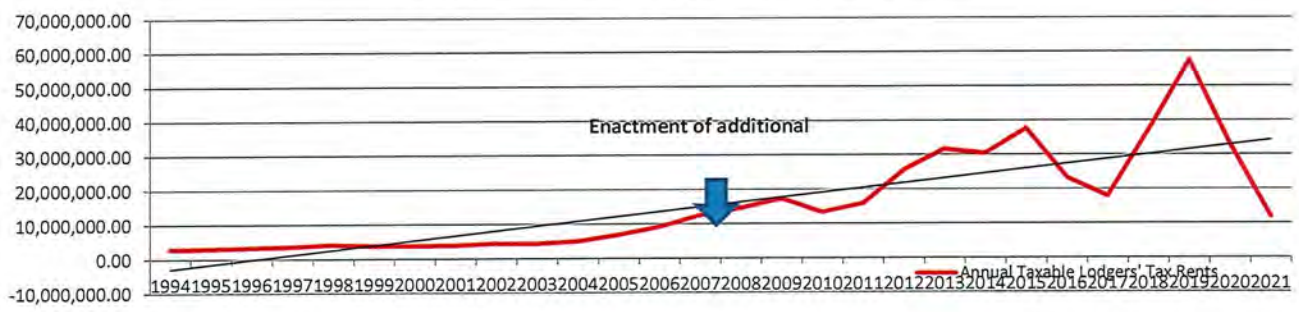
		PROMO	NON PROMO	TOTAL
CASH BAL.	6/30/20	1,810,647.23	15,511.46	1,826,158.69
FIRST QUARTER INCOME		163,504.67		163,504.67
FIRST QUARTER INTEREST		918.36		918.36
	TOTAL REVENUE	<u>164,423.03</u>	0.00	<u>164,423.03</u>
FIRST QUARTER EXPENSES		<u>228,288.04</u>		<u>228,288.04</u>
CASH BAL.	9/30/20	1,746,782.22	15,511.46	1,762,293.68
SECOND QUARTER INCOME		156,999.39		156,999.39
SECOND QUARTER INTEREST		310.20		310.20
	TOTAL REVENUE	<u>157,309.59</u>	0.00	<u>157,309.59</u>
SECOND QUARTER EXPENSES		<u>479,384.38</u>		<u>479,384.38</u>
CASH BAL.	12/31/20	1,424,707.43	15,511.46	1,440,218.89
THIRD QUARTER INCOME		160,882.92		160,882.92
THIRD QUARTER INTEREST		264.17		264.17
	TOTAL REVENUE	<u>161,147.09</u>	0.00	<u>161,147.09</u>
THIRD QUARTER EXPENSES		<u>446,765.69</u>		<u>446,765.75</u>
CASH BAL.	3/31/21	1,139,088.83	15,511.46	1,154,600.23
FOURTH QUARTER INCOME(FORCE EXTRA TO PROMO)		229,017.38		229,017.38
FOURTH QUARTER INTEREST		254.82		254.82
	TOTAL REVENUE	<u>229,272.20</u>	0.00	<u>229,272.20</u>
FOURTH QUARTER EXPENSES**		<u>199,724.39</u>		<u>199,724.39</u>
CASH BAL.	6/30/21	1,168,636.64	15,511.46	1,184,148.04
YEAR TO DATE INCOME		710,404.36	0.00	710,404.36
YEAR TO DATE INTEREST		1,747.55	0.00	1,747.55
	TOTAL REVENUE	<u>712,151.91</u>	0.00	<u>712,151.91</u>
YEAR TO DATE EXPENSES		<u>1,354,162.50</u>	0.00	<u>1,354,162.50</u>
YEAR TO DATE CASH BALANCES		<u>1,168,636.64</u>	<u>15,511.46</u>	<u>1,184,148.04</u>

CITY OF HOBBS LODGERS' TAX PROGRAM						
6/30/2021						
		AWARD				
		PROJECT	DATE	AMOUNT	ACTUAL EXPENSE	ACTUAL OUTSTANDING GRANT CATEGORY
6/30/2021	CASH BALANCE					1,184,148.04
Proof of Cash:						
Beginning Cash Available for Profit, Non-Profit, and Public Entities (20%)						309,346.76
						NP
TOTAL REMAINING ALLOCATION FOR PROFIT, NON-PROFIT AND PUBLIC ENTITIES						428,549.81 0.00 0.00
Add:	20% Monthly Tax Revenue (starting April 1st, 2013)					142,080.87
Cash Available for Allocation						451,427.63
Beginning Cash Available for Local Government (City and County) (40%)						826,106.11
21-1	ROCKWIND COMMUNITY LINKS - 2021	7/6/2020	159,075.00	5,000.00		154,075.00
21-2	C.O.R.E - 2021 - MARKETING	7/6/2020	103,862.50	60,347.68		43,514.82
21-3	C.O.R.E - 2021 - OPERATING	7/6/2020	500,000.00	500,000.00		0.00
20-27	CITY OF HOBBS - MARKETING/BRANDING CAMPAIGN	3/2/2020	250,000.00	5,844.00		244,156.00
TOTAL REMAINING ALLOCATION FOR LOCAL GOVERNMENT						1,012,937.50 571,191.68 441,745.82
Add:	40% Monthly Tax Revenue (starting April 1st, 2013)					284,161.74
Cash Available for Allocation						732,720.40
Beginning Cash Available for Fire, EMS, Sanitation (15%)						
TOTAL REMAINING ALLOCATION FOR CITY OF HOBBS POLICE AND FIRE						106,560.66 106,560.66 0.00
Add:	15% Monthly Tax Revenue (starting April 1st, 2013)					106,560.65 106,560.66
Cash Available for Allocation						-
Beginning Cash Available for Airline subsidy (25%)						0.00
20-23	EDC - 2020 AIRLINE SUBSIDY (Marketing)		500,000.00	499,999.92		0.08
20-24	EDC - 2020 AIRLINE SUBSIDY (Marketing) - DENVER PROMO	10/9/2019	99,160.00	99,160.00		0.00
21-4	EDC - 2021 AIRLINE SUBSIDY (Marketing)	7/6/2020	599,160.00	599,160.00		0.00
Add:	25% Monthly Tax Revenue (starting April 1st, 2013)					417,979.14
TOTAL REMAINING ALLOCATION FOR AIRLINE SUBSIDY						
Cash Available for Allocation						-

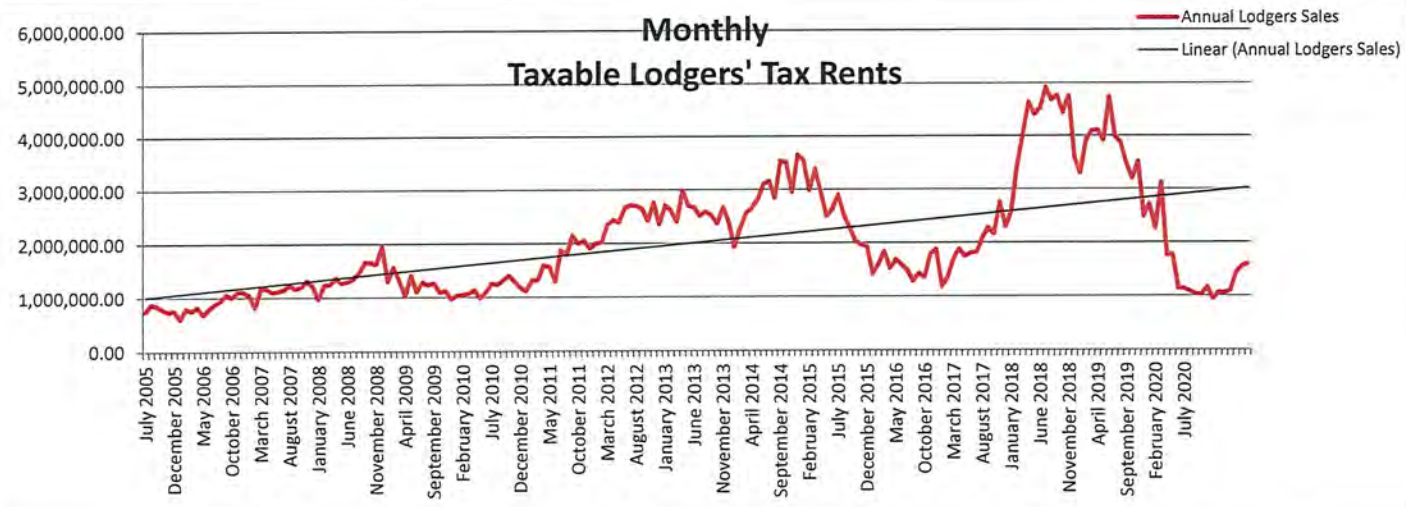
Monthly Lodgers' Tax Collection



Annual Taxable Lodgers' Tax Rents



Monthly Taxable Lodgers' Tax Rents





FINANCE DEPARTMENT

200 E. Broadway
Hobbs, NM 88240

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

July 9th, 2021

Jolene Gonzales, Special Projects Analyst
Department of Finance & Administration
Local Government Division
407 Galistero
Santa Fe, NM 87501

Re: 4th quarter lodgers' tax quarterly report

Enclosed is the following:

4th quarter lodgers' tax report for fiscal year 2021

Sincerely,

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

Toby Spears, CPA, CFE
Finance Director
CITY OF HOBBS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 7/19/21

SUBJECT: PARTICIPATION IN LOCAL GOVERNMENT CLEAN AND BEAUTIFUL FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TOURISM
DEPT. OF ORIGIN: Convention Visitors Bureau Department
DATE SUBMITTED: 07/01/2021
SUBMITTED BY: Tanya Sanchez, Community Service, Administrative Coordinator

Summary:

The New Mexico Department of Tourism approved the City of Hobbs grant application for the project for Community Clean Up, "Let's all Win, Toss it in the Bin! Keep Hobbs Clean." The Commissioners will do a community clean-up with volunteers from their district. We will also use the money for prevention on billboards around town and education with Larry the Litterbug. We have plans to join Keep America Beautiful and will use \$3,500.00 from the grant.

The City applied for a Clean and Beautiful grant from the New Mexico Department of Tourism for \$44,250.00 and has been awarded a total grant amount is \$15924.56 with cash or in-kind donations from the City of 25% or \$3981.14 for FY 2022. The grant agreement terminates on June 30th, 2022.

Fiscal Impact:

Reviewed By: 
Finance Department

Estimated Cost: \$19,905.70
Local Match: \$3981.14
State Match: \$15924.56

This project will need to be budgeted in the fiscal year 2022 and approved by DFA.

Attachments:

Resolution

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

To make a motion to approve the Resolution for the City to enter into a Cooperative Agreement with the New Mexico Tourism Department

Approved For Submittal By:


Department Director


City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 7072

AUTHORIZING A LITTER CONTROL AND BEAUTIFICATION GRANT
AGREEMENT WITH THE STATE OF NEW MEXICO TOURISM DEPARTMENT

WHEREAS, the City of Hobbs and the New Mexico Department of Tourism enter into a Cooperative Agreement; and

WHEREAS, the total cost of the project will be \$19,905.70 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Tourism share shall be \$15,924.56; and
- b. The City of Hobbs proportional matching share shall be 25%, either in monetary donations or In-Kind for which the total project cost is \$19,905.70.

WHEREAS, the City of Hobbs shall pay all costs, which exceed the total amount of \$19,905.70.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and is hereby authorized to execute a Litter Control and Beautification Grant Agreement with the New Mexico Department of Tourism, a copy of which is attached hereto.

PASSED, ADOPTED, AND APPROVED this 19th day of July, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**STATE OF NEW MEXICO
TOURISM DEPARTMENT
Litter Control and Beautification
“Clean & Beautiful” Grant Program Agreement**

THIS AGREEMENT, numbered **22-418-6002-00034-00**, is made and entered into by the State of New Mexico Tourism Department, hereinafter referred to as the “NMTD,” and **City of Hobbs**, hereinafter referred to as the “Partner” (collectively the “Parties”) and is effective as set forth below.

RECITALS

WHEREAS, the purpose of the New Mexico “Litter Control and Beautification Act,” NMSA 1978, § 67-16-1 et seq. (hereinafter “the Act”) is to control litter by authorizing NMTD to eliminate litter from the state to the maximum practical extent through a state-coordinated plan of education, control, prevention, and elimination; and

WHEREAS, the “Litter Control and Beautification Fund,” hereinafter “the Fund,” is appropriated to NMTD for the purpose of carrying out the provisions of the Act; and

WHEREAS, the Act provides that NMTD may contract with other state and local government agencies to carry out the provisions of the Act;

AGREEMENT

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Partner.

- A. Perform and complete the projects and programs, expending all related funds, as outlined in the Project Award Schedule, as approved by NMTD and attached hereto as *Exhibit A*.
- B. Acknowledge and comply with all Grant Program Guidelines, as approved by NMTD and attached hereto as *Exhibit B*.
- C. Complete and submit all required documentation for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B*.
- D. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner’s eligibility for future awards.

II. Obligations of NMTD.

- A. Provide award funds for all eligible expenses in accordance with the Act and according to *Exhibit A* and *Exhibit B*.

- B. Provide access to all forms required for submission for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B*.

III. Additional Terms & Conditions:

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- B. This Agreement shall become effective upon its execution by both Parties and shall terminate on **June 30, 2022**. Either party may terminate or seek to further negotiate this Agreement upon ninety (90) days written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.
- C. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto, with the exception of Exhibit A, which may be adjusted by authorization of the NMTD Tourism Development Division Director.
- D. Neither Party will be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond the non-performing Party's control and without such Party's fault or negligence, such as acts of God, pandemic-related public health orders, acts of civil or military authority, embargoes, epidemics, war, acts of terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockout. If any Force Majeure condition affects Partner's ability to perform its obligations, Partner shall give written notice to NMTD, and Partner will offer mutually agreeable amendments to Exhibit A. Until such time as this Agreement is amended, NMTD will withhold payment of award funds as set forth in Exhibit A.
- E. Partner shall obtain prior approval from NMTD for any and all use of the KNMT Brand. NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.
- F. Partner shall ensure that any activities carried out in accordance with this Agreement conform to all current Public Health Orders and corresponding COVID-Safe Practices.
- G. The Parties shall not be jointly liable. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.

- H. This Agreement is governed by the laws of the State of New Mexico.
- I. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.
- J. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service, by electronic mail or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD: New Mexico Tourism Department
 Lucy Stanus, Clean & Beautiful Program Coordinator
 491 Old Santa Fe Trail | Santa Fe, NM 87501
 505-660-4734 | lucy.stanus@state.nm.us

To Partner: City of Hobbs
 Manny Gomez
 200 E. Broadway | Hobbs, NM 88240
 575-397-9200 | mgomez@hobbsnm.org
 Program Manager: Tanya Sanchez
 Phone: 575-391-4178
 Email: tsanchez@hobbsnm.org

- K. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Cabinet Secretary listed below.

By: _____

Date: _____

Print Name: _____

For PARTNER (City of Hobbs)

By: _____

Date: _____

Isabel B. Lopez, NMTD Chief Financial Officer

Approved for legal sufficiency:

By: _____

Date: _____

Allison P. Martinez, NMTD General Counsel

By: _____

Date: _____

Jen Paul Schroer, NMTD Cabinet Secretary

The records of the Taxation and Revenue Department reflect that the Partner is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 01-404589-00-3

By: _____

Date: _____

Taxation and Revenue Department

EXHIBIT B

NEW MEXICO TOURISM DEPARTMENT CLEAN AND BEAUTIFUL GRANT PROGRAM FY22 GUIDELINES

GRANT PURPOSE

The purpose of the New Mexico “Litter Control and Beautification Act,” NMSA 1978, § 67-16-1 et seq., is to accomplish litter control by vesting in the Department the authority to eliminate litter from the state to the maximum practical extent. The department shall aid in establishing a statewide Keep America Beautiful program through the New Mexico Clean and Beautiful grant program to end littering, improve recycling, and beautify New Mexico communities.

ELIGIBILITY

All New Mexico municipalities, counties, and Tribal Governments in good standing with New Mexico Taxation and Revenue Department are eligible for funding (correct CRS numbers are required within the application process). Entities need not be Keep America Beautiful affiliates to apply.

ELIGIBLE EXPENDITURES

Projects and initiatives that contribute to the following goals and objectives, as identified through Keep America Beautiful and the Litter Control and Beautification Act, may be eligible for funding:

Goal #1 - End Littering

- Objective 1.1 – Prevent littering.
- Objective 1.2 – Provide access to proper waste disposal.
- Objective 1.3 – Remove litter.

Goal #2 – Reduce Waste

- Objective 2.1 – Reuse.
- Objective 2.2 – Repair.
- Objective 2.3 – Repurpose.
- Objective 2.4 – Improve composting and sustainable food management.
- Objective 2.5 – Improve recycling and sustainable materials management.

Goal #3 - Beautify Communities

- Objective 3.1 – Improve green spaces through sustainable park design.
- Objective 3.2 – Maximize sustainable landscaping throughout communities.
- Objective 3.3 – Prevent graffiti.
- Objective 3.4 – Eradicate graffiti.

Goal #4 – Empower Youth

- Objective 4.1 – Educate students.
- Objective 4.2 – Provide service opportunities for youth groups.
- Objective 4.3 – Employ youth interns.
- Objective 4.4 – Provide youth leadership opportunities.

- Youth initiatives must directly contribute to at least one of the above-mentioned goals
- Applicants may either hire a youth group as a subcontractor, or hire individual youths
- For individual youth interns:
 - a) Individuals must be between 14 to 25 years of age
 - b) Salary range = at least local minimum wage
 - c) Youth Employment Verification forms are required for each youth employed

Goal #5 – Increase Program Capacity

- Objective 5.1 – Recruit and engage volunteers.
- Objective 5.2 – Build coalitions through professional affiliations.
- Objective 5.3 – Increase knowledge through professional development.

EXHIBIT B

- Activities must directly contribute to at least one of the above-mentioned goals

MATCHING REQUIREMENTS

This grant requires a 25% match. The following sections may be used to determine the costs and calculate totals for In-Kind & Monetary Donations, which must be reported in the End-of-Year Report.

Donated Goods or Services:

Entities may receive non-monetary contributions of goods or services, often referred to as “in-kind donations” from businesses, groups and individuals. Examples include private waste hauler services, “pro-bono” accounting services, food/drinks, donated advertising space, or office space in a non-government building. The dollar value of any donated goods or services is equal to the market price of the goods or services contributed. Whenever possible, submit the dollar-value in writing.

How to Calculate Government Costs:

Government employee time and services for which they receive government salary, overtime or compensatory time are considered a cost. If a government employee is working on a project on their own time, as a volunteer or board member, calculate their time as a volunteer hour. Government in-kind goods include hauling by sanitation vehicles, printing, and the use of consumable supplies. To calculate the value of in-kind government agency costs, estimate the market value of the goods or services provided to your affiliate and add to that the dollar-value for each hour of work given by government employees.

Volunteer Hours:

All volunteer hours should be documented on a Volunteer Sign-In Sheet. Each volunteer hour should be assigned the applicable state value provided by Independent Sector unless a professional provides a specific value for professional services. Current value for volunteer hours is available at https://www.independentsector.org/volunteer_time.

GRANT AGREEMENT

The grant award will be officially executed upon receipt by NMTD of the signed grant agreement. Agreements will include two accompanying exhibits: Project Award Schedule (*Exhibit A*) and these Grant Program Guidelines (*Exhibit B*).

INITIAL DISBURSEMENT OF FUNDS

For FY22 grant awards, Partners will be eligible to receive 50% of the total award amount following the execution of the grant agreement and submission of the Initial Disbursement Invoice. This form is available for download at the NM Clean & Beautiful Grant Resources webpage.

REIMBURSEMENT REQUIREMENTS

In order to receive reimbursement for the remaining 50% of the total award amount, Partners must submit the Final Reimbursement Request Packet at project end.

Final Reimbursement Request Packet should include, submitted no later than June 15, 2022:

- Final Reimbursement Invoice
- Total Project Expense Worksheet with back-up documentation*
- Youth Employment Verification forms, if applicable
- Event and trainings registration confirmations, and KAB Affiliate dues receipt, if applicable

Final Reimbursement Request Packet should include, submitted no later than July 5, 2022:

- End-of-Year Report
- Volunteer Sign-in Sheet, if applicable

*Eligible back-up documentation includes:

EXHIBIT B

1. Invoices *or* receipts

AND

2. Cleared checks, warrants, bank statements *or* an attestation by Partner's CFO or equivalent financial authority

SUBMISSION REQUIREMENTS

- All required forms are available for download at the NM Clean & Beautiful Grant Resources webpage at: <https://nmtourism.smapply.io/res/p/nmcbresources/>
- Submission of all required forms and back-up documentation must be submitted via upload to the Survey Monkey Apply portal located at: <https://nmtourism.smapply.io/> or by email to lucy.stanus@state.nm.us

PROGRAM ASSISTANCE

Clean & Beautiful Grant Program Coordinator (Lucy Stanus) will establish communication schedules and provide technical assistance for all awardees. She can be reached by email at lucy.stanus@state.nm.us or by phone at 505-660-4734.

EXHIBIT A
PROJECT AWARD SCHEDULE
CITY OF HOBBS

	<u>Goal 1</u>	<u>Goal 2</u>	<u>Goal 3</u>	<u>Goal 4</u>	<u>Goal 5</u>
End Littering					
1.1 Prevention Billboard	\$4,560.00				
1.3 Clean-up Activities	\$3,266.07				
Reduce Waste					
Beautify Communities					
3.2 Landscaping			\$1,440.00		
Empower Youth					
4.1 Larry the Litterbug				\$3,158.49	
Increase Program Capacity					
5.2 KAB Dues					\$3,500.00
Subtotals	\$7,826.07	\$0.00	\$1,440.00	\$3,158.49	\$3,500.00
Total Award	\$15,924.56				

<i>Lancing Adams</i>	6/29/21
Approved by: NMTD Tourism Development Division Director	Date



ACTION ITEMS



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 19, 2021

SUBJECT: Resolution adopting the Fiscal Year 2021-2022 Final Budget
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: July 12, 2021
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

- The Preliminary FY 2021-2022 budget for the City of Hobbs was approved on May 17, 2021.
- Presented here is the Final Budget which incorporates into that preliminary budget, the ending cash balance as of June 30, 2021 as the Beginning Balance of the FY22 Budget.
- This budget also incorporates carryovers (items budgeted in the 2020-2021 fiscal year that were not completed) as well as new requests.
- Adjustments to transfers have been made to meet State of New Mexico fund balance requirements, while maximizing the cash balance in the General Fund.

Fiscal Impact:

Reviewed By: _____

Finance Department

- Approval of this Final Budget by the City Commission and the Department of Finance & Administration will govern spending in accordance with the budget document as adjusted for the fiscal year beginning July 1, 2021.

Attachments:

- Budgeted Cash Balances
- Schedule of Budgeted Carryovers and New Requests
- Resolution approving Budget Adjustment for the fiscal year 2021-2022

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:

[Signature]

Department Director

[Signature]

City Manager

CITY CLERK=S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

File No. _____

Denied

CITY OF HOBBS
RESOLUTION NO. 7073

BUDGETARY ADJUSTMENT
FISCAL YEAR 2021-2022

WHEREAS, the City Commission of the City of Hobbs, New Mexico, has found it necessary to amend certain items within the fiscal year budget in order to provide for additional revenues, expenditures, and transfers not contemplated at the time of the preparation of the 2021-2022 preliminary budget.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the items of the 2021-2022 fiscal budget be amended.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY of the City of Hobbs, New Mexico, that the budgetary adjustments be subject to the approval of the Director of Public Finance of the State of New Mexico and that a copy of this Resolution be forwarded to his office in Santa Fe, New Mexico, for approval.

PASSED, ADOPTED AND APPROVED this 19st day of July, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**City of Hobbs Final Budget
FY22 Fund Summary**

Fund	Fund Description	Beginning Cash 06/30/2021	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash
001	GENERAL	79,692,583.32	57,103,671.86	(4,966,746.39)	88,939,364.78	42,890,144.01
002	LAND ACQUISITION	370,005.05	100,000.00	-	100,000.00	370,005.05
General Fund Subtotal		80,062,588.37	57,203,671.86	(4,966,746.39)	89,039,364.78	43,260,149.06
110	LOCAL GOV CORR	1,009,548.34	225,750.00	-	563,615.69	671,682.65
120	POLICE PROTECTION	39,073.62	79,200.00	-	118,273.62	-
130	P D N (parif, drug, narcotics)	1,918.75	-	-	-	1,918.75
150	COPS GRANT	1,000.00	128,462.11	456,013.99	417,655.68	167,820.42
160	RECREATION (CORE)	1,000.00	1,742,270.00	3,816,877.70	5,402,082.98	158,064.72
170	OLDER AMERICAN	1,000.00	197,920.00	974,847.85	1,172,767.85	1,000.00
180	GOLF	1,000.00	727,600.00	4,202,630.35	4,930,230.35	1,000.00
190	CEMETERY	1,000.00	182,900.00	516,332.50	699,232.50	1,000.00
200	AIRPORT	305,835.97	35,300.00	-	57,500.00	283,635.97
210	Legislative Appropriations	-	3,303,000.00	-	3,303,000.00	-
220	Intergovernmental Grants	-	4,835,515.50	-	4,835,515.50	-
230	LODGERS' TAX	1,184,148.04	602,000.00	(999,956.00)	602,000.00	184,192.04
270	PUBLIC TRANSPORTATION	70,302.21	1,385,703.68	-	1,420,059.05	35,946.84
280	FIRE PROTECTION	913,093.62	500,825.00	-	461,676.65	952,241.97
290	EMER MEDICAL SERV	582.73	31,225.00	-	31,807.73	-
Special Revenue Subtotals		3,529,503.28	13,977,671.29	8,966,746.39	24,015,417.60	2,458,503.36
370	COMM DEVE CONST	186,193.20	-	-	150,000.00	36,193.20
460	BEAUTIFICATION IMPROVEMENT	1,538,849.89	-	(1,000,000.00)	-	538,849.89
480	STREET IMPROVEMENTS	3,991,956.59	1,452,139.00	-	1,978,148.39	3,465,947.20
490	CITY COMM. IMPROVEMENTS	7,659,699.88	2,111,238.00	(7,011,893.67)	61,238.00	2,697,806.21
Capital Project Subtotals		13,376,699.56	3,563,377.00	(8,011,893.67)	2,189,386.39	6,738,796.50
510	UTILITY BOND	-	-	307,004.90	307,004.90	-
530	WASTEWATER BOND	1,989,842.96	-	3,199,019.12	2,735,633.54	2,453,228.54
Debt Service Subtotals		1,989,842.96	-	3,506,024.02	3,042,638.44	2,453,228.54
100	SOLID WASTE	2,684,706.80	7,440,000.00	-	7,468,000.00	2,656,706.80
440	JOINT UTILITY EXTENSIONS CAPITAL	1,000.00	885,736.20	4,011,893.67	4,897,629.87	1,000.00
600	JOINT UTILITY	1,000.00	-	6,860,184.02	6,860,184.02	1,000.00
610	JOINT UTILITY CONST	1,000.00	-	3,521,050.72	3,521,050.72	1,000.00
620	WASTE WATER PLANT CONST	7,773,078.39	86,202.65	4,707,707.55	12,565,988.59	1,000.00
630	JOINT UTILITY - WASTEWATER	1,000.00	-	4,481,031.13	4,481,031.13	1,000.00
650	JOINT UTILITY INCOME - WASTEWA	7,409,090.12	8,191,619.00	(12,387,757.80)	30,619.00	3,182,332.32
660	JOINT UTILITY INCOME	6,148,526.09	8,725,500.00	(10,688,239.64)	-	4,185,786.45
680	METER DEPOSIT RES	1,146,891.55	375,000.00	-	375,000.00	1,146,891.55
690	INTERNAL SUPPLY	65,139.47	225,000.00	-	225,000.00	65,139.47
Utility Subtotals		25,231,432.42	25,929,057.85	505,869.65	40,424,503.33	11,241,856.59
640	MEDICAL INSURANCE	4,664,841.53	6,557,192.16	-	6,527,192.16	4,694,841.53
670	WORKERS COMP TRUST	1,150,237.21	605,864.34	-	605,864.34	1,150,237.21
740	INSURANCE - RISK	2,896,457.75	1,377,669.00	-	1,377,669.00	2,896,457.75
Internal Service Subtotal		8,711,536.49	8,540,725.50	-	8,510,725.50	8,741,536.49
700	MOTOR VEHICLE	29,528.42	4,000,000.00	-	4,000,000.00	29,528.42
710	MUNI JUDGE BOND FUND	106,707.34	-	-	-	106,707.34
720	RETIREE HEALTH INSURANCE TRUST	9,000,000.00	1,288,970.22	-	1,288,970.22	9,000,000.00
730	CRIME LAB FUND	75,784.55	87,500.00	-	87,500.00	75,784.55
750	FORECLOSURE TRUST FUND	71.88	-	-	-	71.88
760	RECREATION TRUST	-	-	-	-	-
770	LIBRARY TRUST	5,984.15	1,500.00	-	1,500.00	5,984.15
780	SENIOR CITIZEN TRUST	3,319.94	3,000.00	-	3,000.00	3,319.94
790	PRAIRIE HAVEN MEM	5,833.22	50.00	-	-	5,883.22
800	COMMUNITY PARK TRUST	1,560.28	-	-	-	1,560.28
820	EVIDENCE TRUST FUND	262,627.64	5,000.00	-	-	267,627.64
830	HOBBS BEAUTIFUL	17,060.33	18,424.56	-	19,924.56	15,560.33
860	CITY AGENCY TRUST	2,121.56	1,000.00	-	1,000.00	2,121.56
Trust & Agency Subtotals		9,510,599.31	5,405,444.78	-	5,401,894.78	9,514,149.31
Grand Total All Funds		142,412,202.39	114,619,948.28	-	172,623,930.82	84,408,219.85
			10,206,071.82		47,592,118.30	

