

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 6, 2021



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

Tuesday, July 6, 2021 – 6:00 p.m.

Sam D. Cobb, Mayor

R. Finn Smith
Commissioner – District 1

Joseph D. Calderon
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 6, 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 June 21, 2021, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

None

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 6, 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.)*

2. 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 *(Doug McDaniel, Recreation Director)*
3. 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 *(Tim Woomer, Utilities Director)*

DISCUSSION

4. 2021 Mill Levy Special Election - Hobbs Municipal Schools *(Gene Strickland, Superintendent, Hobbs Municipal Schools)*

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

5. **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 *(Efren Cortez, City Attorney)*
6. 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 Sam Cobb)*

7. Resolution No. 7067 - Authorizing FY 21-22 Funding Appropriation for the Economic Development Corporation of Lea County (*Efren Cortez, City Attorney*)
8. 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 (*Doug McDaniel, Recreation Director*)
9. 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 (*Tim Woomer, Utilities Director*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

10. Next Meeting Date:

- City Commission:
Regular Meeting – ***Monday, July 19, 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 6, 2021

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: June 28, 2021
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of June 21, 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 Monday, June 21, 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 (*via telephone*)
Commissioner Larron B. Fields
Commissioner Joseph D. Calderón
Commissioner Dwayne Penick (*via telephone*)
Commissioner Don Gerth

Also present:

Manny Gomez, City Manager
Efren Cortez, City Attorney
Rocio Ocano, Assistant City Attorney
Barry Young, Deputy Fire Chief
John Ortolano, Police Chief
Doug McDaniel, Recreation Director
Nicholas Goulet, Human Resources Director
Toby Spears, Finance Director
Kevin Robinson, Development Director
Bryan Wagner, Parks & Open Spaces Director
Matt Hughes, Rockwind Community Links Superintendent
Ron Roberts, Information Technology Director
Bobby Arther, Municipal Judge
Shelia Baker, General Services Director
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 Fields delivered the invocation and Commissioner Gerth led the Pledge of Allegiance.

Closed Session

Mayor Cobb announced that the City Commission convened in closed session on Monday, June 17, 2021, at 4:00 p.m., for the discussion of matters subject to the attorney-client privilege pertaining to threatened or pending litigation in Federal or State Courts in which the City is or may become a participant, specifically the following cases:

1. Artis v. City of Hobbs, et al. – D-506-CV-2019-00330
2. Hernandez v. City of Hobbs, et al. – D-506-CV-2020-00666
3. Kane, Sr. v. Lara, et al. – D-506-CV-2021-00243
4. Potts, et al. v. Bejar, et al. – D-506-CV-2020-01441; D-506-CV-2020-01404
5. Rodriguez v. City of Hobbs, et al. – D-506-CV-2020-00708
6. Shimer, et al. v. City of Hobbs, et al. – D-506-CV-2021-00155
7. Soto, et al. v. City of Hobbs, et al. – D-506-CV-2020-01194
8. Taylor v. City of Hobbs, et al. – D-506-CV-2020-00740
9. Ward v. City of Hobbs, et al. – D-506-CV-2020-00794
10. Winfield v. City of Hobbs – D-506-CV-2019-01523
11. City of Hobbs v. Black Hawk Services, LLC, et al. – D-506-CV-2020-01105
12. City of Hobbs v. Mares – M-26-CV-2021-00127
13. City of Albuquerque, et al. v. New Mexico Taxation and Revenue Department – D-202-CV-2018-08036
14. Cabrera v. City of Hobbs, et al. – 19-CV-00720
15. Castillo v. Hille – 21-cv-00258
16. Childers v. City of Hobbs, et al. – 21-cv-00056
17. Craft v. Wright – 17-cv-00469
18. Ellis, et al. v. Hobbs Police Department, et al. – 17-cv-01011
19. Madkins v. City of Hobbs, et al. – 20-cv-1301
20. Smith, et al. v. City of Hobbs, et al. – 19-cv-00796
21. King, et al. v. Lea Regional Hospital, LLC, et al. – 19-cv-00484
22. Wright, et al. v. Martinez, et al. – 18-cv-01126
23. National Opioid Litigation – 19-cv-09359; 19-cv-01006; 19-op-45964; 19-op-46068; 20-ap-50850
24. Smith, et al. v. City of Hobbs, et al. – D-506-CV-2018-01800
25. H.H. Charge 453-2020-01304
26. M.K. Charge 39B-2021-00366
27. S.L. Charge 453-2021-00080
28. D.R. Charge 453-2020-01328
29. C.S. Charge 453-2021-00720

The matters discussed in the closed meeting were limited only to that specified above. No action was taken during the meeting.

Mayor Cobb requested to modify Action Agenda Item No. 5 Resolution No. 7060 – Authorizing FY 21-22 Funding Appropriations for Economic Development and Marketing Entities specifically removing the funding for the “Economic Development Corporation of Lea County” and placing the request on the July 6, 2021, City Commission agenda.

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting held on Monday, June 7, 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

Recognition of City Employees - Milestone Service Awards for the Month of June, 2021

Mr. Manny Gomez, City Manager, recognized the employees who have reached milestone service awards with the City of Hobbs for the month of June, 2021, which total 40 years of service worked. Mr. Gomez read their names, job titles and gave a brief summary of the job duties performed by each of the following employees:

- 5 years – Mary Puccio, Senior Center
- 5 years – Lloyd Cochran, Hobbs Fire Department
- 5 years – Melody Maldonado, Library
- 10 years – Luis Mora, Parks Department
- 15 years – Joseph Vasquez, Hobbs Fire Department

Mr. Gomez thanked the Commission for recognizing the employees and their service to the City. He stated the City's employees are the most important resource and asset within the organization. Mr. Gomez expressed thanks and appreciation to the employees and their families.

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, June 21, 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):

Resolution No. 7059 – Authorizing the City Manager's Litigation Authority.

Consideration of Approval of a Professional Services Agreement with Friends of the Hobbs Public Library, Inc.

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

There were no items for discussion.

Action Items

Resolution No. 7060 – Authorizing FY 21-22 Funding Appropriations for Economic Development and Marketing Entities.

Mayor Cobb stated the funding for the Economic Development Corporation of Lea County will be placed on the July 6, 2021, City Commission agenda for consideration.

Ms. Rocio Ocano, Assistant City Attorney, stated this resolution appropriates funding to two entities that contribute to economic development and marketing of the community. She stated the Hobbs Chamber of Commerce is requesting \$75,000.00 and the Hobbs Hispano Chamber of Commerce is requesting \$64,000.00. She added, if approved, the City of Hobbs will execute a Professional Services Agreement with each entity that will outline the contractual obligations of each party for the fiscal year.

There being no comment or discussion, Commissioner Calderón moved that Resolution No. 7060 be adopted as amended. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth, yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7061 - Authorizing Funding Appropriations to Social Service Agencies for FY 21-22.

Mayor Cobb stated a Social Service Agencies Committee was formed and consisted of Commissioners Calderón, Mills and himself. He stated Ordinance No. 1086 caps funding of agencies at \$400,000.00 and a total of \$400,000.00 was allocated to the following:

- CASA \$ 20,000.00
- Cavern City Child Advocacy \$ 5,000.00
- Community Drug Coalition \$ 127,000.00
- Faith in Action \$ 13,500.00
- Isaiah's Kitchen \$ 15,000.00
- Legacy Pregnancy Resource Center \$ 7,500.00
- MyPower, Inc. \$ 35,000.00
- Option \$ 19,000.00
- Opportunity House \$ 19,000.00

- Palmer Drug Abuse Program \$ 50,000.00
- Salvation Army \$ 25,000.00
- Senior Bash \$ 2,000.00
- Southwest Symphony \$ 5,000.00
- Teen Court \$ 32,000.00
- Weekend Hunger Initiative \$ 25,000.00

There being no comment or discussion, Commissioner Gerth moved that Resolution No. 7061 be adopted as presented. Commissioner Fields seconded the motion and the vote was recorded as follows: Smith abstain, 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.

Commissioner Smith stated he abstained due to his wife, Mrs. Paula Smith, being a co-founder of MyPower, Inc.

Resolution No. 7062 – Extending the Professional Services Agreement with Rockwind Grill, LLC, as Assigned by Pacific Rim, Inc., for Management and Operation of Rockwind Restaurant and Catering Service.

Ms. Ocano explained the resolution and stated this resolution will contractually bind the City of Hobbs and Rockwind Grill, LLC, to continue food and beverage services at Rockwind Community Links. She stated on June 17, 2019, the City entered into a professional services agreement with Pacific Rim, Inc., for restaurant, food, beverage and catering services at Rockwind Community Links. Ms. Ocano further stated the agreement was subsequently assigned by Pacific Rim, Inc. to Rockwind Grill, LLC, with the consent of the City, binding Rockwind Grill, LLC, to the term of one year with the option of three one-year renewals. She stated on June 15, 2020, the City adopted Resolution No. 6945 which exercised the first one-year option under the agreement. Ms. Ocano stated this proposed resolution would trigger the second one-year extension to the original term if approved by the Commission at tonight's meeting.

In reply to Mayor Cobb's questions, Mr. Doug McDaniel, Recreation Director, stated 19 feedback comment cards were received from customers, 17 of which were positive, one had five stars and one was not complimentary. He stated Cornhole Tournaments have been added on Thursday nights which have had 60 participants and/or spectators. Mr. McDaniel stated Rockwind Grill, LLC, is serving catfish on Friday nights and has resumed brunch on Sundays. He added there will be a discussion of goals held quarterly. Ms. McDaniel stated the relationship with Rockwind Grill, LLC, is good and the performance has improved.

Mr. Ben Kirkes, Golf Professional, echoed Mr. McDaniel's comments and stated there have been occasional staffing issues but Mr. Hayden Andrews, General Manager for

Pacific Rim, Inc., has handled them appropriately. He further stated the wait times at Rockwind Grill have improved and the grab-and-go concept was a very good idea.

Mr. Hayden Andrews, General Manager of Rockwind Grill, LLC, stated there has been good participation at the newly incorporated "theme nights" at Rockwind Grill and the relationship between the City and Rockwind Grill, LLC, is good.

In response to Commissioner Fields' question, Mr. Andrews stated Rockwind Grill begins serving catfish at 11:00 a.m. on Fridays.

Mr. Jaw Yue, President of Rockwind Grill, LLC, stated it has been a tough year with having to close due to COVID-19. He requested a refund of rent he paid while Rockwind Grill was closed due to the Public Health Order. He stated Rockwind Grill seems to be working for everyone.

Mayor Cobb stated they would set up a meeting to discuss the rental payments.