48%

FY22 Final Budget Expense

Expense												
Fund	Org	Obj	Proj	Dept Description	Description	FY22 Prelim Budget	FY21 Encumbrance	FY21 Available Budget	FY22 Carryover Amount	FY22 New Money	FY22 Final Budget Addition	Comments
001	010100	42541		CITY COMMISSION	SPECIAL PROJECTS	224,000.00				49,000.00	49,000.00	Increase to social service agencies budget to match amount awarded by committee
001	010100	42601		CITY COMMISSION	PROFESSIONAL SERVICES	1,649,957.00				145,000.00	145,000.00	To fund cost of HB6 Analysis contract (\$60,000); Additional budget for increase on EDC contract (\$25,000 pending commission approval); for payment of a 2020 contract in arrears (\$60,000)
001	010100	42602		CITY COMMISSION	DRUG ALLIANCE	155,000.00				(28,000.00)	(28,000.00)	Decrease to social service agency budget to match amount awarded by committee
001	010100	44901	00054	CITY COMMISSION	PUBLIC ARTS INITIATIVE	-	-	188,472.00	188,472.00		188,472.00	Carryover
001	010100	44901	00162	CITY COMMISSION	MKT RATE INCENTIVE(MF HOUSING)	-	-	100,000.00		25,000.00	125,000.00	Carryover \$100,000; increase for development agreement \$25,000 (transferred from SF housing)
001	010100	44901	00169	CITY COMMISSION	AFFORDABLE HOUSING	-	180,008.00	1,425,000.00	1,605,008.00		1,605,008.00	Carryover
001	010100	44901	00170	CITY COMMISSION	HOUSING INCENTIVE (SF HOUSING)	1,200,000.00	766,635.00	20,521.00	787,156.00	(25,000.00)	762,156.00	Carryover - less \$25,000 transferred to MF housing
001	010100	44901	00281	CITY COMMISSION	MEMORIAL FOR VETERANS	-	1,474,861.61	203,876.82	1,678,738.43		1,678,738.43	Carryover
001	010100	44901	00291	CITY COMMISSION	HOBBS BRANDING PROJECT	-	-	244,156.00			244,156.00	Carryover
001	010100	44901	00292	CITY COMMISSION	HMS CTE (VOCATIONAL SCHOOL)	-	5,000,000.00	-	5,000,000.00		5,000,000.00	Carryover
001	010100	44901	00324	CITY COMMISSION	HOSPITAL DEVELOPMENT PROJECT	-	-	-		5,000,000.00	5,000,000.00	Development Agreement for new Hospital
001	010125	44901	00290	PLANNING	GATEWAY - WAYFINDING SIGNS	-	-	40,000.00	40,000.00		40,000.00	Carryover
001	010140	42601		FINANCE/PURCHASIN	PROFESSIONAL SERVICES	30,000.00				213,389.92	213,389.92	Carryover of Prof Service for various software training (code/central property training) and implementation (ESS/VSS) projects.
001	010145	42601		INFORMATION TECHN	PROFESSIONAL SERVICES	25,000.00				50,808.00	50,808.00	Operating Carryover (CM Approved)
001	010145	42706		INFORMATION TECHN	EQUIPMENT UNDER 5000.00	59,000.00				115,667.29	115,667.29	Operating Carryover (CM Approved) PO 22103737, 22104188, 22104212
001	010145	43001		INFORMATION TECHN	COMPUTER/COMP EQUIPMENT OVER	298,200.00	37,849.93	22,357.73	60,207.66		60,207.66	Carryover
001	010145	43801		INFORMATION TECHN	COPIERS	-	-	8,865.00			8,865.00	Carryover
001	010160	44901	00146	MUNICIPAL COURT	COURT SOFTWARE	-	-	8,509.90	8,509.90		8,509.90	Carryover
001	010201	42305	00305	POLICE ADMINISTRAT	SUPPLIES-MEDICAL - VIRUS GRANT	-			38,353.29		38,353.29	Carryover expense for 2020 JAG Coronavirus Grant (must be spent by 01/31/22)
001	010201	42316		POLICE ADMINISTRAT	FIREARMS, AMMUNITION, TARGETS	75,000.00			1,400.00		1,400.00	Carryover remaining budget for additional training (CM Approved)
001	010201	42403		POLICE ADMINISTRAT	MACHINE REPAIR AND MAINTENANCE	15,000.00			15,000.00		15,000.00	Carryover remaining budget to repair all three gate motors at HPD (CM Approved)
001	010201	43006		POLICE ADMINISTRAT	EQUIPMENT OVER 5000	-	-	30,694.15			30,694.15	Carryover
001	010201	44901	00209	POLICE ADMINISTRAT	EVIDENTIARY VEH STORAGE/PROCES	-	40,110.57	55,700.31	95,810.88		95,810.88	Carryover
001	010202	42365		POLICE PATROL	K-9 UNIT	25,000.00			3,900.00		3,900.00	Carryover for additional training needed due to new law (CM Approved)
001	010202	42632		POLICE PATROL	JUSTICE ASSISTANCE GRANT	-			10,383.00		10,383.00	Carryover expense for 2020 JAG Grant (must be spent by 09/30/21)
001	010202	42634	00129	POLICE PATROL	EAGLE EYES EXPENDITURES	-	-	-	9,032.41		9,032.41	Carryover project budget for Eagle Eyes program
001	010202	43003		POLICE PATROL	VEHICLE REPLACEMENT	-	526,509.97	40,434.02	566,943.99		566,943.99	Carryover

FY22 Final Budget Expense

Expense												
Fund	Org	Obj	Proj	Dept Description	Description	FY22 Prelims Budget	FY21 Encumbrance	FY21 Available Budget	FY22 Carryover Amount	FY22 New Money	FY22 Final Budget Addition	Comments
001	010202	43006		POLICE PATROL	EQUIPMENT OVER 5000	119,000.00	-	19,743.29	19,743.29		19,743.29	Carryover
001	010203	43001		POLICE CRIMINAL INV	COMPUTER/COMP EQUIPMENT OVER	-	-	18,075.00	18,075.00		18,075.00	Carryover
001	010203	43006		POLICE CRIMINAL INV	EQUIPMENT OVER 5000	13,000.00	-	29,859.99	29,859.99		29,859.99	Carryover
001	010205	42601		POLICE COMMUNICA	PROFESSIONAL SERVICES	1,705,000.00				22,844.29	22,844.29	Increase to bring budget to LCCA's final projection of cost for FY22
001	010206	43004		POLICE DETENTION-JA	VEHICLE - NEW	-	62,944.16	7,055.84	70,000.00		70,000.00	Carryover
001	010207	44901	00113	POLICE SURVEILLANC	EAGLE IC	15,000.00	-	5,877.12	5,877.12		5,877.12	Carryover
001	010207	44901	00247	POLICE SURVEILLANC	SECURITY EQUIPMENT PROJECT	100,000.00			112,088.82		112,088.82	Carryover from 010320-44901-00247 per agreement between Parks and HPD as HPD purchases this equipment
001	010207	44901	00257	POLICE SURVEILLANC	HPD INTERNET NETWORK	-	-	31,679.99	31,679.99		31,679.99	Carryover
001	010208	43006		PD COMMUNITY SVC	EQUIP OVER 5000.00	-	-	104,291.00	104,291.00		104,291.00	Carryover
001	010208	43013		PD COMMUNITY SVC	BUILDING IMPROVEMENTS	40,000.00	25,993.14	25.86	26,019.00		26,019.00	Carryover
001	010220	42305	00304	FIRE/AMBULANCE	SUPPLIES - MED - HHS STIMULUS PMN	-	-	-	2,182.93		2,182.93	Carryover expense for 2020 HFD Stimulus grant
001	010220	42411		FIRE/AMBULANCE	MAINT. OF UNIFORMS & EQUIP	80,000.00			71,712.10		71,712.10	Operating Carryover (CM Approved) - Bunker Gear
001	010220	43006		FIRE/AMBULANCE	EQUIPMENT OVER 5000	-	-	79,603.00	79,603.00		79,603.00	Carryover
001	010220	43013		FIRE/AMBULANCE	BUILDING IMPROVEMENTS	85,000.00	21,021.65	40,517.26	61,538.91		61,538.91	Carryover
001	010310	46325		LIBRARY	BOND ISSUE C FUNDS	42,289.85	-	42,289.85	42,289.85		42,289.85	Carryover
001	010320	42308		PARKS	AGRICULTURAL AND BOTANICAL	50,000.00			1,200.00		1,200.00	Operating Carryover (CM Approved) PO 22103641
001	010320	42354		PARKS	SUPPLIES - RIGHT OF WAY	25,000.00			822.69		822.69	Operating Carryover (CM Approved) PO 22101376
001	010320	42501		PARKS	BUILDING AND GROUNDS	60,000.00			642.61		642.61	Operating Carryover (CM Approved) PO 22102034
001	010320	42540		PARKS	PARK FACILITIES IMPROVEMENTS	127,500.00			840.00		840.00	Operating Carryover (CM Approved) PO 22103968
001	010320	43011		PARKS	LAND IMPROVEMENTS	45,000.00	58,487.30	18,020.50	76,507.80		76,507.80	Carryover
001	010320	44901	00099	PARKS	PARK PLAYGROUNDS	245,500.00	5,707.77	7,469.49	13,177.26		13,177.26	Carryover
001	010320	44901	00293	PARKS	SCOREBOARD PROJECT	-	-	300,000.00	300,000.00		300,000.00	Carryover
001	010321	42501		SPORTS FIELDS	BUILDING AND GROUNDS	28,000.00			250.00		250.00	Operating Carryover (CM Approved) PO 22101219
001	010321	42517		SPORTS FIELDS	FIELD LIGHTING REPAIRS	10,000.00			4,172.10		4,172.10	Operating Carryover (CM Approved) PO 22103569
001	010321	42601		SPORTS FIELDS	PROFESSIONAL SERVICES	6,500.00			850.09		850.09	Operating Carryover (CM Approved) PO 22103789
001	010321	43006		SPORTS FIELDS	EQUIPMENT OVER 5000	37,000.00	-	5,626.49	5,626.49		5,626.49	Carryover
001	010321	44901	00186	SPORTS FIELDS	BASEBALL COMPLEX	-	27,142.48	44,636.28	71,778.76		71,778.76	Carryover
001	010326	43006		HARRY MACADAMS	EQUIPMENT OVER 5000	17,500.00	36,823.94	115,521.39	152,345.33		152,345.33	Carryover
001	010330	43006		RECREATION	EQUIPMENT OVER 5000	12,000.00	-	10,000.00	10,000.00		10,000.00	Carryover
001	010342	42357	00306	PUBLIC INFORMATION	ADVERTISING - NM TRUE	-	-	-	8,671.00		8,671.00	Operating carryover of NM True
001	010410	44901	00079	ENGINEERING	MAJOR THOROUGHFARE PLAN IMP	-	-	12,930.88	12,930.88		12,930.88	Carryover
001	010410	44901	00160	ENGINEERING	DRAINAGE MASTER PLAN	-	-	486,853.02	486,853.02		486,853.02	Carryover
001	010410	44901	00224	ENGINEERING	CENTRAL/GRIMES/JHB INTER. IMP	-	-	775,000.00	775,000.00		775,000.00	Carryover
001	010412	44901	00159	TRAFFIC	TRAFFIC SIGNAL COMM UPGRADE	-	11,430.86	97,016.00	108,446.86		108,446.86	Carryover
001	010412	44901	00260	TRAFFIC	CITYWIDE NETWORK	-	138,245.43	1,057,487.09	1,195,732.52	(828,000.00)	367,732.52	Carryover remaining balance - moved \$828,000 to fund 210 to match revenue for Legislative Appropriation
001	010415	44901	00158	MAPPING	AERIALS DTM AND CONTOURS	-	38,988.20	33,438.20	72,426.40		72,426.40	Carryover
001	010421	43013		BUILDING MAINTENA	BUILDING IMPROVEMENTS	10,000.00	-	17,528.48	17,528.48	100,000.00	117,528.48	Carryover; increase to cover renovation of DA office
001	010421	44901	00242	BUILDING MAINTENA	BUILDING ROOF UPGRADES	-	102,460.94	3,381.18	105,842.12		105,842.12	Carryover

FY22 Final Budget Expense

Expense												
Fund	Org	Obj	Proj	Dept Description	Description	FY22 Prelim Budget	FY21 Encumbrance	FY21 Available Budget	FY22 Carryover Amount	FY22 New Money	FY22 Final Budget Addition	Comments
001	010421	44901	00245	BUILDING MAINTENA	GENERATORS	-	94,818.74	-	94,818.74		94,818.74	Carryover
001	010421	44901	00279	BUILDING MAINTENA	SECURITY UPGRADES - CITYWIDE	-	19,124.56	554,182.45	573,307.01	(500,000.00)	73,307.01	Carryover remaining balance - moved \$500,000 to fund 210 to match revenue for Legislative Appropriation
001	010422	42601		CODE ENFORCEMENT	PROFESSIONAL SERVICES	-	-	-	-	30,000.00	30,000.00	Expense for contract encumbrance for inspector
001	010422	43003		CODE ENFORCEMENT	VEHICLE REPLACEMENT	-	-	-	-	45,000.00	45,000.00	Budget to replace vehicle due to damage by third party
001	010423	43003		STREETS/HIGHWAYS	VEHICLE REPLACEMENT	65,000.00	68,695.00	1,305.00	70,000.00		70,000.00	Carryover
001	010423	44901	00148	STREETS/HIGHWAYS	PAVING REHABILITATION	1,100,000.00	965,580.20	10,131.53	975,711.73		975,711.73	Carryover
001	010423	44901	00288	STREETS/HIGHWAYS	DRAINAGE IMPROVEMENTS	50,000.00	-	25,000.02	25,000.02		25,000.02	Carryover
001 Total									16,707,938.83	4,035,844.29	20,743,783.12	
110	114011	44901	00243	LOCAL GOVT CORREC	JAIL	-	-	17,115.69	17,115.69		17,115.69	Carryover
110 Total									17,115.69		17,115.69	
120	124012	42353		POLICE PROTECTION	TRAINING	39,000.00	-	-	10,000.00		10,000.00	to increase LEPF fund to actual award of \$79,200 plus prior year carryover of \$39,073.62
120	124012	42706		POLICE PROTECTION	EQUIPMENT OVER 5000	-	-	-	-		-	to increase LEPF fund to actual award of \$79,200 plus prior year carryover of \$39,073.62
120 Total									40,273.62		40,273.62	
160	164016	43001		HEALTH WELLNESS LE	COMPUTER/COMP EQUIP OVER 5000.	62,979.21	-	62,979.21	62,979.21		62,979.21	Carryover
160	164016	44901	00200	HEALTH WELLNESS LE	HWLC (DESIGN)	-	18,124.34	53,406.25	71,530.59		71,530.59	Carryover
160	164016	44901	00228	HEALTH WELLNESS LE	HWLC (CONSTRUCTION)	-	139,295.65	162,228.05	301,523.70		301,523.70	Carryover
160	164016	44901	00254	HEALTH WELLNESS LE	ART FOR CORE (1)	-	-	5,301.78	5,301.78		5,301.78	Carryover
160 Total									441,335.28		441,335.28	
170	174017	42601		OLDER AMERICANS FU	PROFESSIONAL SERVICES	-	-	-	-	12,000.00	12,000.00	Expense for kitchen use agreement with USW for Senior Meals (CM Approved)
170	174017	42610		OLDER AMERICANS FU	HOUSE BILL II PROJECTS	-	-	-	-	82,000.00	82,000.00	Dept missed keying expense for Meals Grant in preliminary budget process
170	174017	42610	00800	OLDER AMERICANS FU	HOUSE BILL II PROJECTS	-	-	-	-	120,000.00	120,000.00	Dept missed keying expense for Meals Grant in preliminary budget process
170	174017	42610	00801	OLDER AMERICANS FU	HOUSE BILL II PROJECTS	-	-	-	-	100,000.00	100,000.00	Dept missed keying expense for Meals Grant in preliminary budget process
170	174017	43003		OLDER AMERICANS FU	VEHICLE REPLACEMENT	-	55,402.00	14,598.00	70,000.00		70,000.00	Carryover
170	174017	43006		OLDER AMERICANS FU	EQUIPMENT OVER 5000	27,476.37	13,751.63	4,241.43	17,993.06		17,993.06	Carryover
170 Total									87,993.06	314,000.00	401,993.06	
180	184315	43006		GOLF MTC	EQUIP OVER 5000.00	155,000.00	-	10,397.08	10,397.08		10,397.08	Carryover
180	184315	44901	00164	GOLF MTC	GOLF COURSE RENOVATION	1,050,000.00	-	105,000.00	105,000.00		105,000.00	Carryover
180	184316	42601		GOLF CLUBHOUSE	PROFESSIONAL SERVICES	166,000.00	-	-	-	(75,000.00)	(75,000.00)	Reduction of budget in fund 18 due to legislative appropriation for first tee program
180	184316	42801		GOLF CLUBHOUSE	SOFT GOODS	115,000.00	-	-	4,830.57		4,830.57	Carryover of several outstanding soft goods PO's per dept request (CM Approved)
180	184316	42810		GOLF CLUBHOUSE	HARD GOODS	150,000.00	-	-	8,358.42		8,358.42	Carryover of several outstanding hard goods PO's per dept request (CM Approved)
180	184316	43006		GOLF CLUBHOUSE	EQUIP OVER 5000.00	16,000.00	-	20,000.00	20,000.00		20,000.00	Carryover

FY22 Final Budget Expense

Expense												
Fund	Org	Obj	Proj	Dept Description	Description	FY22 Prelim Budget	FY21 Encumbrance	FY21 Available Budget	FY22 Carryover Amount	FY22 New Money	FY22 Final Budget Addition	Comments
180	184316	43013		GOLF CLUBHOUSE	BUILDING IMPROVEMENTS	15,000.00	-	39,459.80	39,459.80		39,459.80	Carryover
180 Total									188,045.87	(75,000.00)	113,045.87	
190	194019	42308		CEMETERY FUND	AGRICULTURAL AND BOTANICAL	26,000.00			1,846.24		1,846.24	Operating Carryover (CM Approved) PO 22100965, 22101941, 22102483
190	194019	42501		CEMETERY FUND	BUILDING AND GROUNDS	35,000.00			2,133.26		2,133.26	Operating Carryover (CM Approved) PO 22102821
190	194019	43006		CEMETERY FUND	EQUIPMENT OVER 5000	-	16,065.00	26,540.00	42,605.00		42,605.00	Carryover
190	194019	43011		CEMETERY FUND	LAND IMPROVEMENTS	115,000.00	3,571.80	43,649.56	47,221.36		47,221.36	Carryover
190 Total									93,805.86	-	93,805.86	
210	214021	42601	00323	LEG. APPROP	LEG APPROPRIATION - 1ST TEE	-				75,000.00	75,000.00	SB 377 (HB2 Jr) Legislative Funding for youth sports (First Tee) - offsetting revenue
210	214021	44901	00260	LEG. APPROP	LEG APPROPRIATION - CITYWIDE FIBER	-			828,000.00		828,000.00	move expense from general fund carryover project to Legislative Appropriation fund to account for project in proper fund
210	214021	44901	00279	LEG. APPROP	LEG APPROPRIATION - SECURITY UPGRA	-			500,000.00		500,000.00	move expense from general fund carryover project to Legislative Appropriation fund to account for project in proper fund
210	214021	44901	00302	LEG. APPROP	LEG APPROP - FIRE TRUCK & AERI	-	1,468,354.00	31,646.00	1,500,000.00		1,500,000.00	Carryover
210	214021	44901	00303	LEG. APPROP	LEG APPROP - AMBULANCE	-	398,944.00	1,056.00	400,000.00		400,000.00	Carryover
210 Total									3,228,000.00	75,000.00	3,303,000.00	
220	224022	44901	00322	INTERGOVERNMENT	AMERICAN RESCUE PLAN EXPENSE	-			-	4,835,515.50	4,835,515.50	Expense for American Rescue Plan distribution
220 Total									-	4,835,515.50	4,835,515.50	
270	274027	43006		PUBLIC TRANSPORTA	EQUIPMENT OVER 5000	-	-	30,713.00	30,713.00		30,713.00	Carryover
270	274027	43008		PUBLIC TRANSPORTA	IMPROVEMENTS/RENOVATIONS	-	-	82,103.00	82,103.00		82,103.00	Carryover
270 Total									112,816.00	-	112,816.00	
280	284028	43002		FIRE PROTECTION FUN	COMPUTER SOFTWARE OVER 5000	20,000.00	-	5,327.75	5,327.75		5,327.75	Carryover
280	284028	43003		FIRE PROTECTION FUN	VEHICLE REPLACEMENT	135,000.00	13,348.00	115,121.39	45,000.00		45,000.00	Carryover - reduced per dept request
280	284028	43006		FIRE PROTECTION FUN	EQUIPMENT OVER 5000	10,000.00	-	75,048.90	75,048.90		75,048.90	Carryover
280 Total									125,376.65	-	125,376.65	
290	294029	42353		E.M.S. GRANT FUND	TRAINING	-			582.73		582.73	carryover expose budget for fund 280 to cover prior year open PO and provide the ability to write a reimbursement check to the granting agency
290	294029	44901	00311	E.M.S. GRANT FUND	EMS LOCAL SYSTEMS IMPROVEMENT	-	-	44,900.00				reduced carryover to match actual grant award for Simlaid Start Stat
290 Total									11,225.00		11,225.00	
370	374037	44901	00232	COMMUNITY DEV. CO	NEW CDBG PROJECT	-	-	150,000.00	150,000.00		150,000.00	Carryover
370 Total									150,000.00	-	150,000.00	
440	444044	44901	00073	JOINT UTILITY EXTENS	UT UTIL EXTENSION	-	133,439.20	1,790,113.92	1,923,553.12		1,923,553.12	Carryover
440	444044	44901	00200	JOINT UTILITY EXTENS	HWLC (INFR/UTIL)	-	135,249.10	663,000.90	798,250.00		798,250.00	Carryover
440	444044	44901	00289	JOINT UTILITY EXTENS	WEST HOBBS WATER/SEWER EXT.	-	1,575,826.75	1,778,669.69	2,175,826.75		2,175,826.75	Carryover
440 Total									4,897,629.87	-	4,897,629.87	
480	484048	44901	00046	STREET IMPROVEMENT	MISC. STREET/DRAINAGE IMPS.	-	121,150.60	203,477.94	324,628.54		324,628.54	Carryover

FY22 Final Budget Expense

Expense												
Fund	Org	Obj	Proj	Dept Description	Description	FY22 Prelim Budget	FY21 Encumbrance	FY21 Available Budget	FY22 Carryover Amount	FY22 New Money	FY22 Final Budget Addition	Comments
480	484048	44901	00178	STREET IMPROVEMENT	WEST BENDER IMPROVEMENTS	-	53,468.78	498,896.75	552,365.53		552,365.53	Carryover
480	484048	44901	00179	STREET IMPROVEMENT	COLLEGE LANE INTERSECTION	-	-	550,000.00	550,000.00		550,000.00	Carryover
480	484048	44901	00244	STREET IMPROVEMENT	RR CROSSING IMPROVEMENTS	-	-	295,047.32	295,047.32		295,047.32	Carryover
480	484048	44901	00295	STREET IMPROVEMENT	Dal Paso Map Grant	-	-	256,107.00	256,107.00		256,107.00	Carryover
480 Total									1,978,148.39		1,978,148.39	
530	534053	47342		2005 WASTEWATER B	INTEREST PAID	86,299.70	-	345,198.79	345,198.79		345,198.79	Carryover
530	534053	47342	00205	2005 WASTEWATER B	INTEREST PAID	29,546.74	-	118,186.96	118,186.96		118,186.96	Carryover
530 Total									463,385.75		463,385.75	
600	604610	43801		WATER DISTRIBUTION	12 VOLT PORTABLE PUMPS	-	-	5,750.00	5,750.00		5,750.00	Carryover
600	604620	42523		PRODUCTION	RECONDITION WATER PROD. WELLS	225,000.00	-	-	42,420.33		42,420.33	Carryover for PO 22104154 and 22100563 (CM Approved)
600	604620	42538		PRODUCTION	REPAIR-ELECTRICAL	20,000.00	-	-	412.53		412.53	Carryover for PO 22100563 (CM Approved)
600	604620	43003		PRODUCTION	VEHICLE REPLACEMENT	-	67,218.00	12,782.00	80,000.00		80,000.00	Carryover
600	604630	42601		WATER OFFICE	PROFESSIONAL SERVICES	63,250.00	-	-	-	125,000.00	125,000.00	Expense to upgrade utility billing to Munis Utility Billing
600	604640	43003		METERS & SERVICE	VEHICLE REPLACEMENT	-	63,954.00	6,046.00	70,000.00		70,000.00	Carryover
600 Total									198,582.86	125,000.00	323,582.86	
610	614061	43005		JOINT UTILITY CONST	SECURITY EQUIPMENT	25,000.00	-	25,000.00	25,000.00		25,000.00	Carryover
610	614061	43006		JOINT UTILITY CONST	EQUIP OVER 5000.00	10,000.00	503.18	91,962.93	92,466.11		92,466.11	Carryover
610	614061	44901	00094	JOINT UTILITY CONST	WATERLINE REPLACEMENT	900,000.00	785,884.60	76,297.96	862,182.56		862,182.56	Carryover
610	614061	44901	00107	JOINT UTILITY CONST	WATER DEVELOPMENT/40 YR PLAN	-	-	62,680.70	62,680.70		62,680.70	Carryover
610	614061	44901	00287	JOINT UTILITY CONST	8PS & WATERWELL METER RPLCMNT	50,000.00	5,863.57	62,857.78	68,721.35		68,721.35	Carryover
610 Total									1,111,050.72		1,111,050.72	
620	624062	43013		WASTE WATER PLANT	BUILDING IMPROVEMENTS	-	-	91,455.00	91,455.00		91,455.00	Carryover
620	624062	44901	00037	WASTE WATER PLANT	WWTP PLANT TREATMENT/ EXPANSIO	61,000.00	2,623.00	26,127.74	28,750.74		28,750.74	Carryover
620	624062	44901	00096	WASTE WATER PLANT	REFURBISH LIFT STATION	50,000.00	-	104,438.83	104,438.83		104,438.83	Carryover
620	624062	44901	00097	WASTE WATER PLANT	SEWER LINE REPLACEMENT	-	16,224.54	6,555,459.06	6,571,683.60		6,571,683.60	Carryover
620	624062	44901	00205	WASTE WATER PLANT	DIGESTER PROJECT	-	242,440.21	2,143.64	244,583.85		244,583.85	Carryover
620	624062	44901	00248	WASTE WATER PLANT	MANHOLE REHAB PROJECT	250,000.00	-	233,682.00	233,682.00		233,682.00	Carryover
620	624062	44901	00259	WASTE WATER PLANT	GROUNDWATER REMEDIATION	-	70,216.41	121,323.51	191,539.92		191,539.92	Carryover
620	624062	44901	00286	WASTE WATER PLANT	CENTRIFUGE UNIT #1 REFURBISH	-	325,308.15	338,546.50	663,854.65		663,854.65	Carryover
620 Total									8,129,988.59		8,129,988.59	
630	634370	43015		WASTEWATER (WWT)	UTILITY EQUIPMENT	324,500.00	110,682.38	85,507.14	196,189.52		196,189.52	Carryover
630	634380	43015		INDUSTRIAL WATER	UTILITY EQUIPMENT	80,000.00	-	32,833.57	32,833.57		32,833.57	Carryover
630	634380	43801		INDUSTRIAL WATER	(VFD/REBUILD #1 & #2 PUMPS	-	239.44	97,450.65	97,690.09		97,690.09	Carryover
630 Total									326,713.18		326,713.18	
830	834083	42301		HOBBS BEAUTIFUL	SUPPLIES	4,374.00	-	-	-	5,490.56	5,490.56	Increasing supplies budget for NM Clean & Beautiful grant award based on actual award received (includes 25% local match) (CM Approved)
830	834083	42357		HOBBS BEAUTIFUL	ADVERTISING	40,300.00	-	-	-	(33,740.00)	(33,740.00)	Decreasing Advertising budget for NM Clean & Beautiful grant award based on actual award received (includes 25% local match)(CM Approved)

FY22 Final Budget Expense

Expense												
Fund	Org	Obj	Proj	Dept Description	Description	FY22 Prelim Budget	FY21 Encumbrance	FY21 Available Budget	FY22 Carryover Amount	FY22 New Money	FY22 Final Budget Addition	Comments
830 Total									-	(28,249.44)	(28,249.44)	
Grand Total									38,310,007.95	9,282,110.35	47,592,118.30	