Commissioner Gerth thanked Mr. Andrews for thinking outside the box. He stated the more ideas, the better off Rockwind Grill will be to draw citizens out to Rockwind Links. He encouraged Rockwind Grill to accept more and hand them to customers with their bill instead of leaving them on the table.

Commissioner Mills stated Rockwind Grill hosted a reception for the groundbreaking of the Veterans Memorial Park. He added the food was good and the reception was well organized.

There being no further comment or discussion, Commissioner Smith moved that Resolution No. 7062 be adopted as presented. Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick no vote, 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. (Mayor Cobb stated the telephone signal with Commissioner Penick was spotty during this vote; thus, no vote was recorded for Commissioner Penick.)

Resolution No. 7063 - Approving and Adopting the Market Rate Multi-Family and Single Family Unit Production Municipal Infrastructure Reimbursement Incentive Program for FY 21-22

Mr. Kevin Robinson, Development Director, explained the resolution and stated the Market Rate Multi-Family & Single-Family Unit Production Incentive and Public Participation Infrastructure Extension Development Agreement Policy is based on past development agreements and programs approved and adopted by the City Commission and reflect those tenants with past development agreements and programs that staff feels were deemed desirable by the City Commission. He stated the last policy adopted was Resolution No. 6810 in June of 2019. Due to the current economy and the trajectory of

new units with the increased cost of lumber, the incentive in the proposed policy has been reduced by 50%. A new provision has been added for Public Participation Infrastructure Extension Development based on the concept contained in Chapter 16 of the Hobbs Municipal Code.

He stated RFP No. 440-11 was published on November 10, 2011, advertising to the development community the City's need for Multi-family housing. The first development agreement in response to RFP #440-11 was approved on February 21, 2012, and subsequently a total of \$3,872,886.06 has been appropriated towards development agreements incentivizing the production of market rate housing valued at an estimated \$173,775,000.00 (993 units @ \$175,000.00) by participating in the installation of municipal infrastructure. Mr. Robinson stated RFP #443-12 incentivizing the production of market rate single-family housing was published on June 5, 2012. The Commission has appropriated \$9,022,105.00 towards market rate single-family housing development agreements with actual disbursements that have totaled \$6,735,735.00 incentivizing the production of 714 units of new single family housing.

Mayor Cobb stated while we have reduced participation, the City wishes to remain a partner with developers. He added the policy can be amended in the future if the economy rebounds.

In response to Commissioner Gerth's question, Mr. Robinson stated there are approximately 130-140 homes currently available for sale in Hobbs. Mayor Cobb stated, by comparison, there are approximately 400-500 homes for sale in Roswell, New Mexico.

There being no further comment or discussion, Commissioner Smith moved that Resolution No. 7063 be adopted 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. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

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

Commissioner Mills wished everyone a Happy Fourth of July.

Commissioner Penick reminded everyone of the Community Trash Clean-Up in District 5 on Saturday, June 26, 2021. He stated they will be meeting at the corner of Millen and Grimes.

Mr. Gomez congratulated the Hobbs High School Golf Team for their win at the State Tournament. He stated the Hobbs Police Department will escort the team back into town tonight.

Mr. Gomez also reminded everyone of the District 5 Community Clean-Up on June 26, 2021.

Mr. Gomez stated the City of Hobbs will host the dedication of the art structure "Stay Human" at the CORE on Friday, July 9, 2021, at 10:00 a.m.

Mr. Gomez wished everyone a Happy Fourth of July and stated the City will have Fireworks Safe Zones on July 2-4, 2021, at the Hobbs Industrial Air Park.

Commissioner Smith wished everyone a safe and Happy Fourth of July. He stated "Golf Week" recently had a great article about Rockwind Community Links.

Mayor Cobb wished everyone a safe and Happy Fourth of July.

Adjournment

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 6:40 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 6, 2021

SUBJECT: CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH THE BOYS AND GIRLS CLUB OF HOBBS

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: June 29, 2021
SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

- Previously, the City of Hobbs and The Boys and Girls Club of Hobbs have entered into a Professional Services Agreement for the operation of a nine week Summer Program...
The Club also executes the contract with Gus Macker, Inc., on an annual basis for the Gus Macker 3-on-3 Basketball Tournament...
During Summer 2020, the Hobbs Boys and Girls Club conducted a program that had ninety-six participants...
The Boys and Girls Club would receive \$69,000 in funding from the City of Hobbs, if approved.

Fiscal Impact:

Reviewed by: [Signature]
Finance Department

There is currently \$69,000 included in the Recreation Department's FY22 Budget. (Professional Services 01-0330-42601) Quarterly payments of \$17,250 will be on the following dates upon receipt of an invoice from The Boys and Girls Club of Hobbs: October 1, 2021, January 1, 2022, April 1, 2022, and June 1, 2022.

Attachments: Copy of Professional Services Agreement

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Staff recommends approval of a Professional Services Agreement with The Boys and Girls Club of Hobbs in the amount of \$69,000.

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.

**PROFESSIONAL SERVICES AGREEMENT
CITY OF HOBBS – BOYS AND GIRLS CLUB OF HOBBS, INC.**

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 Boys and Girls Club of Hobbs, Inc., (hereinafter referred to as "Contractor") and hereby do agree as follows:

1.0 SCOPE OF SERVICES

1.1 CONTRACTOR will provide the following services:

CONTRACTOR will operate a 9-week summer recreation program for 6 to 12-year-olds, and shall perform the necessary services toward promoting these activities in the community, and such services shall include, but not be limited to, the following:

1.1.1 Provide a facility to operate a 9-week summer recreation program to run Monday through Friday, with an agenda that includes recreational, educational, personal improvement and cultural activities.

1.1.2 Serve in the capacity as being the designated site to accommodate special needs participants during the regular 9-week program hours kept by the facility.

1.1.3 Hire and maintain a minimum of at least eight (8) additional employees to serve as staff for the day program. For the special needs program, an additional employee shall have a background and working knowledge of special need participants and work in the capacity of the special needs participant supervisor during the hours of operation. Additional employees shall also be designated as employees to work with special needs participants as attendance warrants. Staff for all programs arising under this agreement shall be employees of CONTRACTOR and shall not be employees of CITY and are not entitled to any City of Hobbs benefits, including, but not limited to, insurance, leave, worker's compensation,

and/or retirement.

CONTRACTOR will provide the following services in addition to those above:

1.1.4 Provide and obtain Licensing Agreement for the Gus Macker Basketball Tournament. Provide additional staff for the Gus Macker Basketball Tournament to consist of: one (1) Head Buster (referee); and scorekeepers as attendance warrants.

1.1.5 Design and placement of news releases and advertising in the appropriate media, naming CITY as co-sponsor. All advertising shall be reviewed and approved by CITY prior to submission to the media.

1.1.6 Provide reasonable assistance to CITY staff with special summer program activities such as July 4th, on which date at least four (4) of CONTRACTOR's summer staff will be required to assist. During the Gus Macker Basketball Tournament an adequate number of scorekeepers will be provided.

1.1.7 Maintain daily records of activities and the number of participants in the program and submit weekly reports to CITY by Monday of the week following the reporting period. In addition, a final report at the conclusion of the summer programs shall be submitted to CITY. Any incidents of serious nature, as determined by the CONTRACTOR, shall be immediately reported to CITY.

1.1.8 Perform such other related services as mutually agreed upon by both parties and requiring no additional cost as anticipated by the scope of this Agreement including a final written evaluation of the total program.

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 total sum not to exceed SIXTY-NINE THOUSAND DOLLARS (\$69,000) for services rendered under this Agreement. The aforesaid amount shall be paid in quarterly installments of \$17,250.00, 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 As an express condition to payment outlined in Section 2.1 above, CONTRACTOR shall submit written quarterly reports 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. Quarterly reports shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Doug McDaniel. Failure to submit quarterly reports may delay payment under this Agreement.

2.3 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.

2.4 In the event CONTRACTOR does not, for any reason, perform any of the services outlined in Section 1.0 above, City may withhold final payment under the terms of the Agreement, in the amount commensurate with the service not provided not to exceed \$10,000.00.

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, for any reason, by either party with 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 policies shall be primary and shall be required as set out herein:

General Liability as follows: Premises, operations, products, completed operations and contractual liability. The limits of liability shall be no less than \$1,000,000.00 combined single limits for bodily injury and property damage.

Workers' Compensation is required along with State statutory employer's liability limits

regardless of the number of employees.

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:

BOYS AND GIRLS CLUB OF HOBBS, INC.

By: _____
Executive Director

By: _____
Board President

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

EFREN A. CORTEZ, City Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 6, 2021

SUBJECT: Resolution to Remove Uncollectable Utility Accounts

DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: June 25, 2021
SUBMITTED BY: Tim Woomeer, Utilities Director

Summary:

Accounts receivable for the period of July 2016 through June 2017 resulting from water, garbage, and sewer services totaling \$27,306.64 are deemed uncollectable based on efforts made to collect on the account and locate the debtor. In accordance with 3-37-7, NMSA 1978 account with balances resulting from activity four years or older are to be removed from the list of accounts receivable to the City of Hobbs.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

There would be no fiscal impact on a cash basis of accounting.

Attachments:

Resolution. Uncollectable accounts.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

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

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. 7064

A RESOLUTION AUTHORIZING THE REMOVAL OF
ACCOUNTS RECEIVABLE FOR WATER, GARBAGE AND SEWER SERVICES
THAT HAVE BEEN DETERMINED TO BE UNCOLLECTABLE
FOR THE PERIOD OF JULY 1, 2016 THROUGH JUNE 30, 2017

WHEREAS, the City of Hobbs Water Department has determined that certain accounts have been deemed uncollectable based on efforts to collect on accounts and to locate the debtor; and

WHEREAS, according to NMSA 1978, §3-37-7, that accounts with balances resulting from activity that is four years old or older be removed from the list of accounts receivable; and

WHEREAS, for the period of July 1, 2016, through June 30, 2017, the amount of uncollectable accounts total \$27,306.64.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor is hereby authorized and directed to approve the removal of uncollectable accounts for water, garbage and sewer in the amount of \$27,306.64.

PASSED, ADOPTED AND APPROVED this 6th day of July 2021.