FY22 Final Budget Revenue

Revenue											
Fund	Org	Obj	Proj	Account Desc	FY22 Prelim Budget	FY21 Encumbrance	FY21 Available Budget	FY22 Carryover Amount	FY22 New Money	FY22 Final Budget Addition	Comments
001	019999	30611	00322	ARP Revenue - Misc. Income	-				(4,835,515.50)	(4,835,515.50)	To account for reimbursement to general fund for expense booked in fund 220 for the American Rescue Plan
001	019999	30101		PROPERTY TAX	(2,800,000.00)				(282,193.00)	(282,193.00)	
001	019999	30105		OIL & GAS PRODUCTION	(180,000.00)				(249,755.00)	(249,755.00)	
001	019999	30106		OIL & GAS EQUIPMENT	(52,189.00)				(37,009.00)	(37,009.00)	
001	019999	30712		GRANT-BULLETPROOF VESTS	-				(13,152.66)	(13,152.66)	\$995.16 remaining in 2019 bpv grant and \$12,157.50 in 2020 bpv grant
001	019999	30715		LIBRARY GRANT	-			(61,739.71)	(8,145.00)	(69,884.71)	carryover \$61,739.71 for Library GO Bond and an estimate for library state grant in aid fy22 award
001	019999	30719		STATE GRANTS-ODWI AND OBI	(37,253.00)				(17,933.25)	(17,933.25)	Increasing to include remaining FY21 DWI Grant remaining (Federal Fiscal year Oct - Sept)
001 Total								(61,739.71)	(5,443,703.41)	(5,505,443.12)	
120	129999	30724		LEP GRANT	(79,800.00)				600.00	600.00	reduce lepf revenue to match final award determination
120 Total								-	600.00	600.00	
150	159999	30702		FEDERAL GRANTS	-			(10,010.42)		(10,010.42)	
150	159999	30702	04115	COPS GRANT (2)	-			(118,451.69)		(118,451.69)	
150 Total								(128,462.11)	-	(128,462.11)	
170	179999	30709	00800	HOUSE BILL 2 - CONGREGATE	(40,000.00)				2,440.00	2,440.00	decrease revenue to actual from estimate
170	179999	30709	00801	HOUSE BILL 2 - HOME DELIVER	(35,000.00)				(2,560.00)	(2,560.00)	increase revenue to actual from estimate
170	179999	30726	00800	FED C1 - CONGREGATE MEALS	(40,000.00)				(3,513.00)	(3,513.00)	increase revenue to actual from estimate
170	179999	30726	00801	FED C2 - HOME DELIVERY	(17,000.00)				(11,687.00)	(11,687.00)	increase revenue to actual from estimate
170 Total								-	(15,320.00)	(15,320.00)	
210	219999	30718	00302	Leg. Approp - Fire Truck & Aeri	-			(1,500,000.00)		(1,500,000.00)	carryover of legislative appropriation for purchase of a fire truck
210	219999	30718	00303	Leg. Approp - Ambulance	-			(400,000.00)		(400,000.00)	carryover of legislative appropriation for purchase of ambulance
210	219999	30718	00323	LEG. APPROP. - 1ST TEE	-				(75,000.00)	(75,000.00)	SB 377 (HB2 Jr) Legislative Funding for youth sports (First Tee) - offsetting expense
210 Total								(1,900,000.00)	(75,000.00)	(1,975,000.00)	
220	229999	30702	00322	AMERICAN RESCUE PLAN REVE	(4,150,000.00)				(685,515.50)	(685,515.50)	Increase revenue budget to include full distribution from the American Rescue Plan
220 Total								-	(685,515.50)	(685,515.50)	

FY22 Final Budget Revenue

Revenue											
Fund	Org	Obj	Proj	Account Desc	FY22 Prelim Budget	FY21 Encumbrance	FY21 Available Budget	FY22 Carryover Amount	FY22 New Money	FY22 Final Budget Addition	Comments
270	279999	30729		FED/ST FUNDING 27	(1,124,000.00)			(353,554.90)	120,351.22	(233,203.68)	Increase of \$353,554.90 to account for Federal Fiscal Year grant carryover (July - Sept); reduction of \$120351.22 to bring FY22 grant from estimated to actual
270 Total								(353,554.90)	120,351.22	(233,203.68)	
290	299999	30701	00311	EMS LOVAL SYSTEMS IMPROVE	-			(11,225.00)		(11,225.00)	reduced carryover to match actual grant award for Simlaid Start Stat
290 Total								(11,225.00)	-	(11,225.00)	
440	449999	30708	00325	HMS MOU - ROADWAY IMPRO	-				(250,000.00)	(250,000.00)	To account for revenue from HMS per the MOU for roadway improvement around Highland Jr High and Coronado Elementary.
440	449999	30738	00289	WEST HOBBS WATER/SEWER E	-			(635,736.20)		(635,736.20)	carryover of grant funding
440 Total								(635,736.20)	(250,000.00)	(885,736.20)	
480	489999	30701	00178	WEST BENDER REHAB	-			(498,139.00)		(498,139.00)	carryover of west bender rehab grant revenue
480	489999	30701	00295	Dal Paso Map Grant	-			(200,000.00)		(200,000.00)	
480 Total								(698,139.00)	-	(698,139.00)	
620	629999	30701	00097	SEWER LINE REPLACEMENT	-			(86,202.65)		(86,202.65)	
620 Total								(86,202.65)	-	(86,202.65)	
830	839999	30752		STATE GRANT REVENUE	(36,000.00)			(2,500.00)	20,075.44	17,575.44	Reducing award from estimated \$36,000 to actual \$15,924.56 for NM Clean & Beautiful Grant
830 Total								(2,500.00)	20,075.44	17,575.44	
Grand Total								(3,877,559.57)	(6,328,512.25)	(10,206,071.82)	
Transfers											
Fund	Org	Obj	Proj	Account Description	FY22 Prelim Budget	FY21 Encumbrance	FY21 Available Budget	FY22 Carryover Amount	FY22 New Money	FY22 Final Budget Addition	Comments
001	019999	30803		Transfer to 17	567,560.79				407,287.06	407,287.06	final budget transfers
001	019999	30804		Transfer to 18	3,907,888.48				227,341.87	227,341.87	final budget transfers
001	019999	30805		Transfer to 19	413,526.64				102,805.86	102,805.86	final budget transfers
001	019999	30828		Transfer from 23	-				(334,156.00)	(334,156.00)	final budget transfers
001	019999	30878		Transfer to 15	306,013.99				150,000.00	150,000.00	final budget transfers
001	019999	30898		Transfer to 22	-				4,150,000.00	4,150,000.00	Removing transfer from fund 22 - will be handled as an expense transfer

FY22 Final Budget Revenue

Transfers											
Fund	Org	Obj	Proj	Account Desc	FY22 Prelim Budget	FY21 Encumbrance	FY21 Available Budget	FY22 Carryover Amount	FY22 New Money	FY22 Final Budget Addition	Comments
001	Total									4,703,278.79	
150	159999	30802		transfer from 1	(306,013.99)				(150,000.00)	(150,000.00)	final budget transfers
150	Total									(150,000.00)	
160	169999	30828		Transfer from 23	-				(598,400.00)	(598,400.00)	final budget transfers
160	Total									(598,400.00)	
170	179999	30830		Transfer from 1	(567,560.79)				(407,287.06)	(407,287.06)	final budget transfers
170	Total									(407,287.06)	
180	189999	30802		Transfer from 1	(3,907,888.48)				(227,341.87)	(227,341.87)	final budget transfers
180	189999	30828		Transfer from 23	-				(67,400.00)	(67,400.00)	final budget transfers
180	Total									(294,741.87)	
190	199999	30832		Transfer from 1	(413,526.64)				(102,805.86)	(102,805.86)	final budget transfers
190	Total									(102,805.86)	
220	229999	30802		Transfer from 1	-				(4,150,000.00)	(4,150,000.00)	Removing transfer from fund 22 - will be handled as an expense transfer
220	Total									(4,150,000.00)	
230	239999	30804		Transfer to 18	-				67,400.00	67,400.00	final budget transfers
230	239999	30815		Transfer to 1	-				334,156.00	334,156.00	final budget transfers
230	239999	30890		Transfer to 16	-				598,400.00	598,400.00	final budget transfers
230	Total									999,956.00	
440	449999	30843		Transfer from 49	-				(4,011,893.67)	(4,011,893.67)	final budget transfers
440	Total									(4,011,893.67)	
490	499999	30868		Transfer to 44	-				4,011,893.67	4,011,893.67	final budget transfers
490	Total									4,011,893.67	
530	539999	30844		Transfer from 65	(2,272,247.79)				(926,771.33)	(926,771.33)	final budget transfers
530	Total									(926,771.33)	
600	609999	30845		Transfer from 66	(6,184,818.43)				(675,365.59)	(675,365.59)	final budget transfers
600	Total									(675,365.59)	
610	619999	30846		Transfer from 66	(2,291,170.20)				(1,229,880.52)	(1,229,880.52)	final budget transfers
610	Total									(1,229,880.52)	
620	629999	30847		Transfer from 65	(4,186,000.00)				(521,707.55)	(521,707.55)	final budget transfers
620	Total									(521,707.55)	
630	639999	30844		Transfer from 65	(4,154,317.95)				(326,713.18)	(326,713.18)	final budget transfers
630	Total									(326,713.18)	
650	659999	30820		Transfer to 53	2,272,247.79				926,771.33	926,771.33	final budget transfers
650	659999	30821		Transfer to 62	4,186,000.00				521,707.55	521,707.55	final budget transfers
650	659999	30822		Transfer to 63	4,154,317.95				326,713.18	326,713.18	final budget transfers

FY22 Final Budget Revenue

Transfers											
Fund	Org	Obj	Proj	Account Desc	FY22 Prelim Budget	FY21 Encumbrance	FY21 Available Budget	FY22 Carryover Amount	FY22 New Money	FY22 Final Budget Addition	Comments
650 Total										1,775,192.06	
660	669999	30824		Transfer to 60	6,184,818.43				675,365.59	675,365.59	final budget transfers
660	669999	30825		Transfer to 61	2,291,170.20				1,229,880.52	1,229,880.52	final budget transfers
660 Total										1,905,246.11	
Grand Total										-	



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 19th, 2021

SUBJECT: Resolution authorizing an allocation of lodgers' tax to various entities for events

DEPT. OF ORIGIN: Finance
DATE SUBMITTED: July 14, 2021
SUBMITTED BY: Toby Spears, Finance Director

The Lodgers' Tax Board met on July 14th, 2021 and recommended funding for the following events:

Western Heritage Museum	- \$26,181.00
Southwest Symphony	- \$34,717.00
United Way of Lea County	- \$88,500.00
Hobbs Chamber of Commerce	- \$49,178.95
Cycle City Promotions	- \$50,000.00

- Total funding requests for all events requested was \$ 248,576.95

Fiscal Impact:

Reviewed By: 
Finance Department

June 30, 2021 unallocated Cash Balance for the Lodgers' Tax Fund is as follows:

Cash for Grants	\$451,427.64
City and County	\$732,720.40
Airline Subsidy	\$ 0.00
TOTAL	<u>\$1,184,148.04</u>

Attachments:

Breakdown of request
Financial Summary
Resolution

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

To be determined by City Commission.

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Approved _____

Denied _____

Other _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 7074

A RESOLUTION AUTHORIZING ALLOCATION OF
LODGERS' TAX FUNDS FOR FISCAL YEAR 2022

WHEREAS, the Lodgers' Tax Advisory Board met on July 14, 2021 and recommends awarding funds to various annual events for fiscal year 2022;

	Amount Requested	Lodger's Tax Board Recommendation	City Commission Recommendation
Western Heritage Museum	\$26,181.00	26,181 .00	_____
Southwest Symphony	34,717.00	34,717.00	_____
United Way of Lea County	88,500.00	88,500.00	_____
Hobbs Chamber of Commerce	49,178.95	49,178.95	_____
Cycle City Promotions	99,620.00	50,000.00	_____

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

PASSED, ADOPTED AND APPROVED this 19th day of July, 2021.

SAM D. COBB, Mayor

ATTEST:

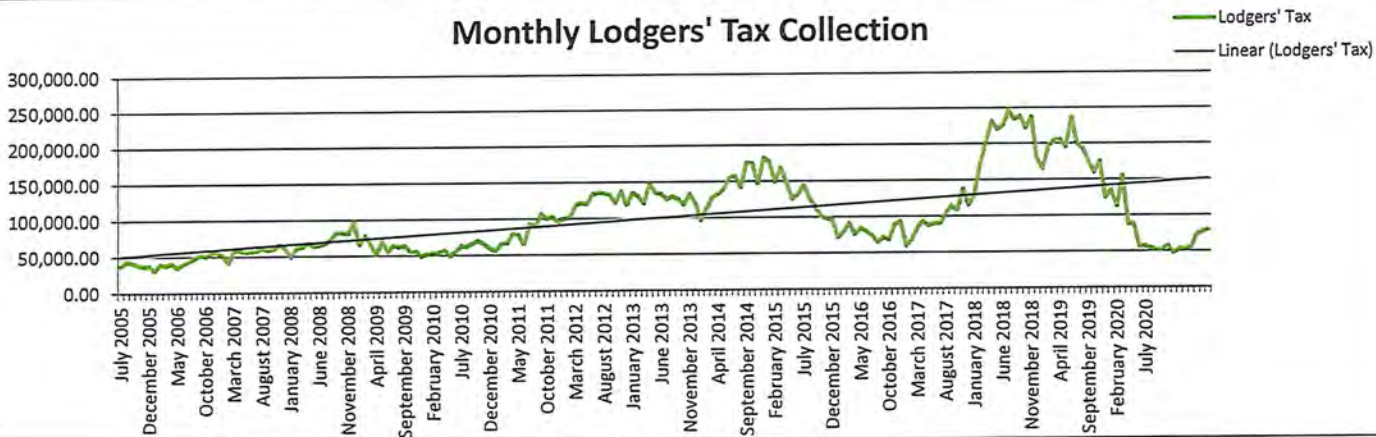
JAN FLETCHER, City Clerk

CITY OF HOBBS LODGERS' TAX PROGRAM								
6/30/2021	AWARD				ACTUAL	ACTUAL		
	PROJECT				EXPENSE	OUTSTANDING	CATEGORY	
6/30/2021	CASH BALANCE	DATE	AMOUNT			GRANT		
						1,184,148.04		
Proof of Cash:								
	Beginning Cash Available for Profit, Non-Profit, and Public Entities (20%)						309,346.76	NP
	TOTAL REMAINING ALLOCATION FOR PROFIT, NON-PROFIT AND PUBLIC ENTITIES					428,549.81	0.00	0.00
Add:	20% Monthly Tax Revenue (starting April 1st, 2013)						142,080.87	
	Cash Available for Allocation						<u>451,427.63</u>	
	Beginning Cash Available for Local Government (City and County) (40%)						826,106.11	
21-1	ROCKWIND COMMUNITY LINKS - 2021	7/6/2020	159,075.00	5,000.00		154,075.00		
21-2	C.O.R.E - 2021 - MARKETING	7/6/2020	103,862.50	60,347.68		43,514.82		
21-3	C.O.R.E - 2021 - OPERATING	7/6/2020	500,000.00	500,000.00		0.00		
20-27	CITY OF HOBBS - MARKETING/BRANDING CAMPAIGN	3/2/2020	250,000.00	5,844.00		244,156.00		
	TOTAL REMAINING ALLOCATION FOR LOCAL GOVERNMENT					1,012,937.50	571,191.68	441,745.82
Add:	40% Monthly Tax Revenue (starting April 1st, 2013)						284,161.74	
	Cash Available for Allocation						<u>732,720.40</u>	
	Beginning Cash Available for Fire, EMS, Sanitation (15%)							
	TOTAL REMAINING ALLOCATION FOR CITY OF HOBBS POLICE AND FIRE					106,560.66	106,560.66	0.00
Add:	15% Monthly Tax Revenue (starting April 1st, 2013)						106,560.66	
	Cash Available for Allocation						<u>-</u>	
	Beginning Cash Available for Airline subsidy (25%)						0.00	
	TOTAL REMAINING ALLOCATION FOR AIRLINE SUBSIDY							0.08
20-23	EDC - 2020 AIRLINE SUBSIDY (Marketing)		500,000.00	499,999.92			0.08	
20-24	EDC - 2020 AIRLINE SUBSIDY (Marketing) - DENVER PROMO	10/9/2019	99,160.00	99,160.00			0.00	
21-4	EDC - 2021 AIRLINE SUBSIDY (Marketing)	7/6/2020	599,160.00	599,160.00			0.00	
	25% Monthly Tax Revenue (starting April 1st, 2013)						417,979.14	
	TOTAL REMAINING ALLOCATION FOR AIRLINE SUBSIDY						<u>-</u>	
	Cash Available for Allocation						<u>-</u>	

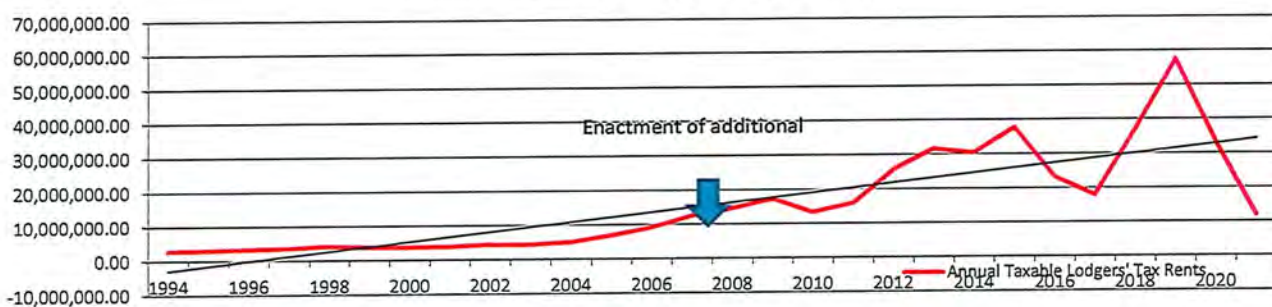
City of Hobbs
Projected Annual Cash balance of requests from Non-Profits/For Profits
as of July 14th, 2021

Cash Balance at June 30, 2021	451,427.63	Non-profit/For profit portion only
Projected Preliminary Budget 2022	<u>120,000.00</u>	Non-profit/For profit portion - 600,000 X 20%
TOTAL PROJECTED CASH	<u>571,427.63</u>	
Western Heritage	-26,181.00	
Southwest Symphony	-34,717.00	
United Way of Lea County	-88,500.00	
Hobbs Chamber of Commerce	-49,178.95	
Cycle City Promotions	-50,000.00	(Two events requested: \$49,200 and 50,420. limited to 25K per each event)
Hobbs Airfield Speedway, LLC	-5,150.00	
	<u>-253,726.95</u>	
REMAINING BALANCE	<u><u>317,700.68</u></u>	

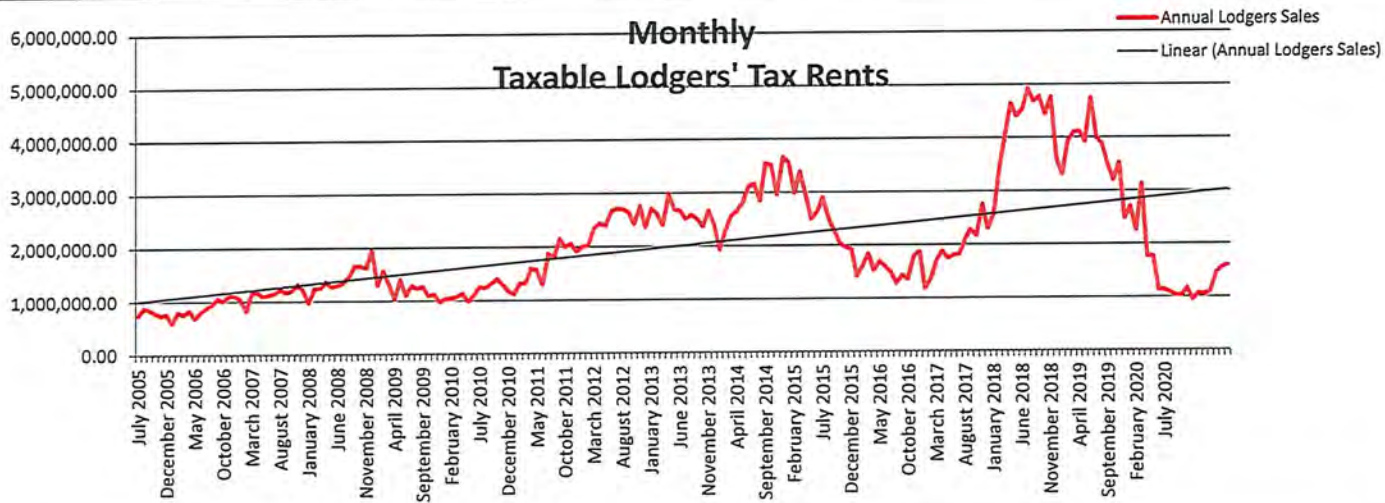
Monthly Lodgers' Tax Collection



Annual Taxable Lodgers' Tax Rents



Monthly Taxable Lodgers' Tax Rents



Western Heritage Museum

“Christmas Traditions from Around the World”
“Discover Steampunk: A Fantastical Hands-On Adventure”



**City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2021 - 06/30/2022**

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
Sound and Lighting as Related to Performance	Website Costs
Advertising/Promotion Items	Real Property
Sanitation	Tangible Property
Sanction Fees	

For internal control purposes of lodgers' tax funds, the organization must provide valid proof of expenditures and contracts. Cash transactions by the organization (eg: cash currency payments to individuals) will not be considered valid. All invoices and contracts must be legible. The Finance Department may ask the organization to provide a W-9 for a vendor, cleared check, bank statement or other documentation to determine whether or not the transaction is valid for lodgers' tax. **Note: If cancellation of an event results in a refund of any deposit, this refund must be returned to the City of Hobbs Lodgers' Tax Fund.**

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 19th, 2021**. (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. Event Summaries from prior year funding will be required during the annual presentation process. Event summaries should include the number in attendance, the number of overnight stays and the actual revenue and expenditures. **Any unspent funding at the end of the funding cycle (05/01/2021-06/30/2022) will revert back to the City of Hobbs Lodgers' Tax Fund. Expenses will NOT be reimbursed after August 31, 2022.**
6. In addition to the above listed criteria, organizations requesting funding may be asked to provide 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 or Liability Insurance 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.


Representative

Western Heritage Museum
Name of Organization

6/9/21
3/15/22
date

Received at City Hall: _____
(date and time)

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

Organization	Western Heritage Museum and Lea County Cowboy Hall of Fame
Name of Contact	Erin Anderson, Executive Director
Address	5317 N. Lovington Highway
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	575-492-2681 (office) 575-492-2680 (fax)
email	eanderson@nmjc.edu

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships	1,000.00	10,000.00				11,000.00
	Sales	6,000.00	5,000.00				11,000.00
	Donations	1,000.00	42,250.00				43,250.00
	Prior Year Carryover						-
	NMJC Support	4,000.00	30,000.00				34,000.00
	Total Income	12,000.00	87,250.00	-	-	-	99,250.00

		Event 1	Event 2	Event 3	Event 4	Event 5	Total	
EXPENSE (NON- LODGERS' TAX	Cost of Sales Items						-	
	Cost of Awards						-	
	Building/Booth Rent						-	
	Advertising	4,500.00	14,000.00				18,500.00	
	Printing & Mailing	2,500.00	4,000.00				6,500.00	
	Print Media	5,000.00	8,000.00				13,000.00	
	Electronic Media	3,000.00	4,000.00				7,000.00	
	Misc. (Please explain)	Performance fee/rental	8,750.00	60,000.00				68,750.00
		Setup (travel/equipment)	6,500.00	5,000.00				11,500.00
		Shipping		8,000.00				8,000.00
Total NON- LODGERS' Exp.		30,250.00	103,000.00	-	-	-	133,250.00	

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	1,095.50	712.50	-	-	-	1,808.00
Print Media	3,354.00	4,454.00	-	-	-	7,808.00
Electronic Media	1,480.00	2,085.00	-	-	-	3,565.00
Other	6,500.00	6,500.00	-	-	-	13,000.00
TOTAL LODGERS' TAX REQ. SUMMARY	12,429.50	13,751.50	-	-	-	26,181.00

LODGERS'
TAX

Instructions: Please complete all areas of BLUE that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

Lodgers' Tax Budget - Event Number 1 Event Information

Name of Event	Christmas Traditions from Around the World		
Date	December 2 and 3, 2021		
Location	Western Heriage Museum and Lea County Cowboy Hall of Fame		
Description	The sights, sounds, and traditions from many different countries are shared during this special time. Normally a one-night event, we are doing two nights this year to help with number control if COVID regulations are still in affect. We will have live Christmas music and food from various countries for those two nights. And we have over 50 decorated trees and Bonnie Moran's village that remain up through Christmas.		
Expected Attendance	1000	# of Overnighters	200
Is this an annual event?	Yes	Is this a new event?	No
PRINTING			
	Cost	Quantity	Total
Posters (save-the-date)	1.25	50	62.50
Programs	0.75	600	450.00
	SUBTOTAL		512.50
	Cost	Quantity	Total
Mailings	0.20	1,000	200.00
	SUBTOTAL		383.00
	TOTAL PRINTING COSTS		1,095.50
PRINT MEDIA			
	Name	# of ads	Cost
Newspaper	Hobbs News-Sun	20	85.00
	Lovington Leader	10	50.00
	SUBTOTAL		2,200.00
	Name	# of ads	Cost
Magazine/Other	Ritz Hospitality Magazine	1	629.00
	Travel Host	1	525.00
	SUBTOTAL		1,154.00
TOTAL PRINT MEDIA			3,354.00
ELECTRONIC MEDIA			
	Name	# of spots	Cost
Radio	KPCA (Spanish Radio)	20	7.00
	Noalmark	60	7.00
	MTD Radio	60	7.00
Television			-
Social Media	Facebook Ads	20	25.00
	TOTAL ELECTR. MEDIA		1,480.00
OTHER EXPENSE			
	Name	# of item	Cost
Professional Performance Fees	Headliner	1	5,000.00
Sound and Lighting Costs	Sound tech	1	1,500.00
Sanction Fees			-
Promotional Items (eg: tshirts, rings, etc.)			-
Other: (please list)			-
			-
			-
			-
			-
			-
			-
			-
TOTAL OTHER EXPENSE			6,500.00
TOTAL REQUEST FOR EVENT 1			12,429.50

Instructions: Please complete all areas of BLUE that apply.

Lodgers' Tax Budget - Event Number 2

Event Information

Name of Event	Discover Steampunk: A Fantastical Hands-On Adventure
Date	January 29 - May 15, 2022
Location	Western Heritage Museum and Lea County Cowboy Hall of Fame
Description	and other works of art and Steampunk-inspired exhibitry. The exhibition takes visitors on a re-imagined journey, where they can learn about the convergence of Science, Art, Technology, and History.

Expected Attendance	15,000	# of Overnighters	3,000
Is this an annual event?	No	Is this a new event?	Yes

PRINTING

	Posters (save-the-date)			Flyers Tickets	Total		
	Cost	Quantity	Total		Cost	Quantity	Total
	1.25	50	62.50		100	100.00	
Programs	1.00	50	50.00			-	
	SUBTOTAL				SUBTOTAL		
			112.50			100.00	
	Cost	Quantity	Total				
Mailings	0.25	2,000	500.00	TOTAL PRINTING COSTS			
				712.50			

PRINT MEDIA

	Name		# of ads	Cost	Total
	Newspaper	Hobbs News-Sun		30	85.00
Lovington Leader		15	50.00	750.00	
SUBTOTAL				3,300.00	
Magazine/Other	Name		# of ads	Cost	Total
	Ritz Hospitality Magazine		1	629.00	629.00
	Travel Host		1	525.00	525.00
	SUBTOTAL				1,154.00
				TOTAL PRINT MEDIA	4,454.00

ELECTRONIC MEDIA

	Name		# of spots	Cost	Total
	Radio	KPCA (Spanish Radio)		35	7.00
Noalmark Radio		60	7.00	420.00	
Television	MTD Radio		60	7.00	420.00
Social Media	Facebook ads		40	25.00	1,000.00
					-
				TOTAL ELECTR. MEDIA	2,085.00

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees				-
Sound and Lighting Costs				-
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)				-
Other: (please list)	Guest Speakers/Lecturers	3	500.00	1,500.00
	Shipping	1	5,000.00	5,000.00
				-
				-
				-
				-
TOTAL OTHER EXPENSE				6,500.00

TOTAL REQUEST FOR EVENT 2

13,751.50

Instructions: Please complete all areas of BLUE that apply.

Southwest Symphony

"Southwest Symphony 2021-2022 Proposed Season"



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2021 - 06/30/2022

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.

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Eligible	Non-Eligible
Professional Performance Fees Sound and Lighting as Related to Performance Advertising/Promotion Items Sanitation Sanction Fees	Administrative Office Overhead Website Costs Real Property Tangible Property

For internal control purposes of lodgers' tax funds, the organization must provide valid proof of expenditures and contracts. Cash transactions by the organization (eg: cash currency payments to individuals) will not be considered valid. All invoices and contracts must be legible. The Finance Department may ask the organization to provide a W-9 for a vendor, cleared check, bank statement or other documentation to determine whether or not the transaction is valid for lodgers' tax. **Note: If cancellation of an event results in a refund of any deposit, this refund must be returned to the City of Hobbs Lodgers' Tax Fund.**

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5. Event Summaries from prior year funding will be required during the annual presentation process. Event summaries should include the number in attendance, the number of overnight stays and the actual revenue and expenditures. **Any unspent funding at the end of the funding cycle (05/01/2021-06/30/2022) will revert back to the City of Hobbs Lodgers' Tax Fund. Expenses will NOT be reimbursed after August 31, 2022.**
6. In addition to the above listed criteria, organizations requesting funding may be asked to provide 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 or Liability Insurance 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.

DEB WALKER me
 Representative

SOUTHWEST SYMPHONY
 Name of Organization

6/14/21
 date

Received at City Hall:
 (date and time)

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

Organization	Southwest Symphony Inc.
Name of Contact	Deb Walker
Address	PO Box 101
City, State Zip	Hobbs, NM 88241
Phone#/Fax#	(575) 738-1041
email	director@swsymphony.org

Event Budget

Income		Event 1	Event 2	Event 3	Event 4	Event 5	Total
	Sponsorships						
Sales							-
Donations							-
Prior Year Carryover							-
Other (please explain)							-
Total Income		-	-	-	-	-	-

EXPENSE (NON- LODGERS' TAX)		Event 1	Event 2	Event 3	Event 4	Event 5	Total
	Cost of Sales Items						
Cost of Awards							-
Building/Booth Rent							-
Advertising							-
Printing & Mailing							-
Print Media							-
Electronic Media							-
Misc. _____ (Please explain) _____							-
Total NON- LODGERS' Exp.		-	-	-	-	-	-

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	3,520.00	-	-	-	-	3,520.00
Print Media	4,785.00	-	-	-	-	4,785.00
Electronic Media	4,890.00	-	-	-	-	4,890.00
Other	21,522.00	-	-	-	-	21,522.00
TOTAL LODGERS' TAX REQ. SUMMARY	34,717.00	-	-	-	-	34,717.00

LODGERS'
TAX

Instructions: Please complete all areas of BLUE that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event		Southwest Symphony 2021-2022 Proposed Season					
Date		October 2021-May 2022 - Total of 5 public performances					
Location		Hobbs, NM					
Description		We are requesting funding for symphony orchestra and cultural arts series events. There will be 5 public concerts performed in Hobbs, NM and one public concert in Lovington, NM between September 2022-May 2022. The average cost per event is \$X,XXX.					
Expected Attendance	2000	# of Overnights	250				
Is this an annual event?	Yes	Is this a new event?	No				
PRINTING							
Posters (save-the-date)	Cost	Quantity	Total	Flyers	Cost	Quantity	Total
	1.00	100	100.00		0.48	1,000	480.00
Programs	2.10	1,000	2,100.00	Tickets	0.69	750	520.00
	SUBTOTAL				2,200.00	SUBTOTAL	
Mailings	Cost	Quantity	Total				
	0.32	1,000	320.00	TOTAL PRINTING COSTS			3,520.00
PRINT MEDIA							
Newspaper	Name		# of ads	Cost	Total		
	Hobbs News-Sun		35	120.00	4,200.00		
	Lovington Leader		5	117.00	585.00		
			SUBTOTAL		4,785.00		
Magazine/Other	Name		# of ads	Cost	Total		
					-		
					-		
			SUBTOTAL		-		
					TOTAL PRINT MEDIA		4,785.00
ELECTRONIC MEDIA							
Radio	Name		# of spots	Cost	Total		
	Noalmark Broadcasting		16	180.00	2,880.00		
Television	MTD Radio		16	110.00	1,760.00		
					-		
Social Media	Social Media		5	50.00	250.00		
					-		
					TOTAL ELECTR. MEDIA		4,890.00
OTHER EXPENSE							
	Name		# of item	Cost	Total		
Professional Performance Fees	2 concerts, see attached budget		2	6,250.00	12,500.00		
Sound and Lighting Costs	2 concerts, see attached budget		2	3,500.00	7,000.00		
Sanction Fees					-		
Promotional Items (eg: tshirts, rings, etc.)					-		
Other: (please list)	Digital billboard - 3 locations		6	297.00	1,782.00		
	Promotional Banners		2	120.00	240.00		
					-		
					-		
					-		
					-		
					TOTAL OTHER EXPENSE		21,522.00
TOTAL REQUEST FOR EVENT 1							34,717.00

Instructions: Please complete all areas of BLUE that apply.

Southwest Symphony - Budget 2021-2022

Approved 6/10/21

	OCT	NOV	DEC	FEB	MARCH	APRIL	MAY			
CONCERTS	SWSO Strings	Farewell Angelina	Christmas WH Museum	SWSO Youth Series	Quarteto Nuevo	Stepcrew	SWSO		TOTAL	Lodgers' Tax Request 21-22
	Tydings	Event Center	WH Museum	Tydings	Lea Theatre	Tydings	FUMC	Operating Exp.		

SWS PERSONNEL:										
Artistic Director	\$1,000.00			\$1,000.00			\$1,000.00		\$3,000.00	
SWS Musicians	\$7,560.00			\$13,000.00			\$13,000.00		\$33,560.00	
OUTSIDE ARTISTIC:										
Performance Fee		\$6,250.00			\$5,000.00	\$6,250.00		\$5,000.00	\$22,500.00	\$ 12,500.00
Residency Fee					\$1,500.00		\$200.00		\$1,700.00	
TRAVEL/LODGING:										
Airfare	\$550.00			\$550.00			\$550.00		\$1,650.00	
Hotel	\$5,500.00	\$1,220.00		\$9,500.00	\$488.00	\$3,600.00	\$9,500.00		\$29,808.00	
Mileage	\$2,905.00			\$5,000.00			\$5,000.00		\$12,905.00	
Meals	\$400.00	\$300.00		\$400.00	\$250.00	\$550.00	\$400.00		\$2,300.00	
U-haul				\$250.00			\$250.00		\$500.00	
Hospitality		\$50.00			\$50.00	\$50.00			\$150.00	
Rental Car	\$300.00	\$300.00		\$300.00			\$300.00		\$1,200.00	
ADMINISTRATIVE:										
Executive Director								\$45,000.00	\$45,000.00	
Concert Manager								\$15,000.00	\$15,000.00	
YS/OF Coordinator								\$17,500.00	\$17,500.00	
OFFICE EXPENSES:										
Rent								\$6,600.00	\$6,600.00	
Utilities/Phone								\$2,000.00	\$2,000.00	
Office Supplies/expenses								\$3,500.00	\$3,500.00	
Postage								\$1,500.00	\$1,500.00	
Taxes/Bank charges								\$5,000.00	\$5,000.00	
DEVELOPMENT:										
Friends of the Symphony			\$2,500.00					\$2,500.00	\$5,000.00	
Ex Dir. Prof. Exp.								\$3,000.00	\$3,000.00	
TECHNICAL:										
Lts/sound/bkln		\$6,000.00		\$2,000.00	\$500.00	\$1,000.00	\$75.00		\$9,575.00	\$ 7,000.00
Stage Crew	\$250.00	\$1,000.00		\$500.00		\$200.00	\$500.00		\$2,450.00	
Piano Tuning									\$0.00	
SPACE/RENTAL		\$3,000.00		\$1,500.00	\$250.00	\$500.00	\$275.00		\$5,525.00	
MARKETING										
Radio/newspaper/ billboard/social media/webste								\$12,000.00	\$12,000.00	\$ 11,457.00
Branding video								\$1,500.00	\$1,500.00	
PRINTING:										
Programs								\$2,250.00	\$2,250.00	\$ 2,100.00
Brochures								\$500.00	\$500.00	\$ 480.00
General-magnets, posters, banners, postcards, tickets								\$1,500.00	\$1,500.00	\$ 1,180.00
OTHER:										
WAA membership								\$275.00	\$275.00	
League Amer. Orchestra Mem.								\$600.00	\$600.00	
Liability Ins.								\$1,600.00	\$1,600.00	
NMPA dues								\$100.00	\$100.00	
ASCAP/BMI								\$1,000.00	\$1,000.00	
Music Rental	\$500.00			\$500.00			\$500.00		\$1,500.00	
Miscellaneous/Benevalence fund								\$1,000.00	\$1,000.00	
TOTAL	\$18,965.00	\$18,120.00	\$2,500.00	\$34,500.00	\$8,038.00	\$12,150.00	\$31,550.00	\$128,925.00	\$254,748.00	\$ 34,717.00

SOUTHWEST SYMPHONY

2021-2022 PROPOSED* SEASON PERFORMANCES

*ALL PERFORMANCES ARE SUBJECT TO CHANGE PENDING
COVID19 AND NM PUBLIC HEALTH ORDER ON MASS GATHERINGS.

OCTOBER 2021 – SOUTHWEST SYMPHONY ORCHESTRA

TYDINGS AUDITORIUM, HOBBS, NM

OCTOBER 24, 2021

The chamber orchestra will play a concert of pops music and light classics. The trumpet, percussion and keyboard musicians will join the chamber orchestra on the pops tunes. Some of the classical pieces will include Vivaldi's "Spring" from *The Four Seasons*; Mozart's *Eine Kleine Nachtmusik* and Bach's *Brandenburg Concerto #3*.

NOVEMBER 2021 – FAREWELL ANGELINA CONCERT

LEA COUNTY EVENT CENTER, HOBBS, NM

NOVEMBER 20, 2021

All-female country band. They are on a fast track to "celebrity" success; they have been invited to perform for major country events such as the Nashville Hall of Fame, CMA parties and for Dolly Parton. Their video "Ghosts" spent 12-weeks on CMT's 12-pack countdown. Local talent will open for the group. Concession stand and food trucks will be available for patrons. Beer/wine possible. Partner with local non-profit and food bank to collect canned goods and help those in need.

www.farewellangelinamusic.com

DECEMBER 2021 – CHRISTMAS MUSIC AT WESTERN HERITAGE MUSEUM

WESTERN HERITAGE MUSEUM, HOBBS, NM

DECEMBER 2 & 3, 2021

Southwest Symphony & Western Heritage Museum presents Christmas Traditions Around the World with various musical performances & entertainment throughout the museum facility.

FEBRUARY 2022 – SWS ORCHESTRA YOUTH SERIES CONCERT

TYDINGS AUDITORIUM, HOBBS, NM

FEBRUARY 7, 2022 OR FEBRUARY 14, 2022

"Video Games meet John Williams" will include music heard from video games and music composed by the legendary John Williams. We hope to draw a diverse age of attendees through new music of video games. *IF* in-person gatherings are permitted, SWS will coordinate the annual SWS Orchestra Youth Series Concerts and educational residencies for all five school districts in the region to supplement the music education within the schools. Lea County elementary will be invited to Tydings Auditorium in Hobbs over a two-day period to enjoy an interactive experience with the orchestra. *IF* in-person gatherings are not permitted, SWS will plan for virtual residencies with our orchestra musicians.

MARCH 2022 – QUARTETO NUEVO

LEA THEATRE, LOVINGTON, NM

MARCH 11, 2022

Winners of the Beverly Hills National Auditions, Quarteto Nuevo travels a musical journey from Erik Satie and Chick Corea to their own stunning originals. As if rebelling against the boundaries between genres – Western classical, European folk, Latin, and jazz-soprano saxophonist Damon Zick, cellist Jacob Szekely, guitarist Kenton Youngstrom and percussionist Felipe Fraga recombine elements into an entirely new genre they have coined “world chamber jazz”. The ensemble will provide a school residency or concert with Lovington school district.

www.quartetotonuevo.com

APRIL 2022 – THE STEPCREW

TYDINGS AUDITORIUM, HOBBS, NM

APRIL 2, 2022

Back by popular demand, this group brings an exciting and energetic blend of Irish stepdancing, Ottawa Valley stepdancing, and modern tap. Plus, world-class fiddlers are backed by a five-piece ensemble comprised of talented and respected musicians in the Celtic music scene today.

www.stepcrew.com

MAY 2022 – SOUTHWEST SYMPHONY ORCHESTRA

FIRST UNITED METHODIST CHURCH, HOBBS, NM

MAY 1, 2022

Beethoven's Playlist ~ Join our orchestra for an afternoon of Beethoven! The symphony will be performing selections from one of classical music's most famous composers.

SYMPHONY COMMUNITY OUTREACH

Aside from public concerts, local SWS musicians have expressed interest in performing mini-concerts in Lea County in places such as Lovington Mainstreet, Lea County senior citizens and youth, Desert Springs, Desert Gardens, White Sands Nursing, Bee Hive and Good Sam. No dates have been set for these but it is our intent to provide community music outreach 3-4 times a year.

Hobbs News-Sun

574-393-2123

201 N. Thorp

Hobbs, Nm 88240

Re: Quote for SWS Advertising

Hobbs News Sun advertising quote for Southwest Symphony 2021-2022 season

7 ads at \$120.00 per 3 x 6 (3 column wide x 6 inches tall) ad per concert for in-person concert

4 ads at \$120.00 per 3 x 6 (3 column wide x 6 inches tall) ad per concert for virtual concert

Ad rates are as quoted for a minimum of 7 ads per in-person concert and as many ads as requested for virtual concerts with a minimum of 4 ads per virtual events.

Hopefully anticipating the return of the wonderful Southwest Symphony events to our community!

We look forward to serving you!!

Thanks again!

Charlene Upton

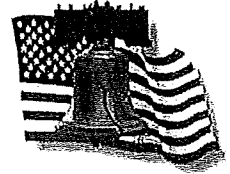
575-631-3112

ter2@hobbsnews.com

Lovington
LEADER

P.O. Box 1717 Lovington, NM 88260 ~ (575)396-2844

LAND of the FREE...Home of the BRAVE



Quote for 2021-2022 Southwest Symphony, Inc.

Ad size 3 col. X 6 in. ad 1 time run is \$117.00

Ad size of 3 col. X 6 in. to run 7 times is \$819.00

Thank you,
Joyce Clemens
575-396-2844



KTUM



KWMW



KIDX



KNMB



KRUI

MTD RADIO PROPOSAL



KTUM-FM B107 The Blaze – Top 40 music format
KWMW-FM Your Country W105 – Country Music Format
KNMB Mix 96.7 – Hot AC/Pop Music
KIDX-FM 101.5 The Kid – Classic Rock

*Rates based on :30-second commercials, 6am-7pm

LIGHT COVERAGE:

3-commercials per day 7-days prior to each show
½ Paid, ½ Nonprofit Matching from Stations
22-Ads per show, per station - Cost per station \$110 + tax
Total Cost per show: \$440 + tax
Annual Cost: \$1760 + tax

MEDIUM COVERAGE:

6-commercials per day 7-days prior to each show
½ Paid, ½ Nonprofit Matching from Stations
42-Ads per show, per station, Cost \$210 + tax
Total Cost per show: \$840 + tax
Annual Cost: \$3360 + tax

HEAVY COVERAGE:

9-commercials per day 7-days prior to each show
½ Paid, ½ Nonprofit Matching from Stations
62-Ads per show, per station, Cost \$310 + tax
Total Cost per show: \$1240 + tax
Annual Cost: \$4960 + tax

ADDED VALUE TO INCLUDE:

- FREE DJ Live Reads
- Social Media Promotions
- On Air Interviews and Giveaways (if applicable)

lori@mtdradio.com

916 W. Ave D, Lovington NM 88260

c 575-390-3569





619 N Turner St. Hobbs, NM 88240 575-397-4969

2021-2022 Proposed Advertising Schedule

Southwest Symphony

This proposal is for advertising on the four English language radio stations in Hobbs.

KIXN-FM (Country)

KZOR-FM (Adult Contemporary)

KLEA-FM (Kool 95.7 – Classic Hits)

KEJL AM-FM (Classic Rock)

Proposed Schedule: For each of seven concerts, 2021-2022 season.

30 30-second ads on each of four radio stations prior to each of the seven concerts. \$180.00 per concert, per station.

4-station total: \$720 per concert plus \$49.05 tax.

Total: Four Station, seven concert season: \$5,383.35

If you have any questions, please let me know.

Al Lobeck

Certified Radio Marketing Consultant

575-390-0648

3/3/21

NOTE: RE: Gross Receipts Tax. The only exceptions to GRT that we have been able to identify are: 1) If the buyer is out-of-state, and has no NM locations, 2) If the buyer is purchasing goods or services for resale.



619 N Turner St. Hobbs, NM 88240 575-397-4969

2021-2022 Proposed Virtual Advertising Schedule

Southwest Symphony

This proposal is for advertising on the four English language radio stations in Hobbs.

KIXN-FM (Country)

KZOR-FM (Adult Contemporary)

KLEA-FM (Kool 95.7 – Classic Hits)

KEJL AM-FM (Classic Rock)

Proposed Schedule: For each of seven virtual concerts, 2021-2022 season.

15 30-second ads on each of four radio stations prior to each of the seven concerts. \$105.00 per concert, per station.

4-station total: \$420 per concert plus \$28.62 tax. (\$448.62)

Total: Four Station, seven concert season: \$3,140.34

If you have any questions, please let me know.

Al Lobeck

Certified Radio Marketing Consultant

575-390-0648

3/3/21

NOTE: RE: Gross Receipts Tax. The only exceptions to GRT that we have been able to identify are: 1) If the buyer is out-of-state, and has no NM locations, 2) If the buyer is purchasing goods or services for resale.



Simply Design Studio and Print Shop, LLC

1401 N Turner St Ste 10

Hobbs, NM 88240

575-408-8274

info@simplyprintshop.com

www.simplyprintshop.com

Estimate

ADDRESS

Southwest Symphony

Southwest Symphony

ESTIMATE # 1086

DATE 03/16/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Brochures	Double Sided Full color, 8.5"x11" Tri fold, bleed, folding	1,000	0.35	350.00
	Rack Card	Mailed with Brochure, Rack Card for return form	1,000	0.13	130.00
	Tickets	Full color, 2"x5.5" one sided, stapled, perforation, ticket booklets	500	0.89	445.00
	Tickets	Individual tickets, 3.5"x2" one side, glossy cards	250	0.30	75.00
	Postcards	Direct Mailer Postcards	1,000	0.32	320.00
	Booklets	8.5"x5.5" Full Color Program Insert 12 pages - 200 at \$2.00 300 at \$1.80 350 at \$1.65 16 pages - 200 at \$2.30 300 at \$2.10 350 at \$1.95	1,000	2.10	2,100.00
	Banner	Pop Up Banners 33"x79"	2	120.00	240.00
	Posters	Full color, 8.5"x11" posters 100 at \$1.00 each 200 at \$.85 each 250 at \$.75 each	100	1.00	100.00

TOTAL

\$3,760.00

United Way Of Lea County

"3rd Annual United Way's ProjectYou Concert Kick Off to Campaign "



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2021 - 06/30/2022

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

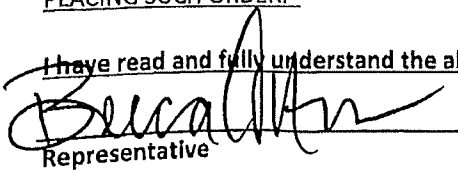
Eligible	Non-Eligible
Professional Performance Fees	Administrative Office Overhead
Sound and Lighting as Related to Performance	Website Costs
Advertising/Promotion Items	Real Property
Sanitation	Tangible Property
Sanction Fees	

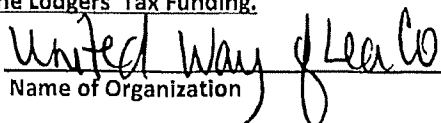
For internal control purposes of lodgers' tax funds, the organization must provide valid proof of expenditures and contracts. Cash transactions by the organization (eg: cash currency payments to individuals) will not be considered valid. All invoices and contracts must be legible. The Finance Department may ask the organization to provide a W-9 for a vendor, cleared check, bank statement or other documentation to determine whether or not the transaction is valid for lodgers' tax. **Note: If cancellation of an event results in a refund of any deposit, this refund must be returned to the City of Hobbs Lodgers' Tax Fund.**

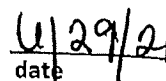
2. The organization requesting Lodgers' Tax funding shall designate a representative to serve in the capacity of spokesperson for that organization. The representative or designee must make all attempts to attend the Lodgers' Tax meeting or City Commission meeting as appropriate when requesting funding to answer questions.
3. All Requests for Proposal's (RFP's) for Lodgers' Tax **annual** funding must be received by **March 19th, 2021**. (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. Event Summaries from prior year funding will be required during the annual presentation process. Event summaries should include the number in attendance, the number of overnight stays and the actual revenue and expenditures. **Any unspent funding at the end of the funding cycle (05/01/2021-06/30/2022) will revert back to the City of Hobbs Lodgers' Tax Fund. Expenses will NOT be reimbursed after August 31, 2022.**
6. In addition to the above listed criteria, organizations requesting funding may be asked to provide 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 or Liability Insurance 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.


 Representative


 Name of Organization


 date



United Way of Lea County

June 25, 2021

To: City Of Hobbs Commission
Lodgers' Tax Board
Hobbs, NM 88240

From: Becca Titus, CEO
United Way of Lea County
320 N. Shipp Ste B
Hobbs, NM 88240

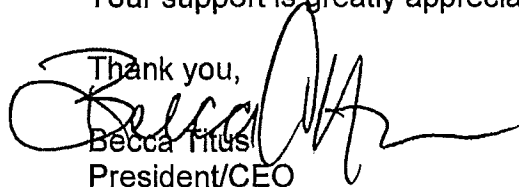
Subject: Lodger's Tax Request \$88,500

United Way of Lea County is pleased to announce the 3rd annual United Way Benefit Concert here at the Hobbs Industrial Air Park on Saturday, October 16, 2021. All proceeds will go to the 2022 United Way Campaign and directly to our Allocated Partner Agencies.

Our goal for 2021 is to sell 4000 tickets here in Lea County and surrounding communities. We expect to sell hundreds of tickets outside of Lea County potentially placing Heads-In-Beads the evening of the show.

This concert is made in part by the generous support of the JF Maddox Foundation and Hobbs Jaycees/Hobbs Chamber of Commerce totaling \$65,000. In our best efforts to make this concert a success, we are requesting the assistance of the Lodgers' Tax in the amount of \$88,500 for sound, lighting and staging, along with advertising and promotion all related to the performance.

Your support is greatly appreciated!!!

Thank you,

Becca Titus
President/CEO
United Way of Lea County

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

Organization	United Way of Lea County
Name of Contact	Becca Titus
Address	320 N. Shipp
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	575-631-2985
email	director@uwolc.org

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships	40,000.00					40,000.00
	Sales	147,200.00					147,200.00
	Donations						-
	Prior Year Carryover						-
	Other (please explain)	65,000.00	(JF Maddox Foundation Grant Hobbs Jaycees/Hobbs Ch)				65,000.00
	Total Income	252,200.00	-	-	-	-	-
		Event 1	Event 2	Event 3	Event 4	Event 5	Total
EXPENSE (NON- LODGERS' TAX	Cost of Sales Items						-
	Cost of Awards						-
	Building/Booth Rent						-
	Advertising	5,000.00					5,000.00
	Printing & Mailing						-
	Print Media						-
	Electronic Media	2,500.00	Video Commercials; Social Media				2,500.00
	Misc. (Please explain)	85,500.00	Performance Fees & Insurance				85,500.00
		105,000.00	Stage/Sound/Lighting/Rigging				105,000.00
		3,000.00	Security				3,000.00
Total NON- LODGERS' Exp.	201,000.00	-	-	-	-	-	201,000.00

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	500.00	-	-	-	-	500.00
Print Media	100.00	-	-	-	-	100.00
Electronic Media	900.00	-	-	-	-	900.00
Other	87,000.00	-	-	-	-	87,000.00
TOTAL LODGERS' TAX REQ. SUMMARY	88,500.00	-	-	-	-	88,500.00

LODGERS'
TAX

Instructions: Please complete all areas of BLUE that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

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

Organization	United Way of Lea County
Name of Contact	Becca Titus
Address	320 N. Shipp
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	575-631-2985
email	director@uwolc.org

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships	40,000.00					40,000.00
	Sales	147,200.00					147,200.00
	Donations						-
	Prior Year Carryover						-
	Other (please explain)	65,000.00	(JF Maddox Foundation Grant Hobbs Jaycees/Hobbs Ch)				65,000.00
	Total Income	252,200.00	-	-	-	-	-
		Event 1	Event 2	Event 3	Event 4	Event 5	Total
EXPENSE (NON- LODGERS' TAX	Cost of Sales Items						-
	Cost of Awards						-
	Building/Booth Rent						-
	Advertising	5,000.00					5,000.00
	Printing & Mailing						-
	Print Media						-
	Electronic Media	2,500.00	Video Commercials; Social Media				2,500.00
	Misc. _____ (Please explain)	85,500.00	Performance Fees & Insurance				85,500.00
		105,000.00	Stage/Sound/Lighting/Rigging				105,000.00
	3,000.00	Security				3,000.00	
Total NON- LODGERS' Exp.	201,000.00	-	-	-	-	-	201,000.00

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	500.00	-	-	-	-	500.00
Print Media	100.00	-	-	-	-	100.00
Electronic Media	900.00	-	-	-	-	900.00
Other	87,000.00	-	-	-	-	87,000.00
TOTAL LODGERS' TAX REQ. SUMMARY	88,500.00	-	-	-	-	88,500.00

LODGERS'
TAX

Instructions: Please complete all areas of BLUE that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

Lodgers' Tax Budget - Event Number 1 Event Information

Name of Event	3rd Annual United Way's ProjectYou Concert-Kick off to Campaign		
Date	Tentatively 10/16/2021		
Location	HIAP		
Description	United Way's Kick-Off to Campaign Concert to Benefit Non-Profits In Lea County		

Expected Attendance	3000-4000	# of Overnighters	300
Is this an annual event?	yes	Is this a new event?	no

PRINTING

	Cost	Quantity	Total		Cost	Quantity	Total
	Posters (save-the-date)	500.00	1		500.00	Flyers	
Programs			-	Tickets			-
SUBTOTAL			500.00	SUBTOTAL			-
Mailings			-	TOTAL PRINTING COSTS			500.00

PRINT MEDIA

	Name	# of ads	Cost	Total
	Newspaper	Hobbs News Sun	1	100.00
SUBTOTAL				100.00
	Name	# of ads	Cost	Total
	Magazine/Other			-
SUBTOTAL				-
TOTAL PRINT MEDIA				100.00

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
	Radio	B107	1	300.00
W105		1	300.00	300.00
Television				-
Social Media	Facebook boosts	1	300.00	300.00
TOTAL ELECTR. MEDIA				900.00

OTHER EXPENSE

	Name	# of Item	Cost	Total
Professional Performance Fees				-
Sound and Lighting Costs	Zach Crisp Epic Center Productions	1	84,000.00	84,000.00
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)				-
Other: (please list): Artist's Flight	Willie Jones' flight	1	3,000.00	3,000.00
				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				87,000.00

TOTAL REQUEST FOR EVENT 1

88,500.00

Instructions: Please complete all areas of BLUE that apply.

Hobbs Chamber of Commerce

"Hobbs August Nites"
"Hobbs Holiday Tournament"
"feBREWary fest/Corks & Kegs"



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2021 - 06/30/2022

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
Sound and Lighting as Related to Performance	Website Costs
Advertising/Promotion Items	Real Property
Sanitation	Tangible Property
Sanction Fees	

For internal control purposes of lodgers' tax funds, the organization must provide valid proof of expenditures and contracts. Cash transactions by the organization (eg: cash currency payments to individuals) will not be considered valid. All invoices and contracts must be legible. The Finance Department may ask the organization to provide a W-9 for a vendor, cleared check, bank statement or other documentation to determine whether or not the transaction is valid for lodgers' tax. **Note: If cancellation of an event results in a refund of any deposit, this refund must be returned to the City of Hobbs Lodgers' Tax Fund.**

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 19th, 2021**. (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. Event Summaries from prior year funding will be required during the annual presentation process. Event summaries should include the number in attendance, the number of overnight stays and the actual revenue and expenditures. **Any unspent funding at the end of the funding cycle (05/01/2021-06/30/2022) will revert back to the City of Hobbs Lodgers' Tax Fund. Expenses will NOT be reimbursed after August 31, 2022.**
6. In addition to the above listed criteria, organizations requesting funding may be asked to provide 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 or Liability Insurance 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.