SAM D. COBB, MAYOR

ATTEST:

JAN FLETCHER, City Clerk

Utility Billing

Collections Proof List

User: klewis
 Printed: 06/24/2021 - 4:30PM
 Sort By: Account Number
 Batch: 02021.06.2021 - Write Offs



Account No	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
005760-000	01-04-3535-03		-3.18	-5.02	-35.12	0.00	0.00
BILLY GARCIA			0.00	0.00	0.00	0.00	0.00
006499-000	02-04-2720-05		-25.54	-39.77	-64.66	0.00	0.00
TANIA FRIAS			0.00	0.00	0.00	0.00	0.00
007475-000	03-04-2290-01		-13.68	-24.43	-35.92	0.00	-25.00
OLIVIA RAMIREZ			0.00	0.00	0.00	0.00	0.00
007528-000	03-05-2605		-1,083.23	-1,714.09	-742.14	0.00	0.00
WASHINGTON PL APT S B			0.00	0.00	0.00	0.00	0.00
007531-002	03-05-2620-09		-26.44	-43.09	-35.12	0.00	-15.00
VIRGINIA GARCIA			0.00	0.00	0.00	0.00	0.00
007890-001	04-08-6400		-130.08	-89.93	-68.88	0.00	0.00
JIMMY HENRY			0.00	0.00	0.00	0.00	0.00
008942-000	05-02-0725		0.00	0.00	-54.60	0.00	0.00
BAGEL CAFE			0.00	0.00	0.00	0.00	0.00
009287-001	05-04-2795		-9.44	-14.78	-15.97	0.00	0.00
TERRI GRAINGER			0.00	0.00	0.00	0.00	0.00
009606-002	16-02-2320		-8.11	-78.41	-39.92	0.00	0.00
SHAROHONDA KING			0.00	0.00	0.00	0.00	0.00
009617-002	14-03-2795-05		-24.59	-32.47	-86.22	0.00	-15.00
CINDIA GARRETT			0.00	0.00	0.00	0.00	0.00
009784-000	06-02-0835		-40.85	-165.40	-80.63	0.00	-25.00
BRENDA SALCIDO			0.00	0.00	0.00	0.00	0.00
010629-000	07-02-1365		-46.83	-105.73	0.00	0.00	0.00
WASHINGTON PL APT STB			0.00	0.00	0.00	0.00	0.00
010630-000	07-02-1375		-70.35	-162.29	0.00	0.00	0.00
WASHINGTON PL APT STB			0.00	0.00	0.00	0.00	0.00
010631-000	07-02-1385		-32.60	-73.16	0.00	0.00	0.00
WASHINGTON PL APT STB			0.00	0.00	0.00	0.00	0.00
010632-000	07-02-1395		-354.76	-683.98	0.00	0.00	0.00
WASHINGTON PL APT STB			0.00	0.00	0.00	0.00	0.00
010635-000	07-02-1420		-83.26	-190.60	0.00	0.00	0.00
WASHINGTON PL APT STB			0.00	0.00	0.00	0.00	0.00

Account No	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
010636-000	07-02-1422		-89.81	-205.99	0.00	0.00	0.00
	WASHINGTON PL APT STB		0.00	0.00	0.00	0.00	0.00
010637-000	07-02-1425		-105.96	-240.71	0.00	0.00	0.00
	WASHINGTON PL APT STB		0.00	0.00	0.00	0.00	0.00
010638-000	07-02-1430		-22.15	-149.78	-904.32	0.00	0.00
	WASHINGTON PL APT STB		0.00	0.00	0.00	0.00	0.00
011485-000	07-04-4412		-8.11	-9.03	-22.50	0.00	-20.00
	PENNIE BENNETT		0.00	0.00	0.00	0.00	0.00
011672-000	07-05-5090		-20.72	-27.39	-72.65	0.00	-25.00
	ALEX FRALEY		0.00	0.00	0.00	0.00	0.00
011881-001	13-02-1430		0.00	0.00	-0.30	0.00	0.00
	SKEET WALLACE		0.00	0.00	0.00	0.00	0.00
012007-001	08-02-1205-00		-6.02	-5.87	-16.62	0.00	0.00
	BRENDA SINGLETON		0.00	0.00	0.00	0.00	0.00
012227-000	08-02-1755		-1,331.94	-2,076.81	-1,563.18	0.00	0.00
	WASHINGTON PL APT #A		0.00	0.00	0.00	0.00	0.00
012788-002	08-02-1565		-4.78	-23.16	-16.76	-80.30	0.00
	RONNIE SMITH		0.00	0.00	0.00	0.00	0.00
012841-000	09-02-0470-00		-4.78	-7.06	-33.53	0.00	0.00
	EMORY BLAKNEY		0.00	0.00	0.00	0.00	0.00
012959-000	09-02-0945-04		-78.31	-73.38	-83.02	0.00	-15.00
	WILLARD SCALES		0.00	0.00	0.00	0.00	0.00
012963-001	15-01-1200		-18.67	-24.69	0.00	0.00	0.00
	CHRISTOPHER DEAN		0.00	0.00	0.00	0.00	0.00
013173-000	09-03-1825		-35.47	-32.46	-86.22	0.00	-65.00
	RUBELIA PATTERSON		0.00	0.00	0.00	0.00	0.00
013204-000	09-03-1965		-25.62	-68.48	-35.12	0.00	0.00
	JOSIE ROBERSON		0.00	0.00	0.00	0.00	0.00
014190-002	01-04-3445		-13.46	-7.54	-25.49	0.00	0.00
	LUS ROJAS		0.00	0.00	0.00	0.00	0.00
014286-000	10-06-3260-02		-2.53	-4.38	-26.34	0.00	0.00
	JOHN WISE		0.00	0.00	0.00	0.00	0.00
014408-000	10-06-3780-00		-115.67	-84.99	-88.61	-465.00	-55.00
	DOLORES GARZA		0.00	0.00	0.00	0.00	0.00
014600-002	02-04-3155		-42.92	-80.68	-142.06	0.00	0.00
	LAZARO JR BUENO		0.00	0.00	0.00	0.00	0.00
015099-000	11-03-2000-15		-31.66	-126.48	-78.24	0.00	-25.00
	PAULA KIDD		0.00	0.00	0.00	0.00	0.00
015435-000	11-04-3338		-4.46	-4.70	-616.12	0.00	0.00
	HASTINGS ENTERTAINMENT		0.00	0.00	0.00	0.00	0.00

Account No	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
016082-003	15-06-4935		-4.48	-16.78	-28.74	0.00	0.00
MARK SMITH			0.00	0.00	0.00	0.00	0.00
016509-001	13-01-0240		-54.05	-119.75	-105.74	0.00	0.00
JESSICA SALAZAR			0.00	0.00	0.00	0.00	0.00
017204-000	13-03-2180		-35.49	-141.15	-82.22	0.00	-25.00
ROSE PEREZ			0.00	0.00	0.00	0.00	0.00
017262-003	11-02-1320		-2.05	-6.08	-7.19	0.00	0.00
PATSY FLORES			0.00	0.00	0.00	0.00	0.00
017519-000	13-05-4230-12		-13.96	-19.01	-37.53	0.00	-25.00
DORIS BUSCHMAN			0.00	0.00	0.00	0.00	0.00
017904-002	08-04-3975		-34.34	-18.36	-48.70	0.00	0.00
VANESSA LANCASTER			0.00	0.00	0.00	0.00	0.00
018348-001	15-02-1390		-0.65	0.00	-9.11	0.00	0.00
SARA LANDRUM			0.00	0.00	0.00	0.00	0.00
018395-001	01-03-1760		-0.68	-1.08	-2.39	0.00	0.00
JOHN THOMAS			0.00	0.00	0.00	0.00	0.00
019049-001	01-01-0055		-8.20	-12.10	-41.57	0.00	0.00
BODY RIGHT			0.00	0.00	0.00	0.00	0.00
019525-000	15-04-2860-10		0.00	0.00	-6.26	0.00	0.00
MARIA HERNANDEZ			0.00	0.00	0.00	0.00	0.00
020915-000	16-04-4085-00		-0.83	-3.01	-7.98	0.00	0.00
MARIE LANE			0.00	0.00	0.00	0.00	0.00
022298-003	10-06-3465		-18.01	-31.79	-70.49	0.00	0.00
MANUELA CARRILLO			0.00	0.00	0.00	0.00	0.00
023508-001	19-01-0133		0.00	-18.52	-7.19	0.00	0.00
DURRELL SEYLER			0.00	0.00	0.00	0.00	0.00
024841-000	17-04-3329-05		0.00	0.00	-605.20	0.00	0.00
GENERAL WIRELESS OPERATIONS INC. #9201			0.00	0.00	0.00	0.00	0.00
024973-000	10-06-4223-28		-249.91	-38.62	-57.48	0.00	0.00
MARIA ANCHONDO			0.00	0.00	0.00	0.00	0.00
025266-002	01-04-3335		-13.63	-17.56	-27.82	0.00	0.00
AMBER D SHORTER			0.00	0.00	0.00	0.00	0.00
025500-001	15-02-1135		-49.12	-76.69	-20.75	0.00	0.00
AMBER NAEGELE			0.00	0.00	0.00	0.00	0.00
025535-001	16-03-2855-01		-23.66	-21.53	-36.72	0.00	0.00
PATRICIA PATEL			0.00	0.00	0.00	0.00	0.00
025588-002	07-02-2405		-3.41	-11.56	-35.92	0.00	0.00
SAMUEL ENRIQUEZ			0.00	0.00	0.00	0.00	0.00
026682-004	15-03-1825-04		0.00	-0.76	-15.97	0.00	0.00
AMELIA ALVARADO			0.00	0.00	0.00	0.00	0.00

Account No	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
026836-000	07-03-3875		-23.22	-93.33	-81.43	0.00	-15.00
VICTORIA GARCIA			0.00	0.00	0.00	0.00	0.00
026866-002	01-03-2390		-19.52	-37.67	-41.35	0.00	0.00
VERONIKKA SYLVAS			0.00	0.00	0.00	0.00	0.00
027644-001	07-02-2040		-9.30	-7.85	-20.62	0.00	0.00
KRISTEN MC CLOUD			0.00	0.00	0.00	0.00	0.00
027968-000	17-05-3555		0.00	0.00	-16.12	0.00	0.00
EUGENE SERGENT			0.00	0.00	0.00	0.00	0.00
028024-001	16-05-5830		-57.89	-49.54	-45.50	0.00	0.00
TONYA JONES			0.00	0.00	0.00	0.00	0.00
028056-000	15-06-5010		0.00	0.00	-5.43	0.00	0.00
BERTHA PEREZ			0.00	0.00	0.00	0.00	0.00
029078-000	11-01-0015		0.00	-4.34	-23.95	0.00	0.00
ANDY UPTON JR			0.00	0.00	0.00	0.00	0.00
029103-000	07-04-4408		0.00	-37.81	-30.06	0.00	0.00
RUSSELL WEAVER			0.00	0.00	0.00	0.00	0.00
030127-000	07-02-2006		-60.78	-40.91	-57.48	0.00	0.00
CHRISTYANNA RODRIGUEZ			0.00	0.00	0.00	0.00	0.00
030336-000	13-04-2625		-2.96	-9.24	-12.47	0.00	0.00
FRANCES MEEKS			0.00	0.00	0.00	0.00	0.00
030547-002	10-06-4223-28		-62.14	-108.34	-35.12	0.00	0.00
GLORIA RIVAS			0.00	0.00	0.00	0.00	0.00
030785-000	04-05-3940		-44.47	-14.48	-43.70	0.00	0.00
ANTONIO SEGOVIA			0.00	0.00	0.00	0.00	0.00
031023-001	12-04-4190		-44.65	-17.31	-34.21	0.00	0.00
JUANITA KIRK			0.00	0.00	0.00	0.00	0.00
031121-000	15-06-4965		0.00	0.00	-2.06	0.00	0.00
GENOVEVA SANCHEZ			0.00	0.00	0.00	0.00	0.00
031149-000	11-02-0845		-26.86	-39.79	-67.85	0.00	0.00
ALICIA SAENZ			0.00	0.00	0.00	0.00	0.00
031207-001	13-04-2640		-2.50	-3.31	-31.05	0.00	0.00
CESAR QUEZADA			0.00	0.00	0.00	0.00	0.00
031344-000	15-03-1673		-0.62	0.00	-6.10	0.00	0.00
FABIAN IBANEZ-RUEDA			0.00	0.00	0.00	0.00	0.00
032794-000	17-06-4765		-34.60	-24.43	-38.41	0.00	0.00
SANDRA HARMATIUK			0.00	0.00	0.00	0.00	0.00
033011-000	16-07-0640		0.00	0.00	-0.16	0.00	0.00
COFFEE BARN			0.00	0.00	0.00	0.00	0.00
033168-000	01-02-0995		-6.83	-10.08	-49.92	0.00	0.00
JONES MOTOR COMP OF HOBBS LLC			0.00	0.00	0.00	0.00	0.00

Account No	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
033186-000	01-03-2595		0.00	-7.08	0.00	0.00	0.00
CRYSTAL TEEL			0.00	0.00	0.00	0.00	0.00
033525-000	16-05-5405		-15.59	-26.83	-37.68	0.00	0.00
TROY HUNT			0.00	0.00	0.00	0.00	0.00
033589-000	01-03-2130		-9.66	-17.60	-101.11	0.00	0.00
S & S SMOKERS OUTLET #2			0.00	0.00	0.00	0.00	0.00
033627-000	15-06-4285		-79.91	-86.11	-46.30	0.00	0.00
JUAN MARTINEZ			0.00	0.00	0.00	0.00	0.00
033645-000	03-02-1120		-11.79	-11.01	-16.76	0.00	0.00
DENISE MILLER			0.00	0.00	0.00	0.00	0.00
033877-000	12-05-5020		-24.95	-67.42	-79.04	0.00	0.00
JEANIE WHATLEY			0.00	0.00	0.00	0.00	0.00
033897-000	15-01-0900		0.00	-5.13	0.00	0.00	0.00
TRACY DUNLAP			0.00	0.00	0.00	0.00	0.00
034095-001	07-01-0995		-4.53	-10.70	-20.66	0.00	0.00
BRENDA HERNANDEZ			0.00	0.00	0.00	0.00	0.00
034469-000	09-02-0885		-17.99	-23.78	-63.07	0.00	0.00
MURIEL MORRISON			0.00	0.00	0.00	0.00	0.00
035140-000	16-04-3985		0.00	0.00	-10.35	0.00	0.00
VINCENT SANCHEZ			0.00	0.00	0.00	0.00	0.00
035244-001	10-01-0655		-1.03	-8.87	-14.37	0.00	0.00
JOSE REYES			0.00	0.00	0.00	0.00	0.00
035286-003	04-01-0120		0.00	-10.79	-16.76	0.00	0.00
BENITO RAMIREZ			0.00	0.00	0.00	0.00	0.00
035695-000	15-03-1875		-2.73	-5.03	-10.76	0.00	0.00
RICHARD DOWNING			0.00	0.00	0.00	0.00	0.00
035796-002	05-07-3373		-2.96	-3.92	-24.14	0.00	0.00
LILYANA MARES			0.00	0.00	0.00	0.00	0.00
036008-000	07-02-2047-11		-12.26	-24.74	-33.92	0.00	0.00
KIRK ARMSTRONG			0.00	0.00	0.00	0.00	0.00
036627-000	14-02-1445		-2.05	-10.52	-7.19	0.00	0.00
ROSA RASCON			0.00	0.00	0.00	0.00	0.00
036724-000	15-01-0905		-8.65	-49.92	0.00	0.00	0.00
BRENDA MARTINEZ			0.00	0.00	0.00	0.00	0.00
036834-001	15-06-4605		0.00	-31.64	-18.36	0.00	0.00
MARTHA GAYTAN			0.00	0.00	0.00	0.00	0.00
037014-001	10-05-2468		0.00	0.00	-3.17	0.00	0.00
MANDIE BENTLE			0.00	0.00	0.00	0.00	0.00
037016-000	15-07-0305		-7.42	-16.45	-26.13	0.00	0.00
SPACE AGE COMMUNICATIONS			0.00	0.00	0.00	0.00	0.00

Account No	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
037133-000	18-01-0440		-57.09	-150.60	-54.29	0.00	0.00
RAFAEL VERDE			0.00	0.00	0.00	0.00	0.00
037182-000	13-03-1680		-75.66	-290.94	-88.61	0.00	0.00
DENISE LOPEZ			0.00	0.00	0.00	0.00	0.00
037227-000	15-03-1750		-0.91	-1.71	-5.54	0.00	0.00
RIANNA FREDERIKSEN			0.00	0.00	0.00	0.00	0.00
037505-004	17-03-1218		0.00	0.00	-2.05	0.00	0.00
CARLOS MARTINEZ JR			0.00	0.00	0.00	0.00	0.00
037588-001	07-02-2512		-5.51	-6.25	-9.58	0.00	0.00
SHAWNA GARRETT			0.00	0.00	0.00	0.00	0.00
037603-000	09-04-3092		0.00	0.00	0.00	-75.00	-20.00
BLANCA ORTEGA			0.00	0.00	0.00	0.00	0.00
037839-002	02-05-4205-01		0.00	-2.29	-18.36	0.00	0.00
VALLIAN BROOKS			0.00	0.00	0.00	0.00	0.00
037920-000	17-03-0685-07		-3.95	-23.44	-17.56	0.00	0.00
CODY DAVIS			0.00	0.00	0.00	0.00	0.00
037937-001	15-06-4245		0.00	0.00	-9.17	0.00	0.00
JACQUELINE DOMINGUEZ			0.00	0.00	0.00	0.00	0.00
038277-002	13-04-2711		-15.36	-22.58	-57.46	0.00	0.00
CHRISTINA SANCHEZ			0.00	0.00	0.00	0.00	0.00
038399-001	15-06-4795		-112.62	-107.67	-50.29	0.00	0.00
ALFREDO TENA			0.00	0.00	0.00	0.00	0.00
038431-000	15-07-0050		-27.23	-38.73	-87.02	0.00	0.00
MICHAEL BEY			0.00	0.00	0.00	0.00	0.00
038533-001	10-04-2290		-126.73	-200.75	-89.40	0.00	0.00
SILVANA PALOMARES			0.00	0.00	0.00	0.00	0.00
038635-000	05-05-3465		0.00	-1.17	-11.97	0.00	0.00
ELIE WILLIAMS			0.00	0.00	0.00	0.00	0.00
038640-001	17-06-4647-27		-1.13	-1.50	-13.18	0.00	0.00
STEVEN PARRISH			0.00	0.00	0.00	0.00	0.00
038787-000	02-04-2930		-41.10	-49.78	-91.80	0.00	0.00
ALICIA SALAS			0.00	0.00	0.00	0.00	0.00
038849-000	16-01-1255		-31.09	-65.42	0.00	0.00	0.00
TERESA GOODRICH			0.00	0.00	0.00	0.00	0.00
038900-000	15-05-4060		-22.54	-84.31	-69.37	0.00	0.00
ALBERT FERNANDEZ			0.00	0.00	0.00	0.00	0.00
038922-000	02-05-4415		-4.76	-8.65	-14.37	0.00	0.00
JULIANNA SERRANO			0.00	0.00	0.00	0.00	0.00
039302-000	14-02-1325		0.00	0.00	-3.22	0.00	0.00
DENISE HOUSEWRIGHT			0.00	0.00	0.00	0.00	0.00

Account No	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
039332-001	05-04-2907		-2.05	-2.71	-16.62	0.00	0.00
LUIS TINAJERO			0.00	0.00	0.00	0.00	0.00
039626-000	10-06-3819		-92.43	-245.75	-88.61	0.00	0.00
JOSEPH ROBERTS			0.00	0.00	0.00	0.00	0.00
039629-001	07-01-0365		0.00	0.00	-2.81	0.00	0.00
BILLY WARD			0.00	0.00	0.00	0.00	0.00
040156-001	04-01-0595		-2.13	-19.93	-27.94	0.00	0.00
LAGARY GREEN			0.00	0.00	0.00	0.00	0.00
040222-001	17-02-0374		0.00	0.00	-16.56	0.00	0.00
WILLIAM BRISCOE			0.00	0.00	0.00	0.00	0.00
040546-000	12-04-4155		-11.05	-13.55	-39.92	0.00	0.00
DEVIN SCARBER			0.00	0.00	0.00	0.00	0.00
040654-000	17-06-4666		-11.87	-12.51	-27.71	0.00	0.00
JACKIE BUSTAMANTE			0.00	0.00	0.00	0.00	0.00
040948-000	12-01-0785		0.00	-2.46	-4.79	0.00	0.00
ZACHARY MADRID			0.00	0.00	0.00	0.00	0.00
041236-000	10-05-2685		-19.08	-59.32	-47.10	0.00	0.00
SONIA HERNANDEZ			0.00	0.00	0.00	0.00	0.00
041367-001	13-05-4280-00		0.00	-11.39	-11.97	0.00	0.00
VALERIE MALDONADO			0.00	0.00	0.00	0.00	0.00
041474-001	15-06-4935		-14.08	-35.79	-29.54	0.00	0.00
ENRIQUE VILLAR			0.00	0.00	0.00	0.00	0.00
041515-000	05-02-1370-13		-4.10	-8.49	-34.32	0.00	0.00
BOBBY BEENE			0.00	0.00	0.00	0.00	0.00
041586-000	07-02-2929		0.00	0.00	-19.52	0.00	0.00
JENNIFER LOPEZ			0.00	0.00	0.00	0.00	0.00
041664-000	13-03-1892		-1.82	-2.40	-20.47	0.00	0.00
ROBERTO PADILLA			0.00	0.00	0.00	0.00	0.00
041686-000	02-04-2840		0.00	0.00	-7.65	0.00	0.00
ALFREDO ROQUE			0.00	0.00	0.00	0.00	0.00
041719-000	10-06-4205		-130.05	-144.78	-47.90	0.00	0.00
ZANE HELMS			0.00	0.00	0.00	0.00	0.00
041819-000	17-03-1216		-2.98	-9.80	-15.80	0.00	0.00
ANITA WILLIAMS			0.00	0.00	0.00	0.00	0.00
041881-000	06-02-0670		-10.82	-66.17	-39.92	0.00	0.00
DENNIS WARD			0.00	0.00	0.00	0.00	0.00
041897-000	07-02-2405		-6.59	-22.83	-47.10	0.00	0.00
ARMIDA MARTINEZ			0.00	0.00	0.00	0.00	0.00
041927-000	12-05-5125		-12.25	-43.08	-57.48	0.00	0.00
ADRIAN JR BROWN			0.00	0.00	0.00	0.00	0.00