Patricia A. Collins
 Representative

Hobbs Chamber of Commerce, Inc.
 Name of Organization

19-Mar-21
 date

Received at City Hall:
 (date and time)

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

Organization	Hobbs Chamber of Commerce
Name of Contact	Patty Collins
Address	400 N. Marland Blvd
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	575-3973203
email	executive@hobbschamber.org

Event Budget

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income						
Sponsorships	5,000.00	2,000.00	3,000.00			10,000.00
Sales	-	750.00	18,550.00			19,300.00
Donations						-
Prior Year Carryover						-
Other (please explain)						-
Total Income	5,000.00	2,750.00	21,550.00	-	-	29,300.00

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
EXPENSE (NON-LODGERS' TAX)						
Cost of Sales Items	800.00	1,200.00	1,500.00			3,500.00
Cost of Awards	750.00		1,750.00			2,500.00
Building/Booth Rent	5,500.00		5,500.00			11,000.00
Advertising	1,000.00	1,000.00	1,000.00			3,000.00
Printing & Mailing						-
Print Media						-
Electronic Media						-
Misc. (Please explain)			800.00			800.00
Box office cost						
Mileage to teams		5,000.00				5,000.00
						-
Total NON- LODGERS' Exp.	8,050.00	7,200.00	10,550.00	-	-	25,800.00

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	426.00	6,400.00	282.50	-	-	7,108.50
Print Media	732.57	2,277.00	2,676.38	-	-	5,685.95
Electronic Media	3,174.50	4,462.50	7,222.50	-	-	14,859.50
Other	15,500.00	4,025.00	2,000.00	-	-	21,525.00
TOTAL LODGERS' TAX REQ. SUMMARY	19,833.07	17,164.50	12,181.38	-	-	49,178.95

LODGERS'
TAX

Instructions: Please complete all areas of BLUE that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	Hobbs August Nites
Date	August 21 or 28, 2021
Location	Hobbs, New Mexico (actual site will depend on health orders)
Description	Hobbs August Nites has been an extremely well received event in Hobbs, bringing in tourists from Texas, Colorado, and other states. With the current restrictions, we hope to be able to provide entertainment, again partnering with RoadRunner Antique Car Club, that will once again attract tourists to spend the night, shop, and eat in our community. We feel by having Battle of the Bands, most people will stay for the band

Expected Attendance <small>Mass gatherings limit: 150 persons,</small>	500	# of Overnights	100
Is this an annual event?	yes	Is this a new event?	no

PRINTING

	Cost	Quantity	Total		Cost	Quantity	Total	
Posters (save-the-date)	0.75	100	75.00	Flyers Tickets	0.40	750	300.00	
Programs			-					-
SUBTOTAL			75.00		SUBTOTAL			300.00
Mailings	0.51	100	51.00		TOTAL PRINTING COSTS		426.00	

PRINT MEDIA

	Name	# of ads	Cost	Total
Newspaper	Local HSN/statewide	5	92.39	461.95
	Texas Market	2	135.31	270.62
	SUBTOTAL			732.57
	Name	# of ads	Cost	Total
Magazine/Other				-
				-
	SUBTOTAL			-
TOTAL PRINT MEDIA				732.57

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
Radio	Local/statewide	88	11.50	1,012.00
	Texas and other market	175	11.50	2,012.50
Television				-
Social Media	FaceBook	30	5.00	150.00
				-
TOTAL ELECTR. MEDIA				3,174.50

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees	Various local artists (battle of bands)	5	500.00	2,500.00
Sound and Lighting Costs	Sound/Stage - four hours	1	10,000.00	10,000.00
Sanction Fees				-
Promotional Items (eg: t-shirts, rings, etc.)	t-shirts to give away	250	12.00	3,000.00
Other: (please list)				-
				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				15,500.00

TOTAL REQUEST FOR EVENT 1

19,833.07

Instructions: Please complete all areas of BLUE that apply.

Lodgers' Tax Budget - Event Number 2

Event Information

Name of Event	Hobbs Holiday Tournament						
Date	December 27, 28, 29, 2021						
Location	Tasker Arena						
Description	Top ranked basketball tournament that normally fills Tasker Arena to capacity. Invited teams: Boys Hobbs, Las Cruces, Gallup, EP Montwood, Artesia, RR Cleveland, EP Canutillo, Las Vegas Spring Valley; Girls Hobbs, Las Cruces, EP Pebble Hills, EP Canutillo, Farmington, Grants, EP Eldorado, Las Vegas Spring Valley						
Expected Attendance	3500	# of Overnighters	530				
Is this an annual event?	Yes	Is this a new event?	No				
PRINTING							
Posters (save-the-date)	Cost	Quantity	Total	Flyers Tickets	Cost	Quantity	Total
			-				
Programs	12.80	500	6,400.00				-
	SUBTOTAL		6,400.00		SUBTOTAL		-
Mailings	Cost	Quantity	Total		TOTAL PRINTING COSTS		6,400.00
			-				
PRINT MEDIA							
Newspaper	Name	# of ads	Cost		Total		
	Local - Lea County	10	92.39		923.90		
	Out of area - over 60 miles	10	135.31		1,353.10		
	SUBTOTAL				2,277.00		
Magazine/Other	Name	# of ads	Cost		Total		
					-		
					-		
	SUBTOTAL				-		
TOTAL PRINT MEDIA					2,277.00		
ELECTRONIC MEDIA							
Radio	Name	# of spots	Cost		Total		
	Local/statewide	175	11.50		2,012.50		
Television	Texas and other market	200	11.50		2,300.00		
					-		
Social Media	FaceBook	30	5.00		150.00		
					-		
TOTAL ELECTR. MEDIA					4,462.50		
OTHER EXPENSE							
	Name	# of item	Cost		Total		
Professional Performance Fees					-		
Sound and Lighting Costs					-		
Sanction Fees					-		
Promotional Items (eg: tshirts, rings, etc.)	T-shirts for players and coaches	350	11.50		4,025.00		
Other: (please list)					-		
					-		
					-		
					-		
					-		
					-		
TOTAL OTHER EXPENSE					4,025.00		
TOTAL REQUEST FOR EVENT 2					17,164.50		

Instructions: Please complete all areas of BLUE that apply.

Lodgers' Tax Budget - Event Number 3 Event Information

Name of Event	feBREWary fest / Corks & Kegs
Date	February 19 or 26, 2022
Location	Lea County Event Center
Description	Local festival featuring NM breweries and wineries. This festival attracts not only Lea County residents, but people from other communities and states that thrive on this type of event for entertainment. Tippy Taxi will be asked to once again provide safe rides.

Expected Attendance	800	# of Overnigheters	100
Is this an annual event?	Yes	Is this a new event?	No

PRINTING

	Cost	Quantity	Total		Cost	Quantity	Total
Posters (save-the-date) Programs	3.25	50	162.50	Flyers Tickets	0.40	300	120.00
			-				
	SUBTOTAL				120.00		
Mailings			-		TOTAL PRINTING COSTS		
							282.50

PRINT MEDIA

	Name	# of ads	Cost	Total
Newspaper	Local/county wide	7	92.39	646.73
	out of county/Texas Market	15	135.31	2,029.65
	SUBTOTAL			2,676.38
Magazine/Other				-
				-
	SUBTOTAL			-
TOTAL PRINT MEDIA				2,676.38

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
Radio	Local/statewide	215	11.50	2,472.50
	Texas and other market	400	11.50	4,600.00
Television				-
Social Media	FaceBook	30	5.00	150.00
				-
TOTAL ELECTR. MEDIA				7,222.50

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees	DJ	1	1,500.00	1,500.00
Sound and Lighting Costs	Sound	1	500.00	500.00
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)				-
Other: (please list)				-
				-
				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				2,000.00

TOTAL REQUEST FOR EVENT 3

12,181.38

Instructions: Please complete all areas of BLUE that apply.

Cycle City Promotions

"Kicker Monster Truck Show"

"Kicker Arenacross Show"



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2021 - 06/30/2022

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Eligible	Non-Eligible
Professional Performance Fees Sound and Lighting as Related to Performance Advertising/Promotion Items Sanitation Sanction Fees	Administrative Office Overhead Website Costs Real Property Tangible Property

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- Proof of agency good standing with the NM Corporation Commission
- Proof of Workers-Comp or Liability Insurance Coverage

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

Tod Hammock
Representative

Cycle City Promotions
Name of Organization

6/28/2021
date

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	Kicker Monster Truck Show		
Date	March 4 & 5, 2022		
Location	Lea County Event Center		
Description	Indoor Monster Truck Show with various ancillary acts. Out of town performers and competitors, plus regional spectators will be attending. Requiring multiple days lodging.		

Expected Attendance	6000	# of Overnights	800	
Is this an annual event?	yes	Is this a new event?	no	

PRINTING

	Cost	Quantity	Total		Cost	Quantity	Total
	Posters (save-the-date)	1.00	400		400.00	Flyers	1.00
Programs			-	Tickets			-
SUBTOTAL			400.00	SUBTOTAL			200.00
Mailings			-	TOTAL PRINTING COSTS			600.00

PRINT MEDIA

	Name	# of ads	Cost	Total
	Newspaper	Hobbs News Sun	2	250.00
Lovington Leader		10	50.00	500.00
SUBTOTAL				1,000.00
	Name	# of ads	Cost	Total
	Magazine/Other			-
SUBTOTAL				-
TOTAL PRINT MEDIA				1,000.00

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
	Radio	KLMA	100	10.00
Carlsbad Radio, Noalmark & MTD		800	7.50	6,000.00
Television	KOBR TV	40	62.50	2,500.00
	Comcast Cable	100	25.00	2,500.00
Social Media	Facebook, Instagram, Google Ads	7	300.00	2,100.00
				-
TOTAL ELECTR. MEDIA				14,100.00

OTHER EXPENSE

	Name	# of Item	Cost	Total
Professional Performance Fees	Professional Entertainers	6	4,800.00	28,800.00
Sound and Lighting Costs	ATV Performers	8	400.00	3,200.00
Sanction Fees	Sound	1	1,500.00	1,500.00
Promotional Items (eg: tshirts, rings, etc.)				-
Other: (please list)				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				33,500.00

TOTAL REQUEST FOR EVENT 1

49,200.00

Instructions: Please complete all areas of BLUE that apply.

Request for Lodgers' Tax Assistance
Contact Information

Organization	Cycle City Promotions
Name of Contact	Tod Hammock
Address	10711 S Holley Street
City, State Zip	Jenks, Oklahoma 74037
Phone#/Fax#	918-629-9930
email	todhammock@gmail.com

Event Budget

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income						
Sponsorships	2,000.00	2,000.00				4,000.00
Sales	49,500.00	29,400.00				78,900.00
Donations						-
Prior Year Carryover						-
Other (please explain)						-
Total Income	51,500.00	31,400.00	-	-	-	82,900.00

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
EXPENSE (NON-LODGERS' TAX)						
Cost of Sales Items						-
Cost of Awards	2,500.00	2,500.00				5,000.00
Building/Booth Rent	11,000.00	14,500.00				25,500.00
Advertising						-
Printing & Mailing						-
Print Media						-
Electronic Media						-
Misc. staffing	9,500.00	9,800.00				19,300.00
(Please explain) lodging	3,000.00	3,000.00				6,000.00
equipment	1,500.00	2,500.00				4,000.00
Total NON- LODGERS' Exp.	27,500.00	32,300.00	-	-	-	59,800.00

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	600.00	6,800.00	-	-	-	7,400.00
Print Media	1,000.00	2,700.00	-	-	-	3,700.00
Electronic Media	14,100.00	12,220.00	-	-	-	26,320.00
Other	33,500.00	28,700.00	-	-	-	62,200.00
TOTAL LODGERS' TAX REQ. SUMMARY	49,200.00	50,420.00	-	-	-	99,620.00

LODGERS'
TAX

Instructions: Please complete all areas of BLUE that apply. Lodgers' Tax Budget Summary must reconcile to Event Details

Lodgers' Tax Budget - Event Number 2

Event Information

Name of Event	Kicker Arenacross Show
Date	February 11 & 12, 2022
Location	Lea County Event Center
Description	Kicker Arenacross is an off-road motorcycle racing competition, occurring in top arenas across the country, with dirt brought in and man-made tracks designed using construction equipment. The nation's most elite racers compete in what some tout to be the most physically demanding sport ever. Both amateur and professional competitors travel the country following the Kicker.

Expected Attendance	5000	# of Overnighters	1600
Is this an annual event?	Yes	Is this a new event?	no

PRINTING

	Cost	Quantity	Total		Cost	Quantity	Total
Posters (save-the-date) Programs	1.00	400	400.00	Flyers Tickets	1.60	4,000	6,400.00
			-				
	SUBTOTAL				SUBTOTAL		
	400.00				6,400.00		
Mailings			-	TOTAL PRINTING COSTS			
			-				
6,800.00							

PRINT MEDIA

	Name	# of ads	Cost	Total
Newspaper	Hobbs News Sun	2	350.00	700.00
				-
SUBTOTAL				700.00
	Name	# of ads	Cost	Total
Magazine/Other	Cycle News	2	1,000.00	2,000.00
				-
SUBTOTAL				2,000.00
TOTAL PRINT MEDIA				2,700.00

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
Radio	8 stations purchased	7000	0.86	6,020.00
				-
Television	Comcast Cable & KOBR	200	25.00	5,000.00
				-
Social Media	Facebook, Instagram, OTT digital	6	200.00	1,200.00
				-
TOTAL ELECTR. MEDIA				12,220.00

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees	Freestyle Motocross entertainers	4	4,000.00	16,000.00
Sound and Lighting Costs	sound	1	1,500.00	1,500.00
Sanction Fees	AMA sanction fees	2	600.00	1,200.00
Promotional Items (eg: tshirts, rings, etc.)				-
Other: (please list)	Professional riders pro purse	1	10,000.00	10,000.00
				-
				-
				-
				-
TOTAL OTHER EXPENSE				28,700.00

TOTAL REQUEST FOR EVENT 2

50,420.00

Instructions: Please complete all areas of BLUE that apply.

Hobbs Airfield Speedway, LLC

“Flash Light Cash Days”



City of Hobbs
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from 05/01/2020 - 06/30/2021

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Professional Performance Fees	Administrative Office Overhead
Sound and Lighting as Related to Performance	Website Costs
Advertising/Promotion Items	Real Property
Sanitation	Tangible Property
Sanction Fees	

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3. All Requests for Proposal's (RFP's) for Lodgers' Tax **annual** funding must be received by **March 20, 2020**. (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. Event Summaries from prior year funding will be required during the annual presentation process. Event summaries should include the number in attendance, the number of overnight stays and the actual revenue and expenditures. **Any unspent funding at the end of the funding cycle (05/01/2020-06/30/2021) will revert back to the City of Hobbs Lodgers' Tax Fund. Expenses will NOT be reimbursed after August 31, 2021.**
6. In addition to the above listed criteria, organizations requesting funding may be asked to provide 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 or Liability Insurance 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.

Jamal R. Anwarad
 Representative

Hobbs Airfield Speedway LLC
 Name of Organization

7-8-21
 date

Received at City Hall:
 (date and time)

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

Organization	Hobbs Airfield Speedway, LLC
Name of Contact	Jamal R. Awwad
Address	529 W. Gold Avenue
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	575-631-5099
email	saturday5312@yahoo.com

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships	-					-
	Sales	8,500.00					8,500.00
	Donations	-					-
	Prior Year Carryover	-					-
	Other (please explain)	-					-
	Total Income	8,500.00	-	-	-	-	-

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
EXPENSE (NON- LODGERS' TAX	Cost of Sales Items	2,150.00					2,150.00
	Cost of Awards	5,000.00					5,000.00
	Building/Booth Rent						-
	Advertising						-
	Printing & Mailing						-
	Print Media						-
	Electronic Media						-
	Misc. _____ (Please explain)						-
							-
	Total NON- LODGERS' Exp.	7,150.00	-	-	-	-	-

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	-	-	-	-	-	-
Print Media	-	-	-	-	-	-
Electronic Media	5,150.00	-	-	-	-	5,150.00
Other	-	-	-	-	-	-
TOTAL LODGERS' TAX REQ. SUMMARY	5,150.00	-	-	-	-	5,150.00

LODGERS'
TAX

Lodgers' Tax Budget - Event Number 1 Event Information

Name of Event	Flash light Cash Days
Date	9-18-2021
Location	5333 N. A, Hobbs NM 88240
Description	Flash Light Race

Expected Attendance	500	# of Overnighters	200	
Is this an annual event?	Yes	Is this a new event?	Yes	

PRINTING

	Posters (save-the-date)			Flyers Tickets	Programs		
	Cost	Quantity	Total		Cost	Quantity	Total
			-			0.00	
			-			-	
	SUBTOTAL				SUBTOTAL		
			-			-	
	Cost	Quantity	Total	TOTAL PRINTING COSTS			
Mailings			-			-	

PRINT MEDIA

	Newspaper		Cost	Total
	Name	# of ads		
				-
				-
	SUBTOTAL			-
	Name	# of ads	Cost	Total
Magazine/Other				-
				-
	SUBTOTAL			-
TOTAL PRINT MEDIA				-

ELECTRONIC MEDIA

	Radio		Cost	Total
	Name	# of spots		
	W105 Lovington, NM 88260	2 months	1,200.00	1,200.00
	BuySpot LLC	1	450.00	450.00
Television				-
				-
Social Media	Starting Line Marketing, LLC	1	3,500.00	3,500.00
				-
TOTAL ELECTR. MEDIA				5,150.00

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees				-
Sound and Lighting Costs				-
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)				-
Other: (please list)				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				-

TOTAL REQUEST FOR EVENT 1	5,150.00
----------------------------------	-----------------

(No Subject)

From: jamal awwad (saturdays312@yahoo.com)

To: saturdays312@yahoo.com

Date: Tuesday, June 22, 2021, 09:51 PM MDT

April, 24 2021
Event
street out laws



[Sent from Yahoo Mail for iPhone](#)

(No Subject)

From: jamal awwad (saturdays312@yahoo.com)

To: saturdays312@yahoo.com

Date: Tuesday, June 22, 2021, 09:51 PM MDT

March, 7th 2021
Limpy's Event



[Sent from Yahoo Mail for iPhone](#)



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 19, 2021

SUBJECT: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH LEA COUNTY FOR AIRLINE SUBSIDY FOR FY 21-22

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: July 13, 2021
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary: This resolution authorizes the Mayor to execute a Memorandum of Understanding ("MOU") with Lea County detailing the terms and responsibilities of the entities' joint requirements for the airline subsidy. The City of Hobbs and Lea County will provide subsidy funding up to \$1.15 million dollars each for the service pursuant to the attached MOU between the City and County.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The funding will be approved in the FY 21-22 final budget.

Attachments:

Resolution;
MOU between the City and County (FY 21-22)

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

The Commission should consider the Resolution.

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7075

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A MEMORANDUM OF UNDERSTANDING WITH
LEA COUNTY FOR AIRLINE SUBSIDY FOR FY 21-22

WHEREAS, the City of Hobbs and Lea County will provide airline subsidy funding up to \$1.15 million dollars each pursuant to a Memorandum of Understanding between the City of Hobbs and Lea County as attached herein; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and is hereby directed to execute a Memorandum of Understanding with Lea County for Airline Subsidy for FY 21-22.

PASSED, ADOPTED AND APPROVED this 19th day of July, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN
LEA COUNTY, NEW MEXICO AND THE
CITY OF HOBBS**

This Memorandum of Understanding is made this 19th day of July, 2021, by and between the City of Hobbs (*hereinafter* "CITY") and Lea County, New Mexico (*hereinafter* "COUNTY").

PURPOSE

The purpose of this agreement is to memorialize the terms and agreement between the CITY and COUNTY regarding their funding of airline subsidy for FY 21-22. CITY and COUNTY agree to cooperate as outlined in this Memorandum of Understanding.

WHEREAS, the CITY and COUNTY agree that a major airline service in Lea County provides a significant economic benefit to Lea County; and

WHEREAS, a major airline service to Lea County provides efficient transportation for its citizens and businesses; and

WHEREAS, a major airline service in Lea County is required in the recruitment of new businesses and maintaining existing businesses; and

WHEREAS, the Economic Development Corporation of Lea County ("EDC") has negotiated and obtained an agreement with United Airlines ("UNITED") to provide regular jet air service to and from Hobbs, NM; and

WHEREAS, the agreement requires subsidy payments from the CITY and COUNTY, if necessary, to maintain the air service; and

WHEREAS, the CITY and COUNTY desire to jointly fund any required subsidy.

NOW THEREFORE, the CITY and COUNTY agree as follows:

SUBSIDY FUNDING

1. CITY and COUNTY agree to budget and share equally the costs of subsidy funding for FY 21-22.
2. The subsidy shall not exceed \$1.15 million dollars in the aggregate for each entity.

3. At the conclusion of each quarter, UNITED will provide an accounting to EDC determining subsidy requirements. CITY and COUNTY shall monitor and confirm the subsidy amounts.

4. Each entity shall pay one-half of each of the four (4) quarterly required subsidy payments.

MERGER OF AGREEMENT

This agreement incorporates all 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 Agreement. No prior statements, representations, promises or agreement of understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

SOVEREIGN IMMUNITY

CITY and COUNTY and their public employees (as defined in the New Mexico Tort Claims Act) do not waive sovereign immunity, do not waive any defense(s), and/or do not waive any limitation(s) pursuant to the New Mexico Tort Claims Act. No provision in the Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to CITY and COUNTY and their public employees.

LIABILITY

Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act.

THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Agreement to maintain, pursuant to the provisions of the Agreement, a suit of any nature, including but not limited to suits alleging wrongful death, bodily and/or personal injury to person(s), damages to property(ies), and/or any cause of action.

INSURANCE

Both CITY and COUNTY shall maintain liability insurance or qualify as a self-insured entity, as required by law.

TERM

This Memorandum of Understanding shall continue in full force and effect, for the four required quarterly payments to UNITED. Nothing in this agreement guarantees future airline subsidy funding by either entity beyond what this agreement contemplates.

SEVERABILITY

If any provision of this Memorandum of Understanding is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

NO ORAL MODIFICATION

The forgoing constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties. Amendments and alterations to this agreement after execution may only be made in writing signed by both parties.

GOVERNING LAW

This Memorandum of Understanding shall be construed in accordance with the laws of the State of New Mexico.

EFFECTIVE DATE

This Memorandum of Understanding shall be in full force and effect upon execution and approval of the parties hereto.

ATTEST:

LEA COUNTY, NEW MEXICO

BY: _____
Rebecca Long,
Lea County Chair

Date: _____

ATTEST:

CITY OF HOBBS

BY: _____
Sam Cobb,
Mayor

Date: _____

Approved as to Form:

By: _____
John W. Caldwell
County Attorney

Date: _____

By: _____
Efren A. Cortez
City Attorney

Date: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 19, 2021

SUBJECT: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY FOR AIRLINE SUBSIDY FY21-22

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: July 13, 2021
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary: This resolution authorizes the Mayor to execute a Professional Services Agreement with the Economic Development Corporation of Lea County (EDC) to encompass all funding lines to the EDC.

- Pursuant to a Memorandum of Understanding with Lea County, the City and County will each provide a subsidy up to \$1.15 million dollars for the jet airline services.
The City of Hobbs will provide an additional \$150,000.00 for marketing Fly Hobbs (via Lodger's Tax).
Additionally, on July 06, 2021, the Commission approved Resolution No. 7067, authorizing FY 21-22 funding appropriations for EDC for operations, special projects, and retail recruitment in the amount of \$275,000.00.
This Professional Services Agreement would encompass both the Airline Subsidy and marketing (\$1.3 million) and the funds for operations, special projects, and retail recruitment (\$275,000.00).

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The funding will be approved in the 2021-22 final budget. Aside from the \$275,000.00 appropriated for operations, special projects, and retail recruitment, the breakdown of the proposed \$1.3 Million fund allocation is: \$1,150,000.00 (General Fund) and \$150,000.00 (Lodger's Tax).

Attachments:

Resolution;
Professional Services Agreement between the City and EDC.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

The Commission should consider the Resolution.

Approved For Submittal By:

[Signature] Department Director
[Signature] City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7076

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A PROFESSIONAL SERVICES AGREEMENT WITH
ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY
FOR FY 21-22

WHEREAS, the Economic Development Corporation of Lea County (EDC) agrees to negotiate and obtain a jet airline service to and from Hobbs, NM; and

WHEREAS, the City of Hobbs and Lea County will provide Airline Subsidy funding up to \$1.15 million dollars each pursuant to a Memorandum of Understanding between the City of Hobbs and Lea County; and

WHEREAS, the City of Hobbs and EDC agree that \$150,000.00 is needed to effectively market the airline through the Fly Hobbs campaign, and thus the total Airline Subsidy for the City of Hobbs will be \$1.3 million dollars for FY 21-22; and

WHEREAS, the EDC has negotiated a provision that the airline provides competitive fees for regional destination points and seeks expansion of the service where possible; and

WHEREAS, in July 06, 2021, the City Commission previously approved Resolution No. 7067 authorizing FY21-22 funding appropriations for EDC for operations, special projects, and retail recruitment in the amount of \$275,000.00; and

WHEREAS, the parties seek to enter into a single agreement which encompasses all funds allocated to EDC from the City of Hobbs for FY 21-22.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and is hereby directed to execute a

Professional Services Agreement with Economic Development Corporation of Lea County for FY 21-22.

PASSED, ADOPTED AND APPROVED this 19th day of July, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

PROFESSIONAL SERVICES AGREEMENT
CITY OF HOBBS – ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY

FY 2021-2022

WHEREAS, NMSA 1978, §3-17-1, provides that cities are granted those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the City and its inhabitants; and

WHEREAS, the City Commission of the City of Hobbs, Lea County, New Mexico, has determined that the services to be provided by the contracting party pursuant to this Agreement are needed by certain segments of the population of the City and are necessary to contribute to the quality of life of the citizens of the City of Hobbs; and

WHEREAS, the City of Hobbs, through its management staff, and pursuant to NMSA 1978, §13-1-126, as amended, has conducted a good faith review of available resources within Lea County and has determined that there is only one source within Lea County for the services needed.

NOW THEREFORE, the City of Hobbs (hereinafter referred to as "City") and Economic Development Corporation of Lea County (hereinafter referred to as "Contractor") and hereby do agree as follows:

1.0 SCOPE OF SERVICES

1.1 CONTRACTOR will provide the following services:

1.1.1 Promote the economic and general welfare of all citizens of the City of Hobbs;

1.1.2 Actively solicit new business and industry to Hobbs, New Mexico, and the vicinity;

1.1.3 Work to retain existing businesses and their growth;

1.1.4 Furnish technical services pertaining to all economic and industrial development matters;

1.1.5 Provide economic and quality of life benefits to our community through increased industrial and retail attraction;

1.1.6 Improve the services and resources to retain and expand existing area businesses;

1.1.7 Attract desperately needed workforce to our area through an organized and targeted marketing campaign;

1.1.8 Continue to build rapport with state and national leaders to influence policy that impacts our community;

1.1.9 Improve the value of membership and engagement of cornerstone business leaders;

1.1.10 Develop better qualified and trained staff who provide leadership in the economic development field;

1.1.11 Provide the services of continuing non-stop commercial airline jet services to and from Hobbs, New Mexico;

1.1.12 Perform such other related services as are deemed appropriate;

1.2 All persons retained by CONTRACTOR to provide the services required by this Agreement shall be employees, volunteers or contractors of CONTRACTOR, which shall be solely responsible for their acts and omissions, as well as all compensation, taxes and benefits associated with their work for CONTRACTOR.

1.3 It is expressly understood and acknowledged that CONTRACTOR is an independent contractor, that it is not an instrumentality, agent or employee of City, and that it will not so represent itself to the public.

1.4 This Agreement shall not preclude funding or other contracts from other sources.

2.0 COMPENSATION

2.1 City shall pay CONTRACTOR a sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) for services rendered under this Agreement for operating expenses. The aforesaid amount shall be paid in quarterly installments of \$50,000.00, payable at the end of each quarter after the services contracted for are actually rendered. The first such payment shall be due on or after October 1, 2021; the second shall be due on or after January 1, 2022; the third payment on or after April 1, 2022; and the last payment on or after June 1, 2022. CONTRACTOR shall submit invoices to the City of Hobbs ten (10) days prior to payment dates and shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Shelly Raulston.

2.2 City shall pay CONTRACTOR a sum not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00) for special projects on a reimbursement basis as specified and approved by the Hobbs City Commission. CONTRACTOR shall submit invoices to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Shelly Raulston.

2.3 City shall pay CONTRACTOR a sum not to exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) for retail recruitment on a reimbursement basis as specified and approved by the Hobbs City Commission. CONTRACTOR shall submit invoices to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Shelly Raulston.

2.4 City shall pay CONTRACTOR a sum not to exceed ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000.00)(sum outlined as follows: \$1,150,000.00 from general fund and \$150,000.00 from Lodgers' Tax Fund) for providing and maintaining non-stop commercial airline jet service to and from Hobbs, New Mexico. CONTRACTOR shall submit invoices and appropriate documentation for services rendered to the City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Shelly Raulston for payment associated with the airline.

2.5 CONTRACTOR shall spend at least ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00) of the funds specified in Section 2.4 herein on marketing of FlyHobbs.

2.6 As an express condition to payment outlined in Section 2.1 above, CONTRACTOR shall submit written quarterly reports to the City Manager ten (10) days prior to the following anticipated payment dates: October 1, 2021; January 1, 2022; April 1, 2022; and June 1, 2022. The reports shall include an overview of the services CONTRACTOR provided pursuant to the agreement during the previous quarter. CONTRACTOR shall make a presentation to the Hobbs City Commission on their second meeting in January 2022 to report all services rendered under this Agreement. CONTRACTOR shall provide ongoing reports to the City Manager regarding retail economic development and recruitment initiatives being funded by this Agreement.