Account No	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
041935-001	17-06-4632		-2.73	-13.86	-33.53	0.00	0.00
OSCAR MINJAREZ JR			0.00	0.00	0.00	0.00	0.00
042065-000	17-04-3153		0.00	0.00	-361.12	0.00	0.00
OUTLAW DIESEL REPAIR LLC			0.00	0.00	0.00	0.00	0.00
042098-000	14-02-1530		0.00	0.00	-4.98	0.00	0.00
JAVIER GOMEZ			0.00	0.00	0.00	0.00	0.00
042148-000	10-06-4215		-277.50	-198.19	-67.85	0.00	0.00
WINTER TANNER			0.00	0.00	0.00	0.00	0.00
042203-000	08-04-3375-03		-355.79	-183.20	-66.26	0.00	0.00
JAVIEN DAVIS			0.00	0.00	0.00	0.00	0.00
042320-000	17-03-1231		-2.73	-4.91	-44.60	0.00	0.00
LAWRENCE CHAMBLIN			0.00	0.00	0.00	0.00	0.00
042390-000	03-03-1753		-10.74	-19.11	-35.25	0.00	0.00
ROBERT AVALON			0.00	0.00	0.00	0.00	0.00
042477-000	14-01-0400		0.00	-0.61	-23.95	0.00	0.00
LASHONNTAE HEWITT			0.00	0.00	0.00	0.00	0.00
042608-000	16-01-0095		-0.91	-1.23	-35.24	0.00	0.00
XAVIER MERCADO			0.00	0.00	0.00	0.00	0.00
			-6,523.69	-10,324.91	-9,467.74	-620.30	-370.00
			0.00	0.00	0.00	0.00	0.00
					Batch Total:		-27,306.64

DISCUSSION



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 6, 2021

SUBJECT: 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

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: June 28, 2021
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

- Baker Brother's Holiday Restaurant Bar-B-Q and Catering, LLC, has applied to the State of New Mexico, Alcoholic Beverage Control, for transfer of ownership of Liquor License No. 2714 located at 2827 North Dal Paso.
This request is for a change of ownership within the applicant entity.
The application has received preliminary approval from the State of New Mexico and the City has duly published notice of the hearing in the Hobbs News-Sun and properly notified the applicant of such hearing by certified mail.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

The applicant has paid the required \$250.00 administrative fee to the City for processing of the application.

Attachments:

- 1. Application packet from State of New Mexico, Alcoholic Beverage Control
2. Affidavit of Publication - Notice of Public Hearing
3. Resolution

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Motion to approve or disapprove the transfer of ownership; second; vote.

Table with two columns: 'Approved For Submittal By' (with signatures for Department Director and City Manager) and 'CITY CLERK'S USE ONLY COMMISSION ACTION TAKEN' (with fields for Resolution No., Ordinance No., Approved, Other, Continued To, Referred To, Denied, File No.).

CITY OF HOBBS

RESOLUTION NO. 7065

A RESOLUTION CONCERNING THE APPLICATION OF
BAKER BROTHER'S HOLIDAZE RESTAURANT BAR-B-Q AND CATERING, LLC,
FOR TRANSFER OF OWNERSHIP OF LIQUOR LICENSE NO. 2714
LOCATED AT 2827 NORTH DAL PASO, HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs has received the application of Baker Brother's
Holidaze Restaurant Bar-B-Q and Catering, LLC, d/b/a Holidaze Restaurant for the
transfer of ownership of Liquor License No. 2714 located at 2827 North Dal Paso, Hobbs,
New Mexico, which received preliminary approval from the State of New Mexico,
Alcoholic Beverage Control; and

WHEREAS, a public hearing is being held by the governing body of the City of
Hobbs on July 6, 2021, on the question of whether or not the proposed transfer of
ownership of the liquor license should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE
CITY OF HOBBS, NEW MEXICO, that the application of Baker Brother's Holidaze
Restaurant Bar-B-Q and Catering, LLC, d/b/a Holidaze Restaurant, 2827 North Dal Paso,
Hobbs, New Mexico, for transfer of ownership of Liquor License No. 2714 be and is
hereby _____ (approved or disapproved).

PASSED, ADOPTED AND APPROVED this 6th day of July, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA


I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 2 issue(s).

Beginning with the issue dated
June 04, 2021
and ending with the issue dated
June 18, 2021.



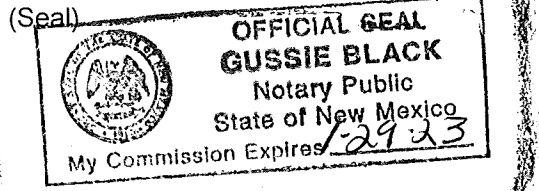
Publisher

Sworn and subscribed to before me this
18th day of June 2021.



Business Manager

My commission expires
January 29, 2023



This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said

LEGAL NOTICE June 4 and 18, 2021

NOTICE OF PUBLIC LIQUOR HEARING

NOTICE IS HEREBY GIVEN that the City Commission of the City of Hobbs, New Mexico, will hold a public hearing on **Tuesday, July 6, 2021**, in the City Commission Chamber at City Hall, First Floor Annex, 200 East Broadway, Hobbs, New Mexico, for the purpose of considering the application for a liquor license as set forth below and to hear any protests and objections to the granting thereof. Protests and objections may be made by any interested persons at the time, date and place of hearing.

NOTICE TO PERSONS WITH DISABILITIES: If you have a disability and require special assistance to participate in the hearing, please contact Jan Fletcher at least three days before the hearing date at (575) 397-9207.

NOTICE REGARDING COVID-19: Everyone attending the hearing must adhere to the Public Health Order regarding social distancing and wearing masks, including in the hearing.

HEARING FORMAT: The hearing format is subject to change to a virtual remote meeting if an in-person meeting cannot be held. If any persons desire to testify or otherwise participate in the hearing, please contact Jan Fletcher, City Clerk, at (575) 397-9200 or submit written comments by email to jfletcher@hobbsnm.org by 4:30 p.m. on the date of the hearing.

If you are in need of an interpreter to participate in the hearing, please contact Jan Fletcher at (575) 397-9200 at least three days before the hearing date.

Liquor License Number: 2714
Applicant: Baker Brother's Holiday Restaurant Bar-B-Q and Catering, LLC
D/B/A: Holiday Restaurant
Location: 2827 North Dal Paso, Hobbs NM, 88240
The request is for a change of ownership within the applicant entity. The license is currently owned by Baker Brother's Holiday Restaurant Bar-B-Q and Catering, LLC.

DATED this 3rd day of June, 2021.

/s/ Sam D. Cobb
SAM D. COBB, Mayor
#36544

67108146

00254850

CITY OF HOBBS FINANCE DEPT
200 E. BROADWAY ST
HOBBS, NM 88240



NIMRLD
 NEW MEXICO
 REGULATION &
 LICENSING DEPARTMENT

RECEIVED

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
 Linda M. Trujillo, Superintendent
 Andrew Vallejos, Director

May 24, 2021

MAY 31 2021

OFFICE OF THE CITY CLERK
 HOBBS, NEW MEXICO

Certified Mail No.: 9171 9690 0935 0078 6736 60

9171 9690 0935 0078 6736 60

City of Hobbs
 Attn: Jan Fletcher
 200 East Broadway
 Hobbs, NM 88240

Lic. No. /Appl. No.: Inter-Local Dispenser License No. 2714 / Application No. 1161380
 Name of Applicant: Baker Brother's Holiday Restaurant Bar-B-Q and Catering, LLC
 Doing Business As: Holiday Restaurant
 Proposed Location: 2827 N. Dal Paso St., Ste. 136, Hobbs, New Mexico 88240

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted Preliminary Approval. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing.** Both publications must occur before a hearing can be conducted. The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, the Notice shall also be published on the website.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and



regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

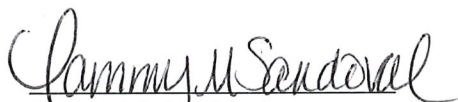
The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. A record shall be made of the hearing.

The Applicant is seeking a Transfer of Ownership of Inter-Local Dispenser Liquor License No. 2714.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,



Tammy M. Sandoval
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4548 Fax: (505) 476-4595
Email: Tammy.Sandoval@state.nm.us

Enclosures:

- 1) Original Page 1 of the Application (*must be signed and returned w/notices of publication and cover letter confirming approval/disapproval*)

Note: Page 2, Premises Location, Ownership & Description and Zoning Statement were not required for this Transfer of Ownership Application since the premises location has already been established, and is not moving.



4/8/21
Tammy



RECEIVED
AGD Stamp

New Mexico Regulation and Licensing Department | Alcohol and Gaming Division
PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4593

Page 1 Revised 5/16
08 2021

AGD USE ONLY: Payment | Application Fee \$ 200 Received on: 4-8-21 Receipt No. 2374674
Application Number: 1161385 Local Option District: ALCOHOLIC BEVERAGE CONTROL

TRANSFER OF DISPENSER-TYPE LIQUOR LICENSE APPLICATION

\$200.00 Application Fee, non-refundable.

License No. 2714 Type of License: ILD

Check appropriate boxes:

Application is for: Transfer of Ownership Transfer of Ownership and Location Transfer of Location Only

Record Owner of Existing License: Baker Brother's Holiday Restaurant Bar-B-Q and Catering, LLC

Current D/B/A Name: Holiday Restaurant

Current Premises Address: 2827 N. Dal Paso Street, Suite 136, Hobbs, NM 88240

Current LOD: City of Hobbs Is License moving out of Local Option District? Yes No

APPLICANT IS: Individual Limited Liability Company Corporation Partnership (General/Limited)

NAME of Individual/Company: _____ ADDRESS (including city, state, zip) _____

Baker Brother's Holiday Restaurant Bar-B-Q and Catering, LLC 713 W. Cottonwood Ave, Lovington, NM 88260

COPY TO: RHODES & SALMON, PC (MARK RHODES) 1801 LOMAS BLVD NW, ALBUQUERQUE, NM 87104

D/B/A Name to be used: Holiday Restaurant Business Phone #: (575) 392-7169

Email Address (required): mmr@rspcnm.com

Physical location where license is to be used: (Include Street # / Highway # / State Road, City, State, and Zip Code)
2827 N. Dal Paso Street, Suite 136, Hobbs, New Mexico 88240

County of: Lea County

Mailing Address: 1801 Lomas Blvd NW, Albuquerque, New Mexico 87104

Are alcoholic beverages currently being dispensed at the proposed location? Yes No If Yes, License # / Type: ILD 2714

Agent/Contact Person: Mark Rhodes Phone#: (505) 247-0328 Email: mmr@rspcnm.com

I, (print name) FRED BAKER, as (title) Member

being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

Sign before a Notary Public:

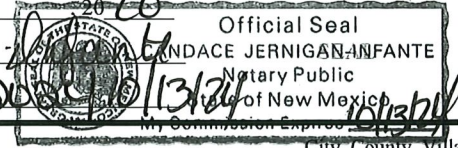
Signature of Applicant: [Signature] Date: 10-21-2020

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Lea)

SUBSCRIBED AND SWORN TO before me this 21st day of October, 2020

By: Fred Baker Notary Public: [Signature]

My Commission Expires: 10/13/2021



FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____ City, County, Village

Public Hearing held on _____, 20____. Check one: Approved Disapproved

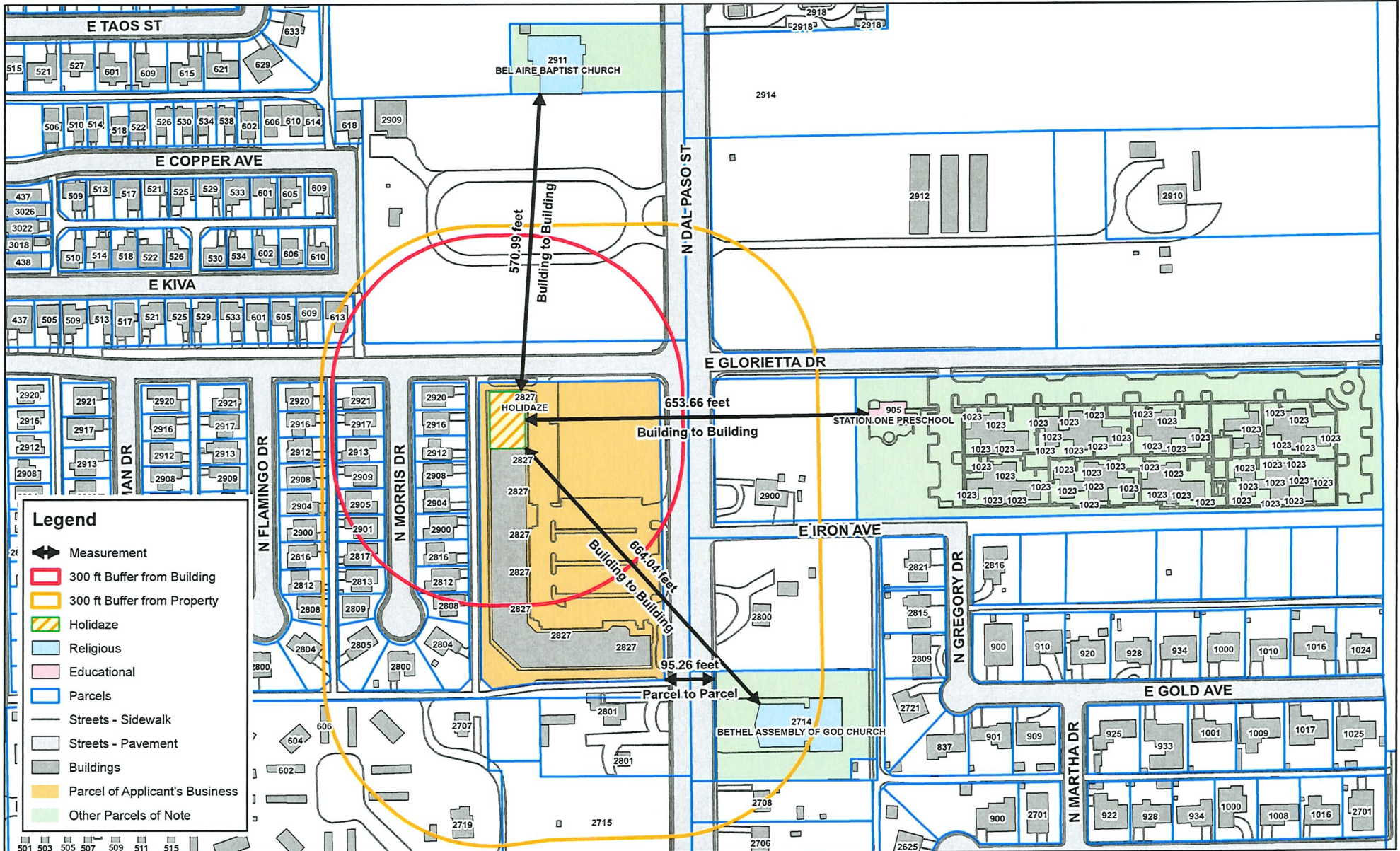
Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: Approved Disapproved

Signed by Director: _____ Date: _____

Holidaze

300 ft Buffer Zone Map for Liquor License



City of Hobbs GIS Division

SY

Date: 6/29/2021

1 inch = 250 feet

Time: 9:36:11 AM

DISCLAIMER: THE CITY OF HOBBS MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE OF ANY KIND REGARDING ANY GIS DATA PROVIDED HEREIN OR THE SOURCES OF SUCH DATA. THE CITY OF HOBBS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DATA CONTAINED WITHIN THIS PRODUCT IS PROVIDED BY THE CITY OF HOBBS FOR INFORMATIONAL PURPOSES ONLY AND NOT IN COMPLIANCE WITH ANY LEGAL REQUIRED SURVEYING STANDARD.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 6, 2021

SUBJECT: A Resolution Supporting the New Mexico Oil and Gas Association's Opposition to Listing the Lesser Prairie-Chicken as an Endangered Species Under the Endangered Species Act of 1973

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: June 30, 2021
SUBMITTED BY: Sam D. Cobb, Mayor

Summary:

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. The City of Hobbs wishes to adopt a resolution supporting such opposition to avoid negative impacts to the citizens and economy of Hobbs.

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Resolution

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Approval of the resolution.

Approved For Submittal By:

Department Director



City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 7066

A RESOLUTION SUPPORTING THE NEW MEXICO OIL AND GAS ASSOCIATION'S
OPPOSITION TO LISTING THE LESSER PRAIRIE-CHICKEN AS AN ENDANGERED
SPECIES UNDER THE ENDANGERED SPECIES ACT OF 1973

WHEREAS, on Tuesday, June 1, 2021, the United States Department of Interior, Fish and Wildlife Service issued a proposed rule under section 4(d) of the Endangered Species Act of 1973, listing the lesser prairie-chicken (*Tympanuchus pallidicinctus*) as an endangered species within the Southern Distinct Population Segment (DPS); and

WHEREAS, the Southern DPS for the lesser prairie-chicken is situated in New Mexico and Texas within the oil and gas center of the Permian Basin; and

WHEREAS, a listing of the lesser prairie-chicken as an endangered species would impose new restrictions on the oil and gas sector in the Permian Basin – an industry that serves as the “backbone” of the economies of Southeastern New Mexico and West Texas; and

WHEREAS, the New Mexico Oil and Gas Association (NMOGA) has opposed the listing of the lesser prairie-chicken as an endangered species and has asserted that such a listing would prove to be unnecessary, onerous, and disruptive to oil and gas production that provides critical service to all New Mexicans ; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City of Hobbs opposes the listing of the lesser prairie-chicken as an endangered species as doing so would interrupt current conservation efforts and would unnecessarily disrupt oil and gas production in the

Permian Basin which would likely have significant negative impacts to the citizens and economy of Hobbs, New Mexico.

PASSED, ADOPTED AND APPROVED this 6th day of July, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 06, 2021

SUBJECT: A RESOLUTION AUTHORIZING FY21-22 FUNDING APPROPRIATIONS FOR THE ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: June 29, 2021
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary: This Resolution appropriates funding to the Economic Development Corporation of Lea County which significantly contributes to the economic development and marketing of Hobbs, New Mexico. The funding amounts are:

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

If approved, the City of Hobbs will execute a Professional Services Agreement with the Economic Development Corporation of Lea County that will outline the contractual obligations of each party for the fiscal year.

Fiscal Impact:

Reviewed By: 
Finance Department

\$250,000.00 has been approved in the preliminary FY21-22 budget. A \$25,000.00 adjustment would need to be made and approved (both by Commission and DFA) in the final 2022 budget.

Attachments:

Proposed Resolution

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

The Commission should consider the Resolution.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 7067

A RESOLUTION AUTHORIZING FY 21-22 FUNDING APPROPRIATIONS
FOR THE ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that FY 21-22 funding appropriations are approved for the Economic Development Corporation of Lea County in the following amounts:

	Amount Requested	Amount Approved
Economic Development Corporation		
Operating	\$ 200,000.00	\$ 200,000.00
Special Project	\$ 50,000.00	\$ 50,000.00
Retail Recruitment	\$ 25,000.00	\$ 25,000.00

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized and directed to execute appropriate a Professional Service Agreement with the Economic Development Corporation of Lea County in the amounts approved above.

PASSED, ADOPTED AND APPROVED this 6th day of July, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 6, 2021

SUBJECT: CONSIDER FIRST CONTRACTUAL AMENDMENT (2021) AMENDING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HOBBS AND LIFE SKILLS FORE YOUTH OF THE PECOS

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: June 29, 2021
SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

- One of the missions at Rockwind Community Links is to grow the game of golf by offering various junior golf programs. The First Tee continues to play an important role in teaching not only golf but life skills. In June 2019, the Commission, via Resolution, approved a Professional Services Agreement with a term of one year, and with three additional one year renewal options. The first of these options was approved via Resolution in June 2020. If approved at the June 21, 2020 City Commission Meeting, the second of the three renewal options would commence.
- The City of Hobbs has received a \$75,000 from the SB377 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. Expenses in the following categories are eligible for reimbursement: Personnel, Other Operating, Capital, Other.
- During Summer 2020, the First Tee conducted three, week long, summer camps with a total of 63 participants. In Fall 2020, there was a nine week session with a total of 72 participants. During the current term of the agreement, the various outreach programs conducted by First Tee, to include the National School Program, had a total of 1,368 participants. For Fall 2021, these outreach programs are projected to include 5,385 with the pandemic having a greatly reduced effect.
- The City of Hobbs will also provide a maximum of two (2) fundraising golf tournaments.