2.7 CONTRACTOR shall make no claim against City for any expense incurred by it in providing the services required by this Agreement. Specifically, CONTRACTOR shall make no claim against City for travel expense, duplication costs, telephone costs, secretarial assistance, office supplies or any other cost not specifically allowed herein.

3.0 TERM AND TERMINATION

3.1 This Agreement for services is to cover City's fiscal year, beginning July 1, 2021, and ending June 30, 2022. CONTRACTOR shall not be entitled to future contracts or other funding in future fiscal years by virtue of entering into this Agreement.

3.2 This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advanced written notice to the other. In the event of termination, City shall submit payment, for all services rendered up to the final date outlined in the written notice. Partial performance in a given quarter shall not entitle CONTRACTOR to full payment of the quarterly installment outlined in Section 2.1 herein.

4.0 INSURANCE

4.1 CONTRACTOR shall provide the City of Hobbs with a Certificate of Insurance naming the City of Hobbs as an additional insured on all general and/or professional liability, automobile liability, and workers' compensation insurance policies. Said policy shall be primary.

5.0 MISCELLANEOUS PROVISIONS

5.1 CONTRACTOR shall timely notify City of any change as to its principal place of

business, the identity of all its directors, officers and members, any change of its corporate status, any change of its tax-exempt status with the Internal Revenue Service, any change in programming and any pending litigation or asserted claims or any other matter that might affect the continued rendition of services to City residents under this Agreement.

5.2 CONTRACTOR represents and warrants that the information given to City in support of its request for funding is true and correct; further, that its staff is competent to render the services which are the subject of this Agreement, and finally, that there is no other provider in Lea County of the kind of services contemplated by this Agreement.

5.3 CONTRACTOR agrees to abide by all state and federal rules, regulations and statutes pertaining to equal opportunity. In accordance with these laws and regulations, CONTRACTOR agrees to assure that no person shall, on the grounds of race, color, national origin, sex, age, handicap or medical condition, be excluded from participation in programs and services to be rendered by CONTRACTOR pursuant to this Agreement.

5.4 CONTRACTOR shall give City prompt and timely notice of any claim made or suit instituted against CONTRACTOR which may in any way, directly or indirectly, contingently or otherwise, result in a judgment against City.

5.5 CONTRACTOR agrees to and shall indemnify, defend and hold the City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses and liens, of every kind and nature, including but not limited to court costs and reasonable attorneys' fees arising or alleged to have arisen out of performance of CONTRACTOR's rendition of services or failure to render services pursuant to this Agreement or any breach of this Agreement.

5.6 This Agreement shall be construed pursuant to the laws of the State of New Mexico. The parties represent that the requirements of the New Mexico Procurement Code have been met as a prerequisite for entering into this Agreement. They further agree that any changes or modifications to this Agreement suggested or required by any supervising state entity, such as the New Mexico Attorney General's office or the New Mexico Department of Finance and Administration, shall be made in order to fully comply with the law as such agencies might interpret and define it to the parties.

5.7 If CONTRACTOR obtains an audit or other type of financial review of its affairs, then City shall receive a copy of same. This provision does not otherwise obligate CONTRACTOR to secure such services. City shall be entitled to a detailed current income/expense statement upon written request.

5.8 CONTRACTOR shall provide accounting services to assure accurate statements of income and expense and make that information available to the City of Hobbs at regularly agreed intervals.

5.9 This is a professional services contract and neither City nor CONTRACTOR may

assign this Agreement, or any interest herein, without prior written approval of the other.

5.10 This Agreement reflects all covenants, understandings and agreements between the parties. This Agreement may not be altered except by another writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2021.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By: _____
SAM D. COBB, Mayor

By: _____
JAN FLETCHER, City Clerk

By: _____
TOBY SPEARS, Finance Director

ATTEST:

ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY

By: _____
JENNIFER GRASSHAM, President & CEO

By: _____
DAVID SHAW, Chairman

APPROVED AS TO FORM:

EFREN A. CORTEZ, City Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: JULY 19, 2021

SUBJECT: A Resolution Approving A Proposed Collective Bargaining Agreement with the Hobbs Police Officers Association

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: July 13, 2021
SUBMITTED BY: Valerie S. Chacon, Deputy City Attorney

Summary:

Pursuant to the Hobbs Municipal Code Section 2.60.150, the City and the Hobbs Police Officers Association, Local 701 ("Union") participated in collective bargaining negotiations on June 23, 2021. The previous Collective Bargaining Agreement (CBA) expired on June 30, 2021. The City and Union have finalized negotiations and the proposed CBA was ratified by the Union on July 13, 2021.

Noted provisions include:

- The CBA is for one (1) year and shall end June 30, 2022;
Union Members will receive an annual increases of 4% (FY 22);
The Union will not be eligible for Cost of Living Adjustments (COLA) or merit increases;
Starting pay for certified Police Officers shall be increased to \$27.77. If the 4% increase would bring a bargaining unit employee over \$27.77, the employee will receive the 4% increase. If the 4% increase would not bring the bargaining unit employee up to \$27.77, the employee will forego the 4% increase and will have their salary increased to \$27.77;
Other sections amended for clarity and consistency.

Fiscal Impact:

The fiscal impact for the CBA agreement is approximately \$384,084.02. This amount is budgeted in the current 2022 preliminary budget.

Reviewed By: [Signature]

Finance Department

Attachments: Resolution; Collective Bargaining Agreement

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

The Commission should consider the Resolution.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 7077

A RESOLUTION APPROVING A PROPOSED COLLECTIVE BARGAINING AGREEMENT WITH THE HOBBS POLICE OFFICERS ASSOCIATION

WHEREAS, pursuant to Hobbs Municipal Code Section 2.60.150, the City of Hobbs and the Hobbs Police Officers Association, Local 701 (“Union”) have entered into and participated in negotiations regarding a new Collective Bargaining Agreement (CBA); and

WHEREAS, the current CBA expired on June 30, 2021; and

WHEREAS, the City of Hobbs and the Union finalized negotiations and the proposed CBA was ratified by the Union on July 13, 2021, and is attached hereto; and

WHEREAS, the proposed CBA will expire on June 30, 2022; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor and City Manager are hereby authorized and directed to execute the attached Collective Bargaining Agreement with the Hobbs Police Officers Association, Local 701.

PASSED, ADOPTED AND APPROVED this 19th day of July, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

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PREAMBLE

This Agreement is entered into by and between the CITY OF HOBBS (“CITY”) and the HOBBS POLICE ASSOCIATION (“UNION”). This Agreement has as its purpose the promotion of harmonious relations between the CITY and the UNION, the establishment of an equitable and peaceful procedure for the resolution of differences, as well as the establishment of rates of pay, hours of work, and other conditions of employment. It is the goal of the City and Union to provide a high standard for the performance of law enforcement to the citizens of the City of Hobbs.

ARTICLE 1 UNION RECOGNITION

- A. The City recognizes the Union as the sole and exclusive collective bargaining representative for the employees employed by the City in the Hobbs Police Department. The bargaining unit will consist of nonprobationary detention officers, detention supervisors, police officers, and detectives.
- B. The City extends to the Union representing the bargaining unit of employees the following rights:
 - 1. To represent the Employees in negotiations, issues regarding wages and working conditions, and in settlement of grievances, and
 - 2. To exclusive representation status.

ARTICLE 2 UNION AND EMPLOYEE RIGHTS

Section 2.01: The parties agree that the Union has the right and duty to represent the interest of employees in the bargaining unit, regardless of membership, so long as that representation does not interfere with the operation of the department. In exercising those rights the following provisions shall apply:

- A. The Union shall not use the City’s or department’s e-mail for the dissemination of Union literature or correspondence.
- B. The City shall make available to the Union, upon its written request, any public information in accordance with applicable law.

Section 2.02: Employees have the right to form, join, or assist the Union. Employees also have the right not to form, join, or assist the Union. Membership or non-membership in the Union is strictly voluntary and may be terminated by the employee at any time. The parties recognize that the exercise of these rights shall not interfere with the delivery of services.

Section 2.03: Employees and the Union shall be entitled to all the rights and benefits specifically delineated in this agreement. There shall be no implied or inferred rights to the Union or any employees. If this Agreement is silent regarding a particular issue, it shall be considered a retained management right to exercise discretion on such issue.

ARTICLE 3 UNION MEMBERSHIP

The City recognizes the right of the Union to charge a membership fee to members of the union. Such membership or dues deduction shall not include any fines or assessments. The City will deduct the membership/dues fee from the employee's paycheck for any employee who has voluntarily completed and signed a membership/dues deduction authorization card. The deduction will begin on the first full pay period following the employee's submittal of the authorization to the City's Finance/Payroll Department. The employee may cease such deductions at any time by providing written notice to the Finance/Payroll Department at least one pay period prior to the date the employee wishes to cease the deductions.

The City will remit the membership/dues amount collected to the Union monthly within ten (10) working days following the end of the month. The City will provide a list of bargaining unit employees remitting membership/dues deductions upon written request of the Union President. The Union, its members, and the bargaining unit employees agree to hold the City harmless and pay for the defense of any claim against the City with regard to the deduction of membership dues.

ARTICLE 4 MANAGEMENT RIGHTS

Both parties recognize that except as specifically limited, abridged, or relinquished by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the City and employees are vested solely in the City and not subject to Union action or arbitration. The City shall have the right to make such reasonable rules and regulations respecting the conduct of employees, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations.

The City Manager has and retains all rights to administer the affairs of the Police Department, either personally or through his subordinate, the Police Chief, subject to: applicable state law; charter provisions specifically, but not limited to, the City of Hobbs Charter; ordinances; and resolutions for regulations and policies of the City Commission. Except as limited in this Agreement, management rights shall include, but shall not be limited to:

1. hiring, promotion, reclassification, transfer, assignment, lay off, and recall of employees;
2. reprimand, suspension, demotion, discharge, or other discipline of employees;
3. evaluation of employees;
4. revision, elimination, combination, or establishment of new jobs and job classifications;
5. establishment, organization, reorganization, close down, expansion, or otherwise change the operation of any city facility, division, or department;
6. reduce, increase, alter, combine, transfer, or cease any department's operation, equipment, or service;
7. establishment of size and composition of work forces, shifts, or units, and otherwise determine staffing requirements;
8. determine insurance programs and carriers for all City employees;
9. determine the methods or means by which operations and services are to be delivered, made, or purchased;

10. maintaining the efficiency of City government and take actions as may be necessary to carry out the mission of the City government in emergencies; and
11. manage and exercise judgment on all matters not specifically prohibited by this collective bargaining agreement.

ARTICLE 5 HOURS OF WORK

Section 5.01: Developing the work schedule for employees is a right and responsibility of the City. The goal of scheduling work is to best and most effectively meet the demands of service to the citizens of the City of Hobbs. An employee's normal hours of work may vary. All work schedules are subject to the approval of the Chief and may be changed at the Chief's discretion. Except in case of emergency (as defined in Hobbs Municipal Code Section 2.60.040) officers must be given a minimum of five (5) calendar days' notice when required to work on their day off. Any violation of this provision will be explained in writing by the scheduling supervisor directly to the Chief. Should it become necessary to temporarily move an employee due to staffing limitations from one shift to another, the employee with the highest seniority shall have the option to accept or reject the assignment from one shift to another. If the employee rejects the assignment, then the next most senior employee shall be afforded the opportunity to accept or reject the assignment. The process based on seniority, shall continue until an employee agrees to accept the assignment. Unless other compelling reasons exist, officers shall be afforded temporary shift changes based upon seniority.

Section 5.02: The standard fourteen day (14) work period shall equal eighty (80) hours for all employees, regardless of their particular work schedule, unless otherwise designated by the City Commission. The standard work period shall begin Sunday at midnight and end on Saturday at 11:59 PM.

ARTICLE 6 COMPENSATION AND BENEFITS

Effective the first full pay period following ratification of this Agreement, all bargaining unit employees will be granted a 4% increase to their current rate of pay. This increase is contingent on the City Commission's approval and ratification of this Agreement. Additionally, the parties understand that any increase will need to be approved by the New Mexico Department of Finance and Administration (DFA). Bargaining unit employees will not receive any additional Cost of Living Adjustment (COLA) or merit adjustment for the term of this Agreement. Upon ratification of this Agreement by the City Commission and subsequent approval from DFA, the 4% increase contemplated herein will be applied July 11, 2021.

The starting pay for certified Police Officers shall be \$27.77. Classification maximum for certified Police Officers shall be adjusted to \$40.32. If the 4% increase (noted above) would bring a bargaining unit employee over \$27.77, the employee will receive the 4% increase. If the 4% increase (noted above) would not bring the bargaining unit employee up to \$27.77, the employee will forego the 4% increase and will have their salary increased to \$27.77. Assignment to FTO will result in a 5% salary increase during the assignment.

Promotion to Detective will result in a 5% salary increase or increase to the classification minimum, whichever is higher.

Promotion to Detention Officer Supervisor will result in a 12.5% salary increase or increase to the classification minimum, whichever is higher.

In order to govern initial pay rate determination of Police Officers, Detention Officers and Detention Officer Supervisor, credit may be granted at the time of hire for education and/or previous job related experience in accordance with AR 05-02 "An Administrative Regulation Concerning New Employee Appointments Above The Pay Plan Minimum Rates".

Bargaining unit employees assigned to the classification of Detective will receive an on-call incentive payment on the pay period following their anniversary date in the amount of \$1500.00. All money paid under this incentive is taxable income and shall be subject to all appropriate taxation and wage withholding including but not limited to state taxes and federal taxes.

Both parties agree and recognize that certain bargaining unit employees are to be on call at various times. In the event that the employee is called in for duty, on their day off, the employee will be paid a minimum of two (2) hours irrespective of the amount of time the employee is on duty. If the employee exceeds two (2) hours of duty, the employee shall be paid for those hours subsequent to the two (2) hour minimum. The initial two (2) hours shall be considered hours worked and will be calculated for purposes of overtime, however, shall not be construed as double time absent applicable holiday pay contemplated by the Hobbs Municipal Code Section 2.56.810.

Both parties agree and recognize that certain bargaining unit employees will be issued a court subpoena at various times. In the event that the employee is called in for court via subpoena, on their day off, the employee will be paid a minimum of two (2) hours irrespective of the amount of time the employee spends in court. If the employee exceeds two (2) hours in court, the employee shall be paid for those hours subsequent to the two (2) hour minimum. The initial two (2) hours shall be considered hours worked and will be calculated for purposes of overtime, however shall not be construed as double time absent applicable holiday pay as contemplated by the Hobbs Municipal Code Section 2.56.810.

Bargaining unit employees assigned to the SWAT will receive an incentive payment on the pay period following their anniversary date in the amount of \$1500.00. All money paid under this incentive is taxable income and shall be subject to all appropriate taxation and wage withholding including but not limited to state taxes and federal taxes.

ARTICLE 7 TRAVEL TIME

Bargaining unit employees required to travel outside of the City of Hobbs for work related business will be paid in accordance with the Fair Labor Standards Act for any time that crosses the employee's normal work day schedule.

ARTICLE 8 OVERTIME

The City will pay overtime at the rate of time and one half the employee's regular hourly rate of pay for all hours worked over eighty (80) hours in a pay period. When determining overtime, PTO, holiday and/or military leave shall be considered hours worked. PTO hours may only be used to supplement holiday hours up to the normally scheduled work hours. For example, an employee may be paid for 8 hours of holiday leave and supplement with 4 hours of PTO to maintain their scheduled 12 hour shift. No employee may be paid for more than one type of pay code at any one time. For example, an employee may not be paid for 8 hours of holiday leave and supplement with 12 hours of PTO based on a scheduled 12 hours shift.

Overtime is considered a condition of employment and will be assigned to bargaining unit employees by the Chief of Police or designee. Overtime must be approved in writing by the employee's immediate supervisor. An employee who fails or refuses to work overtime will be considered to have provided just cause for disciplinary action, including possible termination.

Union members can bank up to 180 hours of compensatory time, , however, the banked compensatory time will not carry over to the new fiscal budget years. The banked compensatory time is subject to adequate notice and scheduling with approval from the Chief of Police, or his designee. If the banked compensatory time is not used by the first pay period in June, all remaining balances will be paid after the first pay period of June prior to the current budget year close. This will assure no liability is accrued at June 30, 2022, and banked hours from one budget year is not paid by a future budget year. 120 hours of "overtime" shall equal the 180 hours compensatory cap.

ARTICLE 9 PAID TIME OFF

All bargaining unit employees shall receive Paid Time Off ("PTO") in accordance with the Hobbs Municipal Code.

Bargaining unit employees shall submit a leave request form to the employee's immediate supervisor with sufficient notice prior to the first date of the requested leave as determined by the supervisor. When an employee is on scheduled PTO, and is called back to duty, the employee shall not be docked the unused PTO hours.

ARTICLE 10 LEAVES

Section 10:01: Military Leave. Military leave shall be granted in accordance with State and Federal law.

Section 10:02: Family Medical Leave. Family Medical leave shall be granted in accordance with the Family Medical Leave Act.

Section 10:03: Leave Without Pay. A bargaining unit employee may request a leave of absence without pay for a period not to exceed one (1) year. Such request shall be directed to the City Manager for approval, subject to the City Manager's discretion.

Section 10:04: Leave for Jury Duty. An employee receiving an order to appear for jury duty will be granted leave to serve as a juror in accordance with City Policy.

Section 10:05: Injury/Disability Leave. An employee who is injured on the job will be provided leave in accordance with the Workers' Compensation Act.

ARTICLE 11 NON DISCRIMINATION

- A. The parties agree that neither the Union's nor the City's respective policies or activities will discriminate against any employee based upon race, age, religion, color, national origin, ancestry, gender, physical or mental disability, serious medical condition, sex (including pregnancy, childbirth, and related medical conditions), disability, citizenship status, genetic information, marital status, sexual orientation, gender identity, Union or non-Union affiliation/membership, or any other federal, state or local protected class.
- B. The Union agrees with the City that it will cooperate and support the City's efforts to assure a fair day's work on the part of its Members; that it will combat absenteeism and other practices that will hinder such. The Union further agrees that its Members will abide by the rules of the City and the Union in their efforts to prevent accidents, eliminate waste, conserve materials and supplies, improve the quality of workmanship, and to strengthen good will between the City, the Union, and the Employee.
- C. All references to Employees in this Agreement designate both sexes, and where the male gender is used, it shall be construed to include male and female genders.
- D. The Union and the City agree not to interfere with the rights of Employees to become Members of the Union. There shall be no discrimination, interference, restraint, or coercion by the City or Union or any City representative or Union representative against any eligible Employee because of Union Membership or non-Union Membership.
- E. The Union recognizes its responsibility as the Bargaining Agent for all such Employees employed within the Bargaining Unit, and agrees to represent all such Employees in the Bargaining Unit without discrimination, interference, restraint, or coercion. The Union agrees that it shall inform its membership of all modifications, amendments, or changes in the provisions of this Agreement in a timely manner.

ARTICLE 12 SENIORITY & PROBATION

Section 12.01: Probationary Employees.

For newly hired Police Officers, the probationary period shall be 2080 field hours as a police officer. Time spent in the academy for New Mexico Law Enforcement Certification shall not be credited against the 2080 field hours. For newly hired Detention Officers the probationary period shall be 2080 hours. Time spent on unpaid leave of absence shall not be credited for completion of the probationary period.

During the probationary period, the Employee will accrue seniority. The City shall have the right to discharge a probationary Employee with or without cause and that Employee shall not have recourse to the grievance or arbitration procedure.

Section 12.02: Employee Department Seniority Calculation

For issues pertaining to the entire department, seniority shall be established as follows:

- A. Length of service within the department;
- B. When two or more certified Employees are hired on the same date, their seniority shall be established as follows:
 - 1. If the new hire has prior experience as an Employee of a police department, then that Employee shall be entitled to seniority.
 - 2. If all the new hires have prior experience as an Employee of a police department, their seniority shall be determined by length of their prior experience within State of New Mexico, out of state certified police experience.
 - 3. If none of the new hires have any experience as an Employee of a police department or military police experience, then seniority shall be determined by length of service with the City in other departments or if none have prior service with the City, by a flip of a coin

Section 12.03: Effect of Departmental Seniority

- A. Departmental seniority shall be the length of service with the Hobbs Police Department and shall be used for the purpose of promotions, demotions, transfers and vacation rights, and lay offs and recalls within the Hobbs Police Department in accordance with any applicable bidding procedure.
- B. Department seniority shall be terminated:
 - 1. When an Employee is discharged for just cause;
 - 2. When an Employee quits;
 - 3. When an Employee fails to report for work after a lay off, when properly notified in accordance with Article 24;
 - 4. When the recall list has expired.
- C. If, for any reason, an Employee voluntarily terminates employment with the Hobbs Police Department and is later rehired, the seniority of such Employee shall be placed at the bottom of the departmental seniority list.

Section 12.04: Seniority List

When requested in writing, the City shall provide a seniority list to the Union President.

Section 12.05: Police Cars

Police cars shall be issued in a manner deemed appropriate by the Chief or his designee. Take home vehicles will be provided for officers who permanently reside within the 5 mile planning radius of the City. Employees hired after the ratification date of this agreement who reside outside of the 5 mile planning radius of the City will not be provided a take home vehicle. Employees provided a take home vehicle residing outside of the 5 mile planning radius of the City prior to ratification of this agreement will continue to utilize said vehicle as per HPD policy.

Section 12.06: Vacation Seniority

Christmas and Thanksgiving shall be taken by seniority, provided however, an employee who has taken the previous holiday shall not be granted a holiday vacation request if that employee is scheduled to work that holiday.

ARTICLE 13 INTERNAL AFFAIRS INVESTIGATIONS

- A. Internal affairs investigations will be conducted pursuant to the Peace Officers Employer-Employee Relations Act, NMSA Section 29-14-1 et. seq. (1978).
- B. Internal Affairs investigations and reports are the confidential property of the Police Department for internal use only and will not be released from the custody of the department to anyone unless required by subpoena, court order, or operation of the New Mexico Law Enforcement Academy Board. An employee who is the subject of an internal investigation will be allowed access to the entire investigative file for purposes of review. In cases resulting in disciplinary recommendations by the Chief for suspensions, demotions, or terminations, the employee and/or their attorney shall be allowed access to the entire file for the necessary use in preparation for defense of the employee.
- C. It is understood by the parties that any harassment or retaliation by the employee against any person who participated in the investigation shall be considered just cause for termination.

ARTICLE 14 DISCIPLINE AND DISCHARGE

Section 14.01: Disciplinary actions for bargaining unit employees will be based on just cause. The degree of discipline will be based on the severity of the offense, the employee's work history and any mitigating or aggravating circumstances. Disciplinary actions shall be consistent with governing laws and regulations and shall be taken without regard to race, age, religion, color, national origin, ancestry, gender, physical or mental disability, serious medical condition, sex (including pregnancy, childbirth, and related medical conditions), disability, citizenship status, genetic information, marital status, sexual orientation, gender identity, or any other federal, state or local protected class. No employee shall be disciplined for refusing to perform an unlawful act.

Section 14.02: Any department supervisor may take disciplinary action against an employee pursuant to the department supervisor's authority and consistent with departmental policies and this Agreement. Coaching sessions are not discipline steps for the purpose of progressive discipline but may be used as mitigating or aggravating circumstances for purposes of progressive discipline. Any discipline reduced to writing shall be subject to the grievance process. Coaching sessions or the documenting of a conversation in writing does not rise to the level of a discipline reduced to writing. Copies of any disciplinary action involving written reprimands, demotions, suspensions, or discharge shall be furnished to the Personnel Department for placement in the employee's file with the signature of the recipient acknowledging receipt of the action, or indication that the employee refused to sign. Demotions, suspensions, and discharge are grievable through the grievance procedure and arbitration procedure contained in this Agreement.

Any negative entry or adverse action shall be documented in the employee's official personnel file. The employee will be given a copy of the document that reflects any negative or adverse action. The employee may submit a written response to any document submitted to the employee's official personnel file. Such response shall be presented to the Human Resources Director within thirty (30) calendar days after the employee knew or should have known of the action in question. Responses submitted after thirty (30) calendar days shall be considered not timely and void and will be returned to the employee indicating the response was not timely.

Section 14.03: Non-probationary employees subject to this chapter or any administrative or departmental regulations duly promulgated may be disciplined for cause. Cause for disciplinary action includes, but is not limited to, the following:

- (1) Work performance that continues to be unsatisfactory after reasonable attempts to correct performance.
- (2) Misconduct on the job; conduct or language toward the public or toward employees, which discredits the public service.
- (3) Negligence in the performance of duty, including negligence in the operation of city vehicles or equipment or failure to adhere to established safety rules and procedures.
- (4) Incompetence or inefficiency; failure to perform job duties adequately.
- (5) Insubordination; failure to comply with the lawful orders of a supervisor, including refusal to work overtime.
- (6) Unauthorized absence from work, including tardiness.
- (7) Consumption, possession, or distribution of alcohol or drugs on the job, or reporting to work under the influence of alcohol or drugs.
- (8) Acceptance of money, gifts, privileges, or other valuable consideration, which was given with the expectation of influencing the employee in the performance of his duties.
- (9) Use of official position or authority for personal profit or advantage.
- (10) Misuse, theft, or destruction of city property.
- (11) Unauthorized disclosure of confidential information from city records or documents, as set forth by applicable state laws; falsification, destruction, or unauthorized use of city records, reports, or other data belonging to the city including city employment application, or any other document used in the employment process.

- (12) Unauthorized or fraudulent manipulation of time records or other city records.
- (13) For causes as defined in the Criminal Offender Employment Act, NMSA 1978, §28-2-1, et seq.
- (14) Violation of city or departmental rules or policies or a professional code of ethics accepted by those in the same profession as the employee.
- (15) Non-cooperation by an employee with fellow employees or other personal conduct, which substantially interferes with the performance of his or another employee's work.
- (16) Misuse of sick leave; the claim of sickness under false or misleading pretenses.
- (17) Distribution of literature, vending, or soliciting or collecting contributions on city time and in public areas or voluntary cooperation with parties doing such without prior authorization of the City Manager.
- (18) Violation of any federal or state law pertaining to employment, including all civil rights statutes.
- (19) Failure to adhere to the established work schedule; failure to obtain authorization for overtime prior to overtime worked as established by general written department policy.
- (20) Failure to meet or maintain established job qualifications, as set forth in the job description, including maintaining a valid driver's license.
- (21) Other acts or omissions that adversely affect the welfare of citizens, other employees, or the effective operation of the city.
- (22) Unauthorized possession of a weapon on the job site.
- (23) Fighting and/or disruptive behavior in the workplace.

The foregoing examples are in no way intended to provide an exhaustive listing of reasons for which an employee may be disciplined. The severity of the infraction and the employee's work and disciplinary record will determine the level of disciplinary action taken.

Section 14.04: The City shall discuss proposed or actual disciplinary action with an employee and not in the presence of co-workers, unless representing the City or the employee in a meeting.

Section 14.05: An employee will be afforded the opportunity to present his side of the story in a predetermination meeting for any contemplated disciplinary action involving suspension, demotion, or discharge prior to the action being taken. The City will provide notice to the employee of the date, time, and place of the predetermination meeting no later than 72 hours prior to the meeting. In no event will the predetermination meeting be scheduled with less than 72 hour notice. The employee may have a representative of his choice at the meeting as an observer only. An attorney may be allowed as an observer only, provided the employee notifies the Chief in writing at least 48 hours in advance of the meeting. An employee may waive, in writing, the right to a predetermination meeting. Failure on the part of the employee to appear and/or respond either orally or in writing shall also constitute a waiver of the right to a pre-determination meeting.

Section 14.06: A supervisor or Department Head may immediately remove from the work environment any employee who poses a danger to himself or others; who is alleged to be committing or has allegedly committed a criminal act; or who otherwise is incapable of fulfilling the obligations of the job. In such cases, the employee will be placed on administrative leave with

pay.

ARTICLE 15 GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure at the lowest possible level, mutually satisfactory resolutions to grievances, which may arise during the term of this Agreement and are subject to resolution under this Agreement.
- B. A grievance is defined as a charge by either party to this Agreement that the other has violated one or more expressed provisions of this Agreement.
- C. As used in this Article, "days" shall mean work days (Monday through Friday) and shall not include holidays or time when the City Administrative Offices are closed.
- D. A written grievance must contain the name of the employee(s) involved, facts upon which it is based, the Section of this agreement allegedly violated or pertaining to, the remedy being sought, and the signature of the grievant and the date signed. Any written grievance not in compliance with this provision shall be returned with a request for a more definitive statement. A request for a more definitive statement shall toll all timelines outlined for filing grievances.
- E. Grievances concerning terminations shall be filed within ten (10) days of the date of notification of termination directly to Step Three of the grievance procedure.
- F. Grievances submitted on behalf of the Police Department shall be initiated by the Chief or designee by filing the grievance with the Union President or designee.
- G. Failure to submit a grievance within ten (10) days from the date the employee knew or should have known of the act that gave rise to the grievance, will constitute forfeiture of the right to file a grievance. Furthermore, any grievance determination not appealed to the succeeding level within the time limits expressed herein shall be considered as closed. When it is mutually agreed by the parties in writing, the time limits expressed herein may be extended. Either the Union, the City, or employee who have entered grievances on their own behalf, may drop the grievance at any Step.
- H. Should the City fail to respond to a grievance within the time limits expressed herein, the Union may appeal to the next level of the grievance procedure within the time limits set forth as if the City had timely responded.
- I. Nothing herein contained shall be considered as limiting the rights of an employee to discuss or process his/her grievance as an individual.
- J. Grievances shall be presented as outlined below:

Step One – A bargaining unit employee who believes that he/she may have a grievance or the employee's Union Representative, shall file a written grievance with the employee's immediate supervisor or the level at which the grievance occurred, that a potential grievance exists and shall schedule a meeting, during which the parties will attempt to resolve the grievance. For Detention Officer, grievances shall be submitted in writing with the Jail Administrator and a meeting scheduled. The meeting with the supervisor/administrator should be held within five (5) days of the filing of the grievance. If the matter is not resolved to the satisfaction of the employee within ten (10) days of the filing of the grievance, the employee or Union Representative may file a written grievance

at Step Two.