Fiscal Impact

Reviewed by: _____


Finance Department

The City of Hobbs has included \$34,560 in the Rockwind Community Links budget to fund the operation of the First Tee program. The funds are budgeted in account 180-184316-42601. (Professional Services) In addition, pass thru legislative funds of \$75,000 and offsetting expenditures will need to be budgeted and approved in the legislative special revenue funds for final 2022 budget. (Budget: 210-219999-30718-00323 revenue – 210-42601-00323 expenditure)

Attachments: Resolution, Copy of the Professional Services Agreement, Copy of SB377 Information

Legal Review:

Approved As To Form:

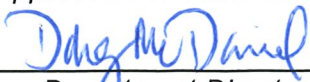


City Attorney

Recommendation:

Staff recommends that the Commission consider approving a Resolution to renew the Professional Services Agreement for the operation of the First Tee Program at Rockwind Community Links for FY 22, July 1, 2021, through June 30, 2022, at a cost of \$34,560 to include \$75,000 in funding from SB377.

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. _____

FIRST CONTRACTUAL AMENDMENT (2021)
**AMENDING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HOBBS AND
LIFE SKILLS FORE YOUTH OF THE PECOS**

WHEREAS, on June 03, 2019, the City of Hobbs City Commission approved a professional services agreement between the City of Hobbs ("City") and Life Skills Fore Youth of the Pecos ("Life Skills")(*attached hereto and incorporated herein as Exhibit 1*); and

WHEREAS, the original term of the Agreement was for one year with the option of three one-year renewals; and

WHEREAS, Section 2.0 titled "City's Contribution" sets forth payment of services by the City on a quarterly basis in an aggregate sum of One Hundred and Nine Thousand, Five Hundred and Sixty Dollars (\$109,560.00); and

WHEREAS, Senate Bill (SB) 377 Junior Appropriation funds have been appropriated to the City of Hobbs "for youth sports programs, including first tee, in Hobbs and in Lea County" in the amount of Seventy-Five Thousand Dollars (\$75,000.00) with an appropriation number of 21-ZF9133 and a reversion date of June 30, 2022; and

NOW THEREFORE, for good and valuable consideration acknowledged by the City and Life Skills, pursuant to Section 6.10 of the 2019 Agreement, the City and Life Skills mutually agree to amend Section 2.1 of the Agreement as follows:

- 2.1 The City of Hobbs shall pay Life Skills a sum not to exceed ONE HUNDRED AND NINE THOUSAND, FIVE HUNDRED AND SIXTY DOLLARS (\$109,560.00). The aforesaid amount shall consist of THIRTY-FOUR THOUSAND, FIVE HUNDRED AND SIXTY DOLLARS (\$34,560.00) from the City as budgeted in the FY21-22 annual budget and SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) as appropriated by SB377 Junior (21-ZF9133 *attached hereto and incorporated herein*). The aforesaid THIRTY-FOUR THOUSAND, FIVE HUNDRED AND SIXTY DOLLARS (\$34,560.00) shall be paid in quarterly installments of \$8,640.00, 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. The aforementioned SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) shall be paid on a cost reimbursement basis as required by the Department of Finance and Administration Appropriation Number 21-ZF9133. Pursuant to DFA requirements, Life Skills will submit to the City the Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The City will review these documents to ensure all expenses to be reimbursed reflect the intent and purpose of the appropriation language. All expenditures for which Life Skills requests reimbursement must occur prior to the reversion date. The latest date Life Skills may submit a Request for Payment is July 15, 2022. With the submission of the final Exhibit A: Request for Payment, Life Skills must include a completed Exhibit B: Final Report form in order to receive the final reimbursement. Life Skills 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.

Any language not specifically identified above shall remain in full force and effect through the remainder of the Agreement term as set forth in Section 4.0 of the Agreement.

[Required Signatures on Next Page]

LIFE SKILLS FOR YOUTH OF THE PECOS

BY: _____
Adrienne Fields, Executive Director
The First Tee of Southeastern New Mexico

Date: _____

CITY OF HOBBS

BY: _____
Sam D. Cobb
Mayor

Date: _____

BY: _____
Manny Gomez
City Manager

Date: _____

ATTEST:

By: _____
City Clerk

Date: _____

Approved as to Form:

By: _____
Efren A. Cortez
City Attorney

Date: _____

By: _____
Attorney for Life Skills For Youth Of
The Pecos

Date: _____



PROFESSIONAL SERVICES AGREEMENT

CITY OF HOBBS – LIFE SKILLS FORE YOUTH OF THE PECOS

WHEREAS, Section 3-17-1, NMSA 1978, 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 Section 13-1-126, NMSA 1978, as amended, has conducted a good faith review of available sources and 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 Life Skills Fore Youth of the Pecos (hereinafter referred to as "Life Skills") hereby do agree as follows:

1.0 SCOPE OF SERVICES

1.1 Life Skills will provide the following services:

1.1.1 Provide coaches to deliver golf skills and life skills instruction to the youth of the City of Hobbs under The First Tee of Southeastern New Mexico program;

1.1.2 Provide all equipment, instructional materials and other programming materials for The First Tee of Southeastern New Mexico program;

1.1.3 Provide all program management resources including scheduling of class sessions and staff, registration, collection of program fees and supervision for The First Tee of Southeastern New Mexico program;

1.1.4 Provide all coach and volunteer training required for The First Tee of Southeastern New Mexico program delivery. Additionally, perform comprehensive background checks of all coaches and volunteers to help ensure the safety and well-being of the participants of The First Tee of Southeastern New Mexico program ;

1.1.5 Allow for The First Tee of Southeastern New Mexico brand and logo usage on Rockwind Community Links marketing materials;

1.1.6 Provide official designation of Rockwind Community Links as a “The First Tee of Southeastern New Mexico Program Location”;

1.1.7 Provide on-site signage regarding The First Tee of Southeastern New Mexico;

1.1.8 Recognize Rockwind Community Links in marketing and sponsorship materials including The First Tee web site;

1.1.9 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.

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

1.3 It is expressly understood and acknowledged that Life Skills 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 CITY'S CONTRIBUTION

2.1 The City of Hobbs shall pay Life Skills a sum not to exceed ONE HUNDRED AND NINE THOUSAND, FIVE HUNDRED AND SIXTY DOLLARS (\$109,560). The aforesaid amount shall be paid in quarterly installments of \$27,390, 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, 2019; the second shall be due on or after January 1, 2020; the third payment on or after April 1, 2020; and the last payment on or after June 1, 2020. Life Skills 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 will provide access to dedicated driving range and practice areas to deliver The First Tee of Southeastern New Mexico program including the Life Skills Experience. Access to the driving range and practice areas shall be coordinated and approved by the Rockwind Community Links General Manager.

2.3 City will allow members of The First Tee of Southeastern New Mexico, during non-program times, to use the driving range/golf course located at Rockwind Community Links at a discounted First Tee rate. This rate will be designated by Rockwind Community Links and Rockwind Community Links will retain this income.

2.4 City will provide areas at Rockwind Community Links to certify program participants

and to deliver life skills classroom instruction. The designation and use of such areas at Rockwind Community Links will be at the sole discretion of the Rockwind Community Links General Manager.

2.5 City will strive to provide Rockwind Community Links staff time, outside the times of their official duties and capacities for the City, for program instruction and/or other programming organizational needs if possible. The designation and use of such staff will be at the sole discretion of the Rockwind Community Links General Manager. Staff will not be compensated for assisting The First Tee of Southeastern New Mexico at Rockwind Community Links.

2.6 City will provide the use of the Rockwind Community Links golf course facility for a maximum of two (2) special fundraising golf events specifically for Life Skills. The designation of dates and use of the facility for such fundraising events shall be coordinated and approved by the Rockwind Community Links General Manager.

2.7 City will assist with raising awareness of Life Skills through City marketing materials, marketing programs and appropriate signage.

2.8 City will strive to provide Life Skills staff opportunities, where appropriate, for employment and career training in golf course operations. Life Skills staff will not be employees of nor will they be compensated by City for this training.

2.9 City will help to identify and recruit program volunteers to assist with program delivery, transportation and other tasks related to programming, excluding City staff.

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

3.0 INSURANCE

Life Skills 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 and workers' compensation insurance policies.

4.0 TERM

The duration of this agreement will be for one year from the date of signatures below with the option to renew, by mutual agreement between the City and Life Skills for three additional one year terms. All options must be renewed by Resolution. With mutual agreement between the parties, either party may terminate this agreement by giving notice at least 120 days prior to the end of any one-year term.

5.0 LOGO USAGE

Under the terms of this agreement, there are specific uses of The First Tee of Southeastern New Mexico logo that are allowable. Misuse of the logo could result in breach of contract. The following requirements must be followed anytime The First Tee of Southeastern New Mexico logo is utilized:

5.1 All of the name "The First Tee of Southeastern New Mexico" must be used rather than dropping "The" or "of Southeastern New Mexico" from the name;

5.2 The ® must be included with the first usage of the trademark text unless the logo appears before the text;

5.3 Never use the individual elements of the logo alone or in less than the full design;

5.4 The Chapter must reproduce the secondary mark from artwork or digital files initially obtained from the home office.

6.0 MISCELLANEOUS PROVISIONS

6.1 Life Skills 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.

6.2 Life Skills represents and warrants that the information given to City in support of its request for City's contribution as outlined in this agreement 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.

6.3 Life Skills agrees to abide by all state and federal rules, regulations and statutes pertaining to equal opportunity. In accordance with these laws and regulations, Life Skills 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 Life Skills pursuant to this Agreement.

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

6.5 Life Skills 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 Life Skills

rendition of services or failure to render services pursuant to this Agreement or any breach of this Agreement.

6.6 This Agreement shall be construed pursuant to the laws of the State of New Mexico and the parties agree that any dispute arising out of this agreement shall be heard in the Fifth Judicial District Court of Lea County, New Mexico.

6.7 The parties 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. City may cancel this Agreement without further responsibility to provide services on behalf of Life Skills if the legality of such is challenged.

6.8 If Life Skills 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 Life Skills to secure such services.

6.9 This is a personal services contract and neither City nor Life Skills may assign this Agreement, or any interest herein, without prior written approval of the other.

6.10 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.