Step Two – Within ten (10) days of the meeting with the supervisor/administrator at step one, the written grievance must be filed with the Chief. At the time of personal service, the employee or Union Representative shall schedule a grievance meeting with the Chief or designee. This meeting should be held within five (5) days following receipt of the grievance, to discuss the grievance, and attempt a resolution. The Chief will provide a written response to the grievance within ten (10) days following the meeting to discuss the grievance. If, in the opinion of the employee or the Union Representative a satisfactory settlement is not obtained within ten (10) days of the date of the Chief’s response, the employee or Union Representative may file the written grievance at Step Three.

Step Three - Within ten (10) days of the date of the Chief’s response, the written grievance must be filed with the City Manager. An employee grieving a termination may request an evidentiary hearing before the City Manager, who will be assisted by the City Attorney. The City Manager will respond to the grievance within ten (10) days of the filing of the grievance. The employee or Union Representative may appeal the City Manager’s decision through arbitration by providing written notice to the Personnel Director within ten (10) work days of the date of the City Manager’s decision.

K. The Union shall provide the Chief a list of the union representatives that are authorized to file a grievance on behalf of the union and authorized to represent an employee on a grievance.

ARTICLE 16 ARBITRATION

A. This procedure shall be the sole and exclusive method for resolving any and all claims arising from the suspension, demotion, or discharge of an employee or the alleged violation of this agreement.

1. Prior to an appeal to binding arbitration the procedure for the settlement of the grievance, Article 15 Grievance Procedure, must have been exhausted.
2. The appeal must be received by the Director of Personnel within fifteen (15) work days from the date of the City Manager’s decision.

B. An arbitrator shall be selected in the following manner:

1. The City and the Union shall attempt to agree on an arbitrator within ten (10) working days of the filing of the request for arbitration. If the parties are unable to agree on an arbitrator, the parties will request a list of seven (7) names from the FMCS, provided the employee/Union complete the employee’s portion of the FMCS form for arbitration and submit a check for half of the filing amount to the Director of Personnel within the ten (10) working days of filing the request for arbitration.
2. Within ten (10) days of receipt of the arbitration list, the parties will meet to select the arbitrator. Should the parties fail to mutually agree upon an Arbitrator, then

each party will strike one (1) name alternately until a single name remains and he or she shall be the Arbitrator. The party required to strike the first name will be determined by a flip of a coin.

- C. The Arbitrator will schedule the hearing within thirty (30) calendar days after notification of selection by the parties or as soon as practicable thereafter. The Arbitrator shall decide issues of arbitrability prior to hearing the merits of the case. If the Arbitrator determines the case is arbitrable, then the Arbitrator shall consider the facts of the grievance in arbitration and, following the hearing, shall prepare and submit to the parties, in writing, a report and decision as soon as possible after the conclusion of the hearing. The parties may jointly agree to waive a written opinion and allow the Arbitrator to enter an award without analysis or explanation. Arbitration shall be conducted according to the rules established by the FMCS.
- D. The cost of services of the Arbitrator shall be shared equally by the parties. Each party will be responsible for compensating its own witnesses and representatives.
- E. The Arbitrator shall have the authority to determine if there was just cause for any disciplinary action. However, in no case shall he/she have the power to add to, nor subtract from, or modify this Agreement.
- F. The Arbitrator's award in disciplinary cases is limited to back pay and/or reinstatement, or reinstatement to a similar position at the parties' discretion if irreconcilable personality conflicts exist. The award shall be limited to the amount of wages and benefits the employee otherwise would have earned subject to discount based on any earnings or compensation received by the grievant including, but not limited to, unemployment insurance benefits. The employee has an obligation to mitigate his/her damages. The arbitrator may not award attorney's fees, punitive damages, general compensatory damages, or costs. If the arbitrator orders reinstatement and no demotion, then the employee must be returned to the same classification with the same rate of pay conditioned on the employee's eligibility to maintain the classification.
- G. Arbitration is subject to the provisions of the State's Uniform Arbitration Act and an award may be set aside pursuant to the standards/grounds set forth in NMSA § 47-7A-24 as well as the Federal Arbitration Act and case law determined by the 10th Circuit and United States Supreme Court.

ARTICLE 17

WRITTEN EVALUATIONS AND APPEAL PROCESS

Section 17.01: Written Evaluations are used to provide feedback to bargaining unit employees and are not designed or intended to be used as disciplinary actions and will not be used in such a manner. Written Evaluations may, however, be used to support disciplinary actions. Within Written Evaluations, employees will be assessed in relation to the essential job functions of their position for the previous year. Written Evaluations may also be used to identify and establish specific, measureable goals for the employee for the upcoming year. An employee shall be shown his/her Written Evaluation. If the employee disagrees with the Written Evaluation, the employee shall abide by the following procedure to appeal the evaluation:

- A. Employee shall file, within five (5) calendar days, a written request to appeal the Written Evaluation to the Police Chief. The appeal must take place within five (5) calendar days from the date that the written request to appeal was filed.

- B. If the employee does not feel a satisfactory settlement has been reached after appeal to the Police Chief, the employee may file, within five (5) calendar days, a written request to appeal the Police Chief's appellate decision to the City Manager. The appeal must take place within five (5) calendar days from the date that the written request to appeal the Police Chief's appellate decision was filed.
- C. If the employee does not feel a satisfactory settlement has been reached after appeal to the City Manager, the employee may file, within five (5) calendar days, a written request to have the Board of the Union review the merits of the City Manager's appellate decision and make a determination as to whether or not to allow an appeal of the City Manager's decision to a two (2) party panel. The Board must issue a written decision to the employee, the Police Chief, and the City Manager within five (5) calendar days from the date that the written request for Board review was filed.
- D. If the Board supports appeal of the City Manager's decision to a two (2) party panel, the Board will coordinate with all parties as to time, date, and place for the City Manager's decision to be submitted to the two (2) party panel. The appeal must take place within five (5) calendar days from the date that the written decision by the Board was issued. The two (2) party panel shall consist of: one (1) representative selected by the Union; and one (1) representative selected by the City. In the event that an agreement cannot be reached by the two (2) party panel, a third party shall be selected to make a determination by agreement of Union and City.
- E. The conclusion of the two (2) party panel will be deemed final and unappealable with regard to that Written Evaluation. The final decision, whether it be the Police Chief's, City Manager's, or two (2) party panel's, will be made a part of the Written Evaluation and shall not be subject to the grievance process under Articles 15 and 16 herein.

It is strictly understood that Union shall only be afforded the opportunity to appeal no more than five (5) of the City Manager's appellate decisions annually as they relate to Written Evaluations. Additionally, Union shall be responsible for an accurate accounting of the appeals they submit to the two (2) party panel upon request by City.

If the employee, or Union, fails to meet the time limits imposed, the process will end and the employee will lose any rights that have not already been exercised in regard to the Written Evaluation. At any step in this progression up the chain, the employee may stop the process and prepare a written response to the evaluation. That response will be retained in the employee's personnel file, together with the original Written Evaluation. Nothing contained in this Article shall be construed so as to provide an employee the right to engage in adversarial proceedings, or have counsel argue on their behalf, during the appeal of any Written Evaluation.

Written Evaluations are to be completed on an annual basis during the anniversary month of the employee's most recent hire date. Other evaluations, incident evaluations, performance

improvement plans or like evaluations may be utilized in order to provide additional feedback to employees. These types of evaluations will generally be specific to one aspect of job performance and should remain in the employee's working file as identified in this Agreement. The Written Evaluation is a formal report that will become a part of the employee's personnel file.

ARTICLE 18 STRIKES, SLOWDOWNS, AND LOCKOUTS

Section 18:01: The parties acknowledge that the Hobbs Labor Management Relations Ordinance makes strikes illegal. The Union agrees that it will not encourage, threaten, support, instigate, or participate in a strike or slowdown. The Union will not authorize, institute, aid, condone, threaten, or engage in a slowdown, work stoppage, "blue flu", or strike.

Section 18:02: The City, for any reason, shall not authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 18:03: In the event any employees covered by this Agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this section. If the City believes that employees are participating in such activity and it is not sanctioned by the Union, the Union President, or designee, may be relieved from duty, with pay, to take actions in an effort to resolve this issue. Prohibited practice charges regarding strikes, slowdowns, or lockouts may be filed with the City of Hobbs Labor Management Relations Board.

Section 18:04: The parties agree that in the event of a strike or a slowdown the employees who encouraged, supported, instigated, threatened, or participated in the strike or slowdown may be subject to termination of their employment with the City and will be deemed to have provided just cause for termination. The parties agree that a sick-out/blue flu is considered a strike or slowdown.

Section 18:05: The determination as to whether a strike, slowdown, or lockout occurred will be made by the City Labor Management Relations Board whose decision on this matter shall be final, provided however, that any decision of the City Labor Management Relations Board shall be appealable to District Court. A finding that the Union encouraged, threatened, supported, instigated, or participated in a strike or slowdown may result in decertification of the Union for a time period determined by the Board, but no less than one (1) year.

ARTICLE 19 BULLETIN BOARDS

The City agrees to allow the posting of Official Union notices and bulletins on the bulletin board in the police department main hallway, next to the training bulletin board. The City further agrees to allow circulation of official Union mail through the use of the interoffice mailboxes in the squad room. Postings and official interoffice union mail shall not be derogatory or inflammatory toward any City of Hobbs employee or elected official. Violations of this Article will result in loss of the

access to the bulletin board and the mailboxes. Such distribution of union mail should be done by an off-duty bargaining unit employee.

ARTICLE 20 PERSONNEL FILES

An employee may review post-hire information in his own personnel file by scheduling an appointment with the Personnel Director for review during the Personnel Office's regular business hours. An employee may also authorize, in writing, another individual to review the employee's file. Employees will receive a copy of all material prior to being placed in the personnel file, except for routine file maintenance material, pre-employment material, and training certificates.

ARTICLE 21 LEGAL PROTECTION

- A. Should an Employee be sued in a civil action for any allegations arising out of the scope of duties, the City will defend and indemnify that Employee.
- B. It is understood by the parties that it is against public policy for the City to defend an Employee in a criminal suit once the Employee is indicted for a criminal act.
- C. Any Employee receiving a summons or other notice of a threatened or pending job-related lawsuit shall, without unreasonable delay, notify the Chief of Police or in his absence, the Deputy Chief. The City shall, within a reasonable time after receipt of any summons or tort claim notice, notify each Employee named as a party in the summons or tort claim notice. This provision shall apply only to summons or tort claim notices filed or received after the effective date of this contract.
- D. Any Employee named in a job-related lawsuit shall have the right at all reasonable times to consult with the City Attorney and/or the Attorney-of-Record defending the City and Employee in order to be informed of the status of the litigation, any settlements offered or contemplated, and any other relevant information regarding the litigation. An Employee named in a lawsuit or tort claim notice shall cooperate fully with the City Attorney and/or the City's Attorney-of-Record in the defense of the City and Employee.
- E. Any Employee who is or may become a party in any job-related lawsuit pursuant to a summons or tort claim notice shall have the right to consult a personal attorney of the Employee's choice regarding such matter. The Employee's personal attorney may, at reasonable times, consult with the City Attorney and/or City's Attorney-of-Record to learn the status of the litigation, any settlements proposed or contemplated, and any other relevant facts of the litigation. Nothing in this section shall be construed as giving the Employee or his personal attorney any authority to act on behalf of the City or its insurer.

ARTICLE 22 INVESTIGATIONS RELATING TO OFFICER INVOLVED SHOOTINGS

Officers will not be compelled to give an official interview as it relates to an officer involved shooting for a minimum of 48 hours from the time of the shooting. The intent of this section is to allow for ample time to secure representation, sleep, rest and reflection by the officer. The

time limit outlined herein is not controlling as to a reasonably necessary statement for initial investigative purposes.

ARTICLE 23 FILLING OF VACANCIES

- A. If the Police Department chooses to promote or transfer a bargaining unit employee from one classification to another classification within the bargaining unit, a notice of the opening shall be posted and communicated via departmental e-mail and electronically via the City's sponsored recruitment site. Any employee who desires to fill the posted position shall apply. An employee of the Department who meets the job qualifications and scores equal to any outside candidate shall be given preference for filling the vacancy.
- B. In the event a qualified employee is on authorized leave of absence during the posting period, the employee may, at the City's discretion, be afforded an opportunity to file a bid for the vacancy upon that employee's return to work, provided the employee filed the bid within three (3) working days after his/her return and provided the position has not been filled.
- C. It is agreed that the City may set or determine the number of employees to be carried in each job classification. It is further agreed that the decision to fill a vacancy is strictly the decision of the City.
- D. Temporary Vacancies and Transfers
 1. Filling vacancies and transfers shall be at the discretion of the Chief of Police. Most temporary vacancies and transfers are related to light duty accommodations on internal investigations.
 2. Employees temporarily assigned or transferred to a lower paid job within their own Department or in a different department shall receive their regular rate of pay.
 3. Employees temporarily assigned or transferred to a higher paid job in their own department or in a different department shall be compensated at the higher rate of pay. This subsection shall not apply to an employee who is assigned to work in another classification due to injury, workers' compensation, or voluntary request.
 4. The City shall provide the necessary training to those employees offered the position who have not previously been trained in the assignment.
- E. In order to provide a better work force and inter-departmental working relationship, the City shall continue to provide and maintain selected employee training for the purpose of educating those employees to be promoted to a new job classification within the bargaining unit.

ARTICLE 24 PERSONNEL REDUCTION

Section 24:01: Lay Off

- A. The City Manager may, for the good of the service, reduce the work force and lay off employees. The order of lay off shall be determined by seniority within the department.
- B. When possible, Employees to be laid off shall be notified of their pending lay off at least ten (10) days in advance of the lay off. Under no circumstances shall an Employee be laid

off without having received at least 48 hours prior notice. The Union shall also be notified at the same time.

- C. Employees on lay off may choose to continue to be carried in the group insurance program with the Employee paying the total premium during such periods of lay off.

Section 24:02: Recall

- A. All regular full-time employees laid off within a division shall be placed on a reemployment list for twelve (12) months and shall be returned to work if a vacancy exists within the division in reverse order of layoff, provided the employee is qualified to perform the job to be filled. Any employee so reemployed shall retain rates of accrual based upon previous seniority. Leave balances which were not paid at time of layoff shall be reinstated.
- B. The City shall notify an employee of the recall by registered mail at his last known address. Employees being recalled shall be allowed a maximum of ten (10) days to report to work after receiving notification. If the recalled Employee is not able to return within the ten (10) days because of legal or medical reasons, the City may consider to extend the time necessary for the return of the Employee, on a case-by-case basis. Failure to report for work within the ten (10) day time limit, or the extension thereof, shall be cause for termination.
- C. No Employee shall be denied recall if he is in substantially the same physical condition he was in at the time of lay off.

ARTICLE 25 EQUIPMENT AND UNIFORMS

- A. Equipment Sets
 - 1. All new police officer hires will be provided the following equipment: OC and Holder, holster, pistol, ballistic armor, magazine pouches, and three (3) magazines.
 - 2. All equipment furnished by the City shall be in a serviceable condition and shall be replaced on an as needed basis. A retention level II holster will be lowest level maintained by the City for distribution to employees.
 - 3. Employees who have lost, damaged, or have had City property stolen in the line of duty, regardless of cost, will not be required to reimburse the City unless intent or negligence is proven to the satisfaction of the Police Chief. Employees who have been determined to have intentionally or been contributorily negligent for the lost, damaged, or stolen property may be subject to appropriate disciplinary action and/or replacement of the property.
- B. Ammunition
 - 1. The City shall furnish all qualifying and duty ammunition for all calibers of weapons that each officer is authorized to carry, except for backup weapons and off-duty weapons.
 - 2. The City will furnish ammunition for qualification practice conducted by the Firearms Training Coordinator.
- C. Clothing Allowance and Uniforms. The City will furnish four (4) complete uniform sets to police officers and detention officers and shall reissue all clothing replacements as needed. Detectives will continue to receive a clothing allowance of \$500.00 per year.

ARTICLE 26 COMPLETE AND ENTIRE AGREEMENT

This Agreement specifically describes the entire agreement between the City and the Union. There are no other agreements between the parties and the parties have had the opportunity to negotiate on all items. Any matters not addressed in this Agreement are subject to the City of Hobbs Police Department's Standard Operating Procedures and City of Hobbs Rules and Regulations. Should there exist any conflict between the terms of this Agreement and the Standard Operating Procedures or the City's Rules and Regulations, this Agreement shall control. If a court of competent jurisdiction finds a provision of this Agreement invalid, the remainder of the Agreement shall continue in full force and effect.

All amendments to or modifications of this Agreement must be by written mutual agreement and shall be of no force or effect until ratified and approved by the City of Hobbs and the Union. It is understood and agreed that none of the foregoing rights and responsibilities will be exercised in a manner that is in violation with the provisions of this Agreement.

ARTICLE 27 COPIES OF THE AGREEMENT

The City will publish the Agreement on its website. Bargaining unit employees may request a hardcopy of the Agreement from the Union. It is the responsibility of the City to explain the agreement to the supervisory and management staff. It is the responsibility of the Union to explain the agreement to the bargaining unit employees.

ARTICLE 28 TERM OF AGREEMENT

The term of this Agreement shall continue in full force and effect through June 30, 2022.

Jorge Soriano, President
Hobbs Police Association

Sam D. Cobb, Mayor
City of Hobbs



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 19, 2021

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE NON-METRO AREA AGENCY ON AGING (NMAAA)
DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: July 12, 2021
SUBMITTED BY: Doug McDaniel, Recreation Director & Angela Courter, Senior Affairs Coordinator

Summary:

- The Hobbs Senior Center has submitted an Area Plan to NMAAA, and has been awarded up to \$156,791 for FY 22 to provide meal services for senior citizens.
- This funding will partially reimburse the City of Hobbs for 46,000 meals expected to be served during FY22 at \$3.41 per meal.
- Contracted cost per meal with Great Western Dining, which provides the meals, is \$3.97 per meal.
- Staff has determined that with associated costs to include personnel, transportation, operating and equipment expenses the actual cost per meal is \$10.68.
- In both FY20 and FY21, the City of Hobbs did receive additional funds from the State for meal costs.
- Senior Center staff is continuing to make the Grab N' Go Meals, which were very popular while the Senior Center was closed during the pandemic, available to those who do not wish to come into the Senior Center for the daily meal service at lunch.

Fiscal Impact:

Reviewed by: 
Finance Department

There is a potential for receiving up to \$156,791 in grant funding from this contract. With approval of the contract, the City of Hobbs is required to contribute a minimum local match of \$107,209.

Attachments:

Resolution, Contract with NMAAA, Assurances, Certification Regarding Debarment, Certification Regarding Lobbying, Commitment of Local Funds

Legal Review:

Approved As To Form:


City Attorney

Recommendation:

Staff recommends approval of the 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. 7078

A RESOLUTION AUTHORIZING SUBMISSION
OF A REQUEST FOR PROPOSAL TO THE NON-METRO
NEW MEXICO AREA AGENCY ON AGING

WHEREAS, the City of Hobbs City Commission has determined that there is a need to provide services for senior citizens; and

WHEREAS, the Citizens of the City of Hobbs were afforded an opportunity to submit suggestions and recommendations at advertised public hearings,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor is authorized to sign and enter into a contract for the approved One Year Plan (Fiscal Year 2022) with the Non-Metro New Mexico Agency on Aging.

PASSED, ADOPTED AND APPROVED this 19th day of July, 2021.

SAM D. COBB, Mayor

ATTEST:

Jan Fletcher, City Clerk



**North Central New Mexico Economic
Development District Non- Metro Area
Agency on Aging**
3900 Paseo Del Sol Santa Fe, New Mexico 87507
505.395.2668 Toll Free 866.699.4627 www.ncnmedd.com



Date: June 9, 2021
 To: Non-Metro Area Agency on Aging Subrecipient Contractors
 From: Crystal L. Sanchez, Non-Metro AAA Director
 Monica Abeita, NCNMEDD Executive Director
 Re: City of Hobbs FY22 Allocation and Budget Guidance

North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA) is granting federal and state funds designed for senior services during the program period of July 1, 2021 to June 30, 2022 (FY22).

Title III Funding

This year providers received an increase in Title III federal and state funds. All units for this service category must be tracked separately. Please allocate units accordingly.

State HB 2	Title III B	Title III C1	Title III C2	Title III D	Title III E
\$75,120.00	\$0.00	\$25,899.00	\$9,746.00	\$0.00	\$0.00

Nutrition Services Incentive Program (NSIP)

There was an overall decrease in funding for NSIP in the amount of \$31,318.76. Your allocation will reflect this.

NSIP

Senior Employment Program (SEP)

The SEP allocation amount remained flat; therefore, the funding was not sufficient for an SEP participant to work 20 hours per week for 52 weeks at the current minimum wage of \$10.50 per hour and the minimum wage increase to \$11.50 per hour, that will take effect January 1, 2022. SEP allocations to be used for base wages, workers compensation, FICA, and a specific amount in support services that is to be used for items or health screenings that assist the participant, per the contract.

SEP	SEP Participants

State Non-Recurring

The Aging & Long-Term Services Department has allocated a portion of General Fund Non-Recurring funding to support providers in meeting the need for services.

State NR
\$2,364.00

American Rescue Plan Act (ARPA)

On March 11, 2021 the American Rescue Plan Act of 2021 was signed into law by President Biden. These funds must be expended on allowable Older Americans Act activities as defined by the Older Americans Act and State and local policy. All units must be by service category. All funding sources, units of service, and consumers must be tracked separately. Please allocate units and consumers accordingly. Title IIIB, IIIC1, and IIIC2 require a 15% match, and Title IIIE requires a 25% match.

ARP Title III B	ARP Title III C1	ARP Title III C2	ARP Title III D	ARP Title III E
\$0.00	\$17,614.00	\$18,941.00	\$0.00	\$0.00

Title III C2-Supplemental

This Federal Funding is allocated to support providers in meeting the increase in Grab-n-Go (COVID HD) and Home Delivered meals. All units for this service category must be tracked separately. Please allocate units accordingly. IIIC2-Supplemental funds require a 15% match.

C2-Supplemental
\$7,107.00

Budget Workbooks

Some modifications were made to the main Title III budget workbook this year. Those changes include the addition of the COVID-19 Grab-n-Go Service to Title III C2 Home Delivered Meals category, removal of in-kind worksheet, and removal of in-kind revenue category and unit cost from the Summary of Budgeted Revenues tab.

Two additional workbooks are added for the ARPA and IIIC2-Supplemental funds.

FY22 Budget Workbooks are DUE ON or BEFORE: JUNE 11, 2021.

The award period is July 1, 2021 to June 30, 2022. Upon receipt of the completed budget workbooks, contracts will be issued. All funding associated with each respective contract will be retroactive to July 1, 2021.

Narrative and Other Forms

Please complete the narrative, assurances, certification regarding debarment, certification regarding lobbying, and the commitment of local funds form. Due on or before **June 25, 2021**.

Please upload all files to the file upload center by clicking the link:

[City of Hobbs Document File](#)

ASSURANCES

Listing of Service Plan Assurances and Required Activities Older Americans Act, As Amended

GENERAL ASSURANCES

The contractor will comply with the Older Americans Act of 1965, as amended, and its implementing regulations. The contractor, and its sub-contractors, will comply with the US Department of Health and Human Services Grants Administration Regulations.

The contractor, in accordance with Title VI of the Civil Rights Act of 1965, will not discriminate against individuals because of age, race, color, creed, ethnic origin, gender or sexual preference in administering programs or providing services.

The contractor will, in compliance with Section 504 of the rehabilitation Act of 1973, as amended, ensure that facilities and services are made accessible to individuals with disabilities.

The contractor will comply with all applicable state and local laws, rules, and regulations. The contractor will comply with all policies and guidelines issued by the Area Agency on Aging, the New Mexico Aging & Long-Term Services Department, and the Governor of New Mexico.

The contractor will assure that the personal information of individuals served will be maintained in a confidential manner, its access restricted to authorized individuals only. The contractor may not require any provider of legal assistance to reveal information that is protected by attorney-client privilege. The contractor will maintain current affirmative action plans. In implementing personnel hiring procedures, older individuals will be given preference and elders will be actively recruited for all available positions.

The contractor will assure that voluntary contributions from individuals served will be accepted and that procedures for documenting and safeguarding the collection and handling of such contributions have been established and are maintained. Contributions are not a requirement for participation in programs or receipt of services.

The contractor will assure that amounts received under each part of the Older Americans Act will be expended in accordance with such part. The contractor will assure that funds received under Title-III will be used only to pay costs incurred by the contractor to implement Title-III.

The contractor will assure that it will list its telephone number in each telephone directory that is published locally for residents in any geographic area where services will be provided.

The contractor providing nutrition services will offer meals, on the same basis as meals provided to elders, to individuals providing volunteer services during meal hours and to individuals with disabilities who reside with and accompany older individuals who are eligible for meals.

The contractor providing nutrition services, will reasonably accommodate special dietary needs, where feasible and appropriate, including those arising from health requirements, religious requirements, or ethnic backgrounds of eligible individuals.

The contractor will promote the following rights of each older individual who receives such services:

- the right to be fully informed about each service provided and about any change in service that may affect his/her well-being.
- the right to participate in planning or providing input regarding services provided.
- the right to voice a grievance with respect to any service that is, or fails to be, provided, without

- discrimination or reprisal because of voicing such grievance.
- the right to confidentiality of records relating to services provided.

ORGANIZATION

The contractor will, through a comprehensive and coordinated system, provide for supportive services, nutrition services and the establishment, construction, and maintenance of senior centers.

The contractor will assure that planning efforts and service delivery will address the needs of older individuals with greatest economic need and with greatest social need, with particular attention to low-income minority individuals, individuals with limited English proficiency, older individuals residing in rural areas, Native American Indian elders, and individuals at risk of institutional placement.

The contractor will serve as an advocate and focal point for older individuals within their communities, in cooperation with other agencies, organizations and individuals, by monitoring, evaluating, and commenting upon policies, programs and actions which affect older individuals.

The contractor will facilitate area-wide development and implementation of a comprehensive, coordinated system for providing long-term care in home and community-based settings, in a manner responsive to the needs and preferences of older individuals and their family caregivers, consistent with self-directed care, by:

- Collaborating, coordinating, and consulting with local public and private agencies and organizations responsible for administering programs, benefits and services related to providing long-term care.
- Conducting analyses and making recommendations regarding strategies for modifying the local system(s) of care to be responsive to local needs and preferences, facilitating service provision and targeting services to older individuals at risk of institutional placement to enable them to remain in their own homes and communities.
- Implementing evidence-based programs to assist older individuals and family caregivers in learning about and making behavioral changes intended to reduce the risk of injury, disease and/or disability.
- Providing for the availability and distribution of information about the need to plan for long-term care, resources available (both public and private), and options for long-term care.

The contractor will make use of trained volunteers in providing direct services to older individuals and individuals with disabilities and will work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers/participants (such as organizations sanctioned by the Corporation for National and Community Service).

The contractor will establish effective and efficient procedures for coordination with other Older Americans Act-funded entities conducting programs within the service area(s), with entities conducting other federal programs for older individuals and with the state-designated mental health authority.

The contractor will work in coordination with the NM Behavioral Health Collaborative to increase awareness of mental health disorders, remove barriers to mental health diagnosis and treatment and coordinate mental health services provided in the community.

The contractor will coordinate activities and develop long-range emergency preparedness plans in collaboration with local and state governments and other entities that have responsibility for disaster relief service delivery.

The contractor will establish an advisory body consisting of older individuals (including minority individuals and individuals residing in rural areas) who are participants, or eligible to participate in, contractor programs; family caregivers of such individuals; other service providers; members of the business community; local elected officials; providers of veterans' health care (if applicable); and the general public. The advisory body will provide advice to the contractor on all matters related to the development of the service plan, administration of the plan and programs and operations conducted.

The contractor will make recommendations to government officials in the planning and service area(s) administered, and collaborate with such officials to build capacity to meet the following needs of older individuals, including, but not limited to:

- health & human services
- transportation
- housing
- land use
- workforce & economic development
- civic engagement
- education
- recreation
- public safety
- emergency preparedness

The contractor will demonstrate the ability to develop a service plan and to administer programs and services within the plan.

The contractor will assure that no officer, employee, or other representative of the contractor is subject to a conflict of interest prohibited under the Older Americans Act; and those mechanisms are in place to identify and remove conflicts of interest should they so occur.

SERVICE PLANS

The contractor will assure that it will develop and submit to the Non-Metro Area Agency on Aging for approval, in accordance with a uniform format developed by the Non-Metro Area Agency on Aging, a service plan meeting the requirements of the Older Americans Act.

The contractor agency will assure that it will set specific objectives for providing services to older individuals with greatest economic need and older individuals with greatest social need, including specific objectives for providing services to low-income minority individuals, individuals with limited English proficiency, older individuals residing in rural areas, and individuals at risk of institutional placement; and will include proposed methods of achieving these objectives in the service plan.

The contractor agency will assure that it will coordinate planning, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities and individuals at risk of institutional placement, with organizations that develop or provide services for individuals with disabilities.

The contractor agency will assure that it will maintain the integrity and public purpose of services provided in all contractual and commercial relationships.

The contractor agency will:

- specify how it intends to satisfy the service needs of low-income minority individuals, individuals with limited English proficiency and older individuals residing in rural areas, in the area served by the contractor.
- to the maximum extent feasible, provide services to low-income minority individuals, individuals with limited English proficiency and older individuals residing in rural areas in accordance with their need for such services; and
- meet specific objectives established by the contractor, for providing services to low-income minority individuals, individuals with limited English proficiency and older individuals residing in rural areas within the service area(s).

The contractor will:

- identify the number of low-income minority older individuals and older individuals residing in rural areas in the planning and service area(s).
- describe the methods used to satisfy the service needs of such older individuals; and
- provide information on the extent to which the contractor met the objectives it established for providing services to low-income minority individuals and older individuals residing in rural areas within the planning and service area(s).

The contractor agency will assure that it will use outreach efforts to identify individuals eligible for assistance under this Act, with special emphasis on:

- older individuals residing in rural areas
- older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas)
- older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas)
- older individuals with severe disabilities
- older individuals with limited English proficiency
- older individuals with Alzheimer's disease, related disorders, and/or neurological/organic brain dysfunction (and the caregivers of such individuals); and
- older individuals at risk for institutional placement

and inform the older individuals referred to in the preceding bullets, and the caregivers of such individuals, of the availability of such assistance.

The contractor will assure that it will provide information concerning services to Native American Indian elders, including:

- Where there is a significant population of Native American Indian elders in the service area, assure that the contractor will pursue activities, including outreach, to increase access for those Native American Indian elders to programs and benefits provided under Title-III.
- Assure that the contractor will, to the maximum extent practicable, coordinate the services the agency provides under Title-III with services provided under Title-VI.
- Assure that the contractor will make services available to Native American Indian elders to the same extent as such services are available to other older individuals within the service area(s).

The contractor will assure that it will, at the request of the Non-Metro Area Agency on Aging, for the purpose of monitoring compliance (including conducting an audit), disclose all sources and expenditures of funds the contractor receives or expends to provide service to older individuals.

The contractor will assure that if case management services are offered, the contractor will comply with all requirements specified in the Older Americans Act.

The contractor will assure that, if a substantial number of the older individuals residing in its service area(s) are of limited English proficiency, then the contractor will:

- Utilize in the delivery of outreach services, workers who are fluent in the language(s) spoken by the individuals who are of limited English proficiency.
- Designate an individual employed by the contractor, or available to the contractor, whose responsibilities include:
 - taking such action as may be appropriate to assure that counseling assistance is made available to older individuals with limited English proficiency in order to assist them in participating in programs and receiving assistance; and
 - providing guidance to individuals engaged in the delivery of supportive services to enable such individuals to be aware of and sensitive to linguistic and cultural diversity.

ADDITIONAL REQUIREMENTS

The contractor will assure that it will hold public hearings, and use other means, to obtain the views of service recipients and other older individuals, service providers, caregivers, and other interested persons and entities regarding policy development and the delivery of services and programs.

The contractor will assure that it will:

- afford an opportunity for a public hearing upon request or in accordance with published procedures.
- establish grievance procedures required by the Older Americans Act for individuals who are dissatisfied with or denied services; and,
- afford an opportunity for a hearing, upon request, by a recipient of services regarding any waiver request or grievance.

The contractor will assure that it will prepare and submit reports, in such form, and containing such information, as the Non-Metro Area Agency on Aging may require and comply with such requirements as the Non-Metro Area Agency on Aging may impose to insure the correctness of such reports.

Signature and Title of Authorized Official

Date

**Certification Regarding Debarment, Suspension,
and Other Responsibility Matters**

Certification for Contracts, Grants, Loans,
And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Organization State

Authorized Signature Title Date

Printed Name of Authorized Signatory

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization

State

Authorized Signature

Title

Date



North Central New Mexico
 Economic Development District
 Non-Metro Area Agency on Aging
 3900 Paseo Del Sol Santa Fe, New Mexico 87507
 505.395.2668 Toll Free 866.699.4627 www.ncnmedd.com



Commitment of Local Funds

My name is Manny Gomez and I have the authority to represent the City/County of Hobbs as it relates to the contents of this document.

For Fiscal Year 2021-2022 we are committed to contribute a total of: \$ 107,209.00 to the Hobbs Senior Citizens Program. This contribution is **not** an in-kind resource.

If for any reason this commitment is not able to be met by the City/County of: Hobbs, a letter of justification will be submitted.

 Print Name Print Title

 Signature Date



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 19, 2021

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT WITH SORRENTO PROPERTY II, LLC CONCERNING THE DEVELOPMENT OF MARKET RATE MULTI-FAMILY HOUSING.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: July 12, 2021
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: Sorrento Property II, LLC has requested a Development Agreement concerning the development of multi-family housing units located within the municipal boundaries. The developer proposes to produce 88 market rate units and is requesting infrastructure incentives of \$125,000.00.

Fiscal Impact:

Reviewed By: Finance Department

A budget re-class in the amount of \$25,000 from 010100-44901-0170 (single family housing) into 010100-44901-00162 (market rate multi-family housing) is required and is budgeted in the final 2022 budget. The budgeted re-class will need to be approved by both the City Commission and New Mexico Department of Finance and Administration before an encumbrance can be performed.

Attachments: Resolution and Development Agreement.

Legal Review:

Approved As To Form: City Attorney

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

Approved For Submittal By:

Kevin Robinson
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7079

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH Sorrento Property II, LLC CONCERNING THE DEVELOPMENT OF MARKET RATE MULTI-FAMILY UNITS.

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Sorrento Property II, LLC concerning the development of market rate multi-family housing units; and

WHEREAS, the aforementioned Development Agreement allows for an incentive of reimbursement of public infrastructure for this type of development, said agreement being in the best interest of the City.

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

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

PASSED, ADOPTED AND APPROVED this 19th day of July, 2021.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

MARKET RATE MULTI-FAMILY HOUSING DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this 19th day of July 2021 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Sorrento Property II LLC, 17688 Upper Cherry Ln, Lake Oswego, OR 97034, (hereinafter "Developer") for the purpose of completing Housing Developer Services to be provided to the City.

RECITALS:

** The City requires to contract with a Market Rate Multi-Family Rental Housing Development Company to provide services for the Citizens of Hobbs, New Mexico.

** Developer has submitted a written proposal to the City to complete the required Market Rate Multi-Family Rental Housing Developer Services work for 88 market rate multi-family rental units upon developer's property.

NOW, THEREFORE, the City of Hobbs and Developer do hereby agree as follows:

A. Work To Be Performed.

1. The Developer shall furnish to the City its Professional Market Rate Multi-Family Rental Housing Developer Services for certain work regarding Market Rate Multi-Family Rental Housing Project. All work completed under this agreement shall be pursuant to Developer's proposal, which is attached hereto and made a part of this Agreement as Exhibit #1, to the extent that its provisions are not inconsistent with applicable laws. Said document is attached hereto and made a part of this agreement.

2. Developer shall furnish to City its professional Market Rate Multi-Family Rental Housing Developer Services as provided by this Agreement. The specific duties include all assistance as necessary to produce Market Rate Multi-Family Rental Housing Units in Hobbs. The Developer shall build 88 Units of market rate multi-family rental housing upon developer's property.

3. Specific activities required are to develop privately owned real property in the City including designing, building and renting to the public market rate multi-family rental housing units. The City's participation may include any or all of the following funding assistance from the City:

Incentives are available for installed **public municipal infrastructure** only, providing compliance with:

- a. Incentive not to exceed per square footage basis:
 - i. \$5.00 per sq. ft. north of Sanger
 - ii. \$10.00 per sq. ft. south of Sanger
 - iii. Calculation based on living area only
- b. Incentive not to exceed per unit basis:
 - i. \$5,000.00 per single family unit
 - ii. \$2,500.00 per multi-family unit
- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
 - i. \$90.00 per lineal front footage of complete public infrastructure, and further broken down as follows:
 1. **Water** (\$12.50 / lf):
 - a. Twelve dollars fifty cents (\$12.50) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
 2. **Sewer** (\$17.50 / lf):
 - a. Seventeen dollars fifty cents (\$17.50) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10"

- minimum service for multi-family);
3. **Street** (\$45/ lf):
 - a. Forty five dollars (\$45) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
 4. **Sidewalk**:
 - a. Fifteen (\$15) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

Based on quantities of required publicly owned infrastructure installed with the project, the City Engineer shall determine if the value of the infrastructure is adequate as an equal exchange of value for the amount of City subsidy contributed to the housing project. The City Engineer shall resolve any issues concerning value or extent of infrastructure and amount of square footage of constructed housing units. Specifically, the City Engineer will determine the value or unit costs of the publicly owned infrastructure according to the City of Hobbs Annual Pavement/Concrete Work Program, Contract #1430-09, as updated or amended; and the City of Hobbs Annual Utility Work Program, Contract #1442-09, as updated or as amended.

During the construction process, the City Engineer may determine that the value of the publicly owned dedicated infrastructure on a project is less than the value of the City subsidy proposed to be contributed to the housing project pursuant to this Agreement, based on quantities of required publicly owned infrastructure installed with the project. In such an instance, the City Engineer may authorize payment of only a portion of the total subsidy originally allocated to the project by the City Commission.

B. Payment For Services.

1. The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details and the Developer's proposal, as shown herein. Payment will not be made by the City until the public infrastructures have been received and accepted by the City as being in compliance with the plans and City specifications, based on this Agreement.
2. The maximum total compensation to be paid to the Developer during the term of this Agreement shall not exceed One Hundred Twenty Five Thousand Dollars (\$125,000.00), unless the Agreement is amended by the City Commission.
3. City incentive shall be paid when project is complete and certificate of occupancy is issued. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.

C. Construction Requirements.

Construction shall be of energy-efficient design per New Mexico Energy Conservation Code 2009.

D. Assignment of Agreement.

This Section refers to assignability of this Agreement, and not to assignability of the Project to be developed for housing. Developer shall not assign or transfer any interest in this Agreement. Except that Developer is permitted,

upon City approval, to assign its interest to a Partnership or Corporation in which the Developer is the principal party or to an affiliated company, working with the Developer on the Project. Subject to the foregoing provision, this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns; provided that upon any assignment of this Agreement by either party, the other party shall not be released from any obligation under, or liability accruing pursuant to this Agreement. Consent shall not unreasonably be withheld by either party.

E. Insurance Requirements and Hold Harmless Provision.

1. Developer agrees to obtain and maintain appropriate insurance during the course of the work program with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities resulting from the conduct, negligence, errors or omissions of Developer or any employee or agent of Developer while engaged in performing the services called for herein.

2. The Developer shall maintain insurance coverage for General Liability, Automobile Liability, Errors and Omissions Insurance, and Workers' Compensation, subject to review and approval of the City Attorney.

F. Governing Law and Provisions.

1. This Agreement shall be governed by the laws of the State of New Mexico. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. If any part of this contract shall be deemed in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable.

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

G. Final Payment and Release of Claims.

1. Developer, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

2. City, upon Developer's final completion of all work items and covenants required of the Developer under this Agreement, shall release the Developer from all liabilities, claims and obligations whatsoever arising from or under this Agreement, on the day that is one (1) year following the date of the City's issuance of a final certificate of occupancy on the Project.

H. Amendments.

This Agreement shall not be altered, changed, or amended except by written instrument approved and executed by both parties hereto.

I. Breach.

1. The following events constitute a breach of this Agreement by Developer:

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

b) Developer's failure to obtain a final certificate of occupancy within a three hundred sixty five (365) day period following the execution of this Agreement.

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

a) City's failure to process and complete the review of the design and construction plans, following complete submittal of all required documents, or the failure to issue a Building Permit so that Developer's project is unreasonably delayed.

b) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

J. Remedies Upon Breach.

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

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

3. If Developer fails to obtain a final certificate of occupancy within the three hundred sixty five (365) day period following the ratification of this Agreement, the City Manager may authorize one sixty (60) day extension period. If certificates of occupancy are not obtained at the end of the sixty day extension, this Agreement shall be automatically terminated.

K. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN: Sorrento Property II LLC, 17688 Upper Cherry Ln, Lake Oswego, OR 97034, and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

L. Entire Agreement.

The foregoing constitutes the entire agreement between the parties hereto and may be modified only in writing by the parties hereto.

Page 5.

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

City of Hobbs

Developer

By: Samuel D. Cobb, Mayor

By:

ATTEST:

APPROVED AS TO FORM:

Jan Fletcher, City Clerk

Efren Cortez, City Attorney





Developed & Dedicated with this project.

411'-10"

Google Earth

E Aspen St

700 ft





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 19, 2021

SUBJECT: RESOLUTION TO APPROVE THE FINAL PLAN FOR KASS GLORIETTA-IRON SUBDIVISION. Located southeast of the intersection of Glorietta and Dal Paso within the municipal boundaries, submitted by Property Management Plus, LLC.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: July 12, 2021
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Final Plan for Kass Glorietta-Iron Subdivision, is submitted by Property Management Plus, LLC. The proposed subdivision is located southeast of the intersection of Glorietta and Dal Paso within the municipal boundaries. The proposed subdivision encompasses +/- 1.73 acres and will contain 5 single family residential lots. The Planning Board approved the Final Plans for this Subdivision on June 15, 2021 with a vote of 5 to 0.

Fiscal Impact: Reviewed By: Finance Department

The positive impact of the new development and new housing from GRT collections and monthly utility bills of the residents should offset any expenses that the City will incur from the maintenance responsibility of streets, water and sewer lines.

Attachments: Resolution, Final Plan.

Legal Review: Approved As To Form: City Attorney

Recommendation: Consideration of the Approval of the Resolution to approve the Final Plan for Kass Glorietta-Iron Subdivision.

Approved For Submittal By: Department Director, City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN
Resolution No., Ordinance No., Approved, Other, Continued To, Referred To, Denied, File No.

CITY OF HOBBS

RESOLUTION NO. 7080

**A RESOLUTION APPROVING THE FINAL PLAN OF KASS GLORIETTA-Iron
SUBDIVISION.**

WHEREAS, Property Management Plus, LLC has submitted a Final Plan for Kass Glorietta-Iron Subdivision, for review by the City of Hobbs Planning Board; and

WHEREAS, the Final Plan for Kass Glorietta Subdivision, was reviewed and found compliant with MC Title 16 by the City of Hobbs Planning Board.

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 Kass Glorietta Subdivision, as recommended by the City of Hobbs 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 19th day of July, 2021.

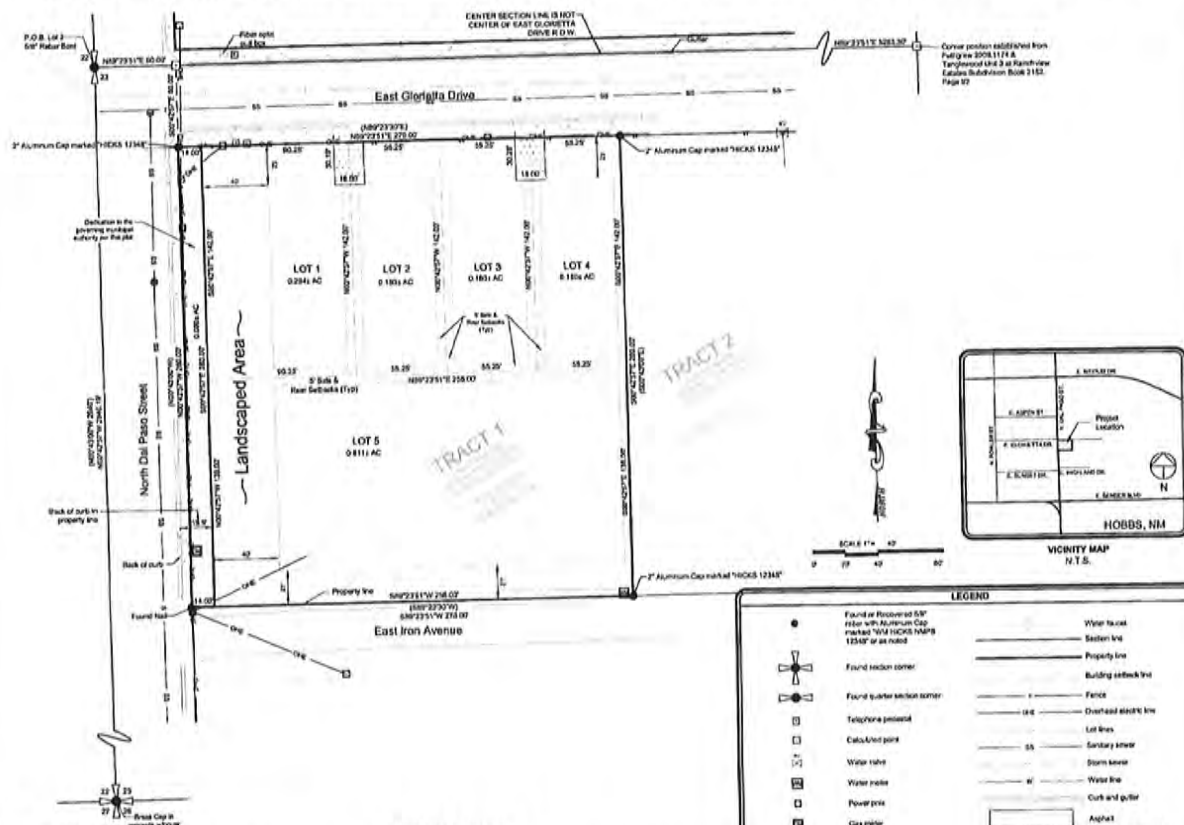
SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK

KASS GLORIETTA-IRON SUBDIVISION

A CITY OF HOBBS SUBDIVISION OF TRACT 1, JAMES WALKER SUMMARY SUBDIVISION PLAT, DESCRIBED IN BOOK 2180, PAGE 481,
 LOCATED IN THE NW 1/4 OF THE SW1/4 OF SECTION 23, 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 were obtained by applying a combined grid to ground scale factor of 1.000117695462 at control point located at N12°43'58.608732", W103°07'34.80745". True north can be obtained by applying a convergence angle of 0°59'09.8" at this Control Point.

FLOOD ZONE INFORMATION
 According to the Federal Emergency Mapping Agency, Flood Insurance Rate Map, Community Panel No. 34050113350, which bears an effective date of December 16, 2005, this property lies within Zone "X" and is not in a Special Flood Hazard Area. Zone X (no hatch) area is determined to be outside the 0.2% annual chance floodplain.

LEGEND

	Found or Encountered 5/8" riser with Aluminum Cap marked "1011 HOCS 12345" or as noted		Water faucet
	Found section corner		Section line
	Telephone postcard		Property line
	Calculated point		Building setback line
	Water riser		Fence
	Water meter		Overhead electric line
	Power pole		Lot line
	Gas meter		Sanitary sewer
	Gas valve		Storm sewer
	Electrical box		Water line
	Out wire		Curb and gutter
	Sanitary sewer		Asphalt
	5/8" riser with orange plastic cap marked "1011 HOCS 12345" or as noted		Proposed shared access driveway location
			Concrete
			Roadway dedication
			Measured bearing and distance
			Reared bearing and distance

PETTIGREW & ASSOCIATES PA
 ENGINEERING | SURVEYING | TESTING
 DEFINING QUALITY SINCE 1965
 100 E. Nevada - Suite 100, Hobbs New Mexico 88240
 T 575 393 9027 F 575 393 1543
 Pettigrew.com

PROJECT SURVEYOR: R. MALDEN
 DRAWN BY: R. MALDEN, V. MAROZ

Professional Seal of R. Malden, State of New Mexico, No. 16870, dated 6-22-21.

INDEXING INFORMATION FOR COUNTY CLERK
 OWNER: Property Management Plus, LLC
 LOCATION: Section 23, T18S, R38E, N.M.P.M., City of Hobbs, Lea County, New Mexico

REVISIONS

No.	DATE	DESCRIPTION

State of New Mexico, County of _____
 I here by certify that this instrument was filed for record on:
 The _____ Day of _____
 20____ A.D.
 At _____ O'Clock _____ M.
 Cabinet _____ Slide _____
 Book _____ Page _____
 By _____
 County Clerk
 By _____
 Deputy

Plat
 OF
 Kass Glorietta-Iron Subdivision
 FOR
 Property Management Plus, LLC

PROJECT NUMBER:
 2021.1079

SHEET: 1 of 2
 SU - 101

**RECORD DESCRIPTION - PER BOOK 2100, PAGE 481
FOR SURFACE TITLE ONLY.**

Tract One (1) located in Section 23, Township 18 South, Range 38 East, N.M.P.M., as referenced on that certain James Walker Survey Subdivision Plat filed November 19, 2009, in Book 1656, Page 652, Lea County Records, Lea County, New Mexico.

DEDICATION DESCRIPTION

A Tract of land located in Section 23, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico.

Commencing at a found 5/8" rebar (here) being the east quarter corner of Section 23, then N89°23'51"E 50.00 feet along the quarter section line of said Section 23 to a calculated point, then S00°42'57"E 50.00 feet to a found aluminum cap marked "HICKS 12348" for the point of beginning, thence N89°23'51"E 14.00 feet to a set 5/8" rebar with orange plastic cap marked "R MULLIKEN PS 16873"; thence S00°42'57"E 280.00 feet to a set 5/8" rebar with orange plastic cap marked "R MULLIKEN PS 16873"; thence S88°23'31"W 14.00 feet to a found nail; thence N00°42'57"W 260.00 feet to the point of beginning, said tract containing 0.09 acres as described.

CERTIFICATE OF SURVEY

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

Richard L. Mulliken Date 6-22-21
Richard L. Mulliken N.M.P.S. #16873

OWNERS STATEMENT AND AFFIDAVIT

State of New Mexico:
County of Lea:

The undersigned first duly sworn on oath, state: On behalf of the owners and proprietors we have of our own free will and consent caused this plat with its tracks to be placed. The property described on this plat lies within the plating jurisdiction of City of Hobbs.

By *Nateem Kassisi*
Nateem Kassisi for Property Management Plus, LLC

ACKNOWLEDGMENT

State of New Mexico:
County of Lea:

On this 22nd day of JUNE, 2021, before me, RICHARD L. MULLIKEN, to me known to be the person(s) 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 19 OCT 2024

Richard L. Mulliken
Richard L. Mulliken
OFFICIAL SEAL
RICHARD L. MULLIKEN
NOTARY PUBLIC, State of New Mexico
My Commission Expires 10/19/2024

CERTIFICATE OF APPROVAL BY THE CITY PLANNING BOARD

The plat, restrictions and dedications reviewed and approved on the 22nd day of JUNE, 2021 A.D., by the City Planning Board of Hobbs, New Mexico.

William M. Hicks II
Chairman: William M. Hicks II

ACKNOWLEDGMENT

State of New Mexico:
County of Lea:

This instrument was acknowledged before me this 24th day of JUNE, 2021 A.D., by William M. Hicks II.

My Commission Expires 07 OCT 2024

Julie
Notary Public
OFFICIAL SEAL
Julie Rodriguez
NOTARY PUBLIC, State of New Mexico
My Commission Expires 07/07/2024

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 foregoing plat of Lot 1, Kass-Glorietta Subdivision, was approved by the commission of the City of Hobbs by Resolution No. _____ on the _____ day of _____, 2020 A.D.

Jan Fletcher, City Clerk

ACKNOWLEDGMENT

State of New Mexico:
County of Lea:

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

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

My Commission Expires: _____

Notary Public

PETTIGREW & ASSOCIATES PA
ENGINEERING | SURVEYING | TESTING
DEFINING QUALITY SINCE 1945
100 E. Hangey - Suite 100, Hobbs New Mexico 88240
T 505 393 8877 F 505 393 1543
Pettigrew.us

PROJECT SUPERVISOR: R. MULLIKEN
DRAWN BY: R. MULLIKEN / M. HICKS



INDEXING INFORMATION FOR COUNTY CLERK
OWNER: Property Management Plus, LLC
LOCATION: Section 23, T18S, R38E, N.M.P.M., City of Hobbs, Lea County, New Mexico

REVISIONS

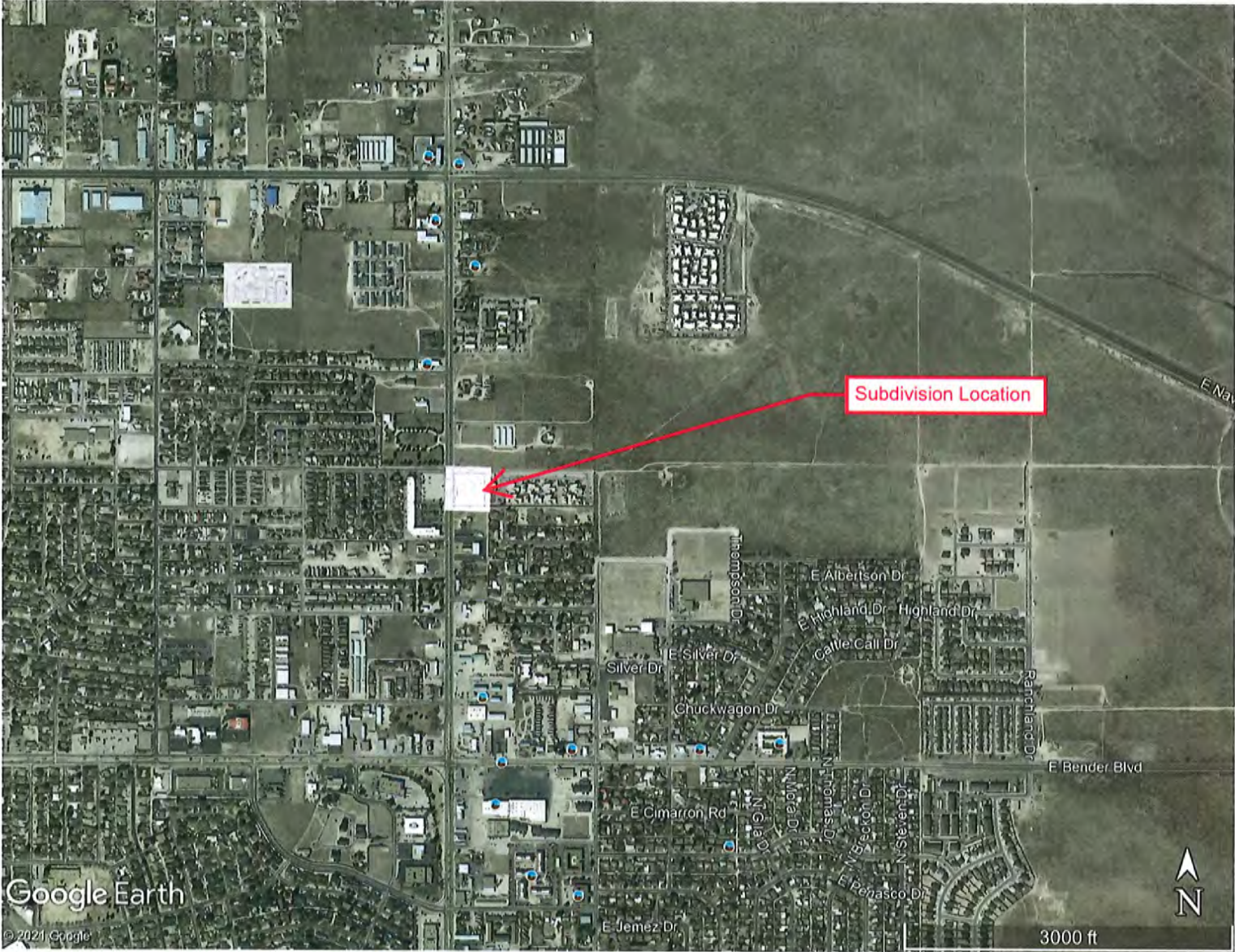
No.	DATE	DESCRIPTION

State of New Mexico, County of _____
I have by copy that this instrument was filed for record on:
The _____ Day of _____,
20____ A.D.
At _____ O'Clock _____ M.
Cabinet _____ Side _____
Book _____ Page _____
By _____
County Clerk
By _____
Deputy

Plat OF
Kass Glorietta-Iron Subdivision
FOR
Property Management Plus, LLC

PROJECT NUMBER:
2021.1079

SHEET: 2 of 2
SU - 102



Subdivision Location

Google Earth

© 2021 Google

3000 ft