6.11 Life Skills grants the City the ability to audit Life Skills' financial standing and all relevant financial documents and information related to the operations of the First Tee Program. Life Skills must submit a Related Party Disclosure Form.

6.12 The City will not act as a trustee for any funds or revenues generated by Life Skills to include sponsorship fees, tournament/green fees, or any other revenue. Said revenue will be collected and retained by Life Skills staff without exception.

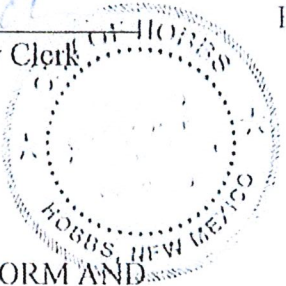
6.13 Life Skills will not issue credit cards drawn on any First Tee account to any City staff.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 21st day of June, 2019.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

[Signature]
JAN FLETCHER, City Clerk



By: [Signature]
SAM D. COBB, Mayor

[Signature]
MANNY GOMEZ, Acting City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]
EFREN CORTEZ, City Attorney

ATTEST:

LIFE SKILLS FORE YOUTH OF THE PECOS

By: [Signature]
ADRIENNE FIELDS, Executive Director
The First Tee of Southeastern New Mexico

APPROPRIATION

RECIPIENT: **City of Hobbs**

<u>APPROPRIATION NUMBER:</u>	<u>APPROPRIATION AMOUNT:</u>	<u>REVERSION DATE:</u>
21-ZF9133	\$ 75,000.00	June 30, 2022

APPROPRIATION LANGUAGE

Seventy-five thousand dollars (\$75,000) for youth sports programs, including first tee, in Hobbs and in Lea county; funds unexpended by June 30th, 2022 will be reverted to the State of New Mexico’s general fund.

APPROPRIATION REIMBURSEMENT

The appropriation funds will be disbursed through a reimbursement process. The Appropriation Recipient will submit to the Reimbursing Agency the Exhibit A: Request for Payment form along with supporting document(s) that evidence the expenses to be reimbursed. The Reimbursing Agency will review these documents to ensure all expenses to be reimbursed reflect the intent and purpose of the appropriation language. All expenditures for which the Appropriation Recipient requests reimbursement must occur prior to the reversion date. The latest date the Appropriation Recipient may submit a Request for Payment is July 15th, 2022. With the submission of the final Exhibit A: Request for Payment, the Appropriation Recipient must include a completed Exhibit B: Final Report form in order to receive the final reimbursement.

CERTIFICATION

I hereby certify that **City of Hobbs**

1. Will only use the appropriation funds to carry out and/or perform activities described in appropriation language.
2. Will comply with State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the project.
3. Ensures that the appropriation funds only benefit entities in accordance with applicable law, including, but not limited to Article IX, Section 14 of the Constitution of the State of New Mexico, “Anti-Donation Clause.”
4. Will follow the procedure described in “Appropriation Reimbursement” for reimbursement of appropriated funds.

Appropriation Recipient Representative

Date

Appropriation Recipient CFO

Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number ZF9133 in the amount of \$75,000.

Donnie Quintana
Director, Local Government Division

Date



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 6th, 2021

SUBJECT: CES CONTRACT WITH SMITH ENGINEERING FOR THE PROFESSIONAL ENGINEERING DESIGN SERVICE OF TRUNK F SEWER REPLACEMENT (JOE HARVEY & GRIMES.)

DEPT. OF ORIGIN: Utility Dept. / Engineering Dept.
DATE SUBMITTED: 6-29-2021
SUBMITTED BY: Tim Woomer, Utilities Director / Todd Randall, City Engineer

Summary:

- Smith Engineering Company provided design services for the last two phases of the Trunk Line F Sewer replacement.
- 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.
- City Commission approval will authorize the City Manager to enter in a contract with Smith Engineering using CES's current procurement contract (CES NO. 19-01B-C205-ALL).
- The attached proposal fee is \$155,375.00 (excluding GRT) for Base Design Services. Note, the additional design services are not part of the recommendation.

Fiscal Impact:

Reviewed By: 
Finance


Budget Line: 62-44901-00097 SEWER LINE REPLACEMENT
Budget Amnt: \$6,555,459.06
Design Fees: \$155,375.00 (excluding GRT)

Any Professional Services Contract over \$75,000 requires City Commission Approval.

Attachments:

Fee Proposal

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Consideration to Approve a CES contract with Smith Engineering (CES No. 19-01B-C205-ALL)

Approved For Submittal By:


Department Director

City Manager

**CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN**

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



An Agreement for the Provision of Professional Services

Smith Engineering Company (Smith)
201 N. Church St., Suite 200A
Las Cruces, New Mexico 88001
575-523-2395

City of Hobbs
200 E. Broadway Street
Hobbs, New Mexico 88240
575-397-9232

Date: May 14, 2021

Project Name/Location: Trunkline "F" Sewer Replacement Joe Harvey & Grimes

Scope/Intent and Extent of Services: See Attachment 1 "Scope of Services"

Fee Arrangement:

Lump Sum Fee: Using the procedures set forth under the Terms and Conditions, Client shall select either the Base Design Services or the Base plus Additional Design Services as presented in Attachment 1. Client shall pay Smith the Lump Sum amount (plus applicable gross receipts tax) for the desired design level services.

Initials Design Services Option

_____ **Base Design Services - \$155,375.00**

_____ ~~Base + Additional Design Services - \$356,575.00~~

Base Design Services
only are being awarded

Offered by:

Smith Engineering Company



Rusty Payne
Vice President

5/14/21

Date

Accepted by:

City of Hobbs

Manny Gomez
City Manager

Date

The Terms and Conditions on pages 2 thru 4 of this form are a part of this Agreement.

Terms and Conditions:

Smith Engineering Company (Smith) shall perform the services outlined in this agreement for the stated fee arrangement.

Access to Site:

Unless otherwise stated, Smith will have access to the site for activities necessary for the performance of the services. Smith will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction, or post-construction between the Client and Smith shall go to non-binding mediation. Client and Smith agree to include a similar mediation agreement with all contractors, subcontractors, sub consultants, suppliers, and fabricators, thereby making mediation the primary method for dispute resolution between all parties.

Billings/Payments:

Smith shall submit invoices for Smith's services at Smith's choice, either upon completion of such services or monthly. Invoices shall be payable within 30 days after the invoice date. If the Client has not paid the invoice within 30 days, Smith may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

Late Payments:

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any part or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Certifications:

Client shall not require Smith to execute any document that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence Smith cannot ascertain.

General Considerations:

The standard of care for all professional engineering and related services performed or furnished by Smith under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Smith makes no warranties, express or implied, under this Agreement or otherwise, in connection with Smith's services. Smith and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

Construction Contract:

Smith shall not at any time supervise, direct, or have control over any contractor's work, nor shall Smith have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

Smith neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

Smith shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Smith's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Smith.

Allocation of Risk:

In recognition of the relative risks, rewards, and benefits of the project to both the Client and Smith, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, Smith's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, is limited to \$50,000 or the total amount of compensation received by Smith, whichever is greater. Such causes include, but are not limited to, Smith's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Termination of Services:

Either the Client or Smith may terminate this Agreement should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Smith for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by Smith under this agreement shall remain the property of Smith and the Client may use the documents provided they are to be used on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer.

Consequential Damages:

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Smith, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the

Attachment 1

Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Smith shall require similar waivers of consequential damages protecting all the entities or persons named in all contracts and subcontracts with others involved in this project.

Third-Party Beneficiaries:

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or Smith. Smith is performing the services under this Agreement solely for the Client's benefit and no other party or entity shall have any claim against Smith because of this Agreement or the performance or nonperformance of services hereunder. The Client and Smith agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

-END OF TERMS AND CONDITIONS

Attachment 1 – Scope of Services

Scope of Services:

Smith Engineering Company (Smith) is pleased to submit this proposal to provide professional land surveying and civil engineering services related to this project. Using conventional trenching methods, the project will primarily consist of replacing Sanitary Sewer Trunkline F, an existing 24-inch concrete trunkline in Joe Harvey Boulevard from the east side of Central Drive to the intersection with Grimes Street (approximately 1,300 linear feet). The replacement will continue north along Grimes Street to its intersection with Millen Drive (approximately 5,300 linear feet). The City has provided their mobile lidar and imagery for layout of the proposed improvements. Additionally, the City has completed the design reconfiguration of the Grimes Street and Joe Harvey intersection as well as the traffic signal replacement. These design elements will be incorporated into the final design plans to be issued for competitive bidding. Bore and jack installation may be required at the existing culvert bank crossing Grimes Street adjacent to Del Norte Park.

As an additional, the City has requested design services for the infill of existing depressed medians along Joe Harvey Boulevard. This will typically include storm drain at-grade inlet box structures connected with dual 60-inch diameter storm drain pipes within the backfilled medians. The medians will likely be reconfigured to provide “Texas Turnarounds” for U-turn maneuvers as well as the modification of the left turn lanes. Additionally, these additional design services will provide a complete reconstruction of Grimes Street from the City’s intersection plans to its intersection with Millen Drive. These improvements will include new street section, sidewalks, ADA compliant ramps, and driveways along the route. Utilities (water, gas, and reuse water) will be replaced at all crossings the full width of the roadway reconstruction along Grimes Street.

Base Design Services:

Land Surveying Services:

Smith will utilize the City’s Lidar and aerial imagery for the design layout and survey elevations for the proposed improvements. Smith will supplement with field topographic surveys of existing utilities along the replacement corridor as well as field surveyed measurements of the sanitary sewer manholes and their contributing incoming lines along the route.

Engineering Services:

Sanitary Sewer Plan and Profiles: Smith will prepare sanitary sewer plan and profiles for the Trunkline “F” Replacement along Joe Harvey Boulevard and continue northbound along Grimes Street to its connection with the existing system. These plans will show the horizontal and vertical layout of the replacement sanitary sewer line. The street section above the sanitary sewer replacement will be replaced in kind to the preexisting grades and slopes.

Bypass Pumping Plans: Smith will prepare sanitary sewer bypass pumping plans to maintain sewer flow during the replacement of the existing concrete trunkline. These plans will provide

estimated flows to be pumped as well as an estimated duration. Smith will coordinate with the City for the determination of estimated sewer flow volumes.

Traffic Control Plans: Smith will prepare traffic control plans to divert traffic away from the proposed construction. The plans will identify separate phases that will progress concurrent with construction in efforts to minimize disruption to traffic and the surrounding businesses. The plans will also be coordinated with the Bypass Pumping Plans to protect the pumps and piping utilized to maintain sanitary sewer flows.

Meetings and Coordination: Smith anticipates five (5) meetings with the City for project coordination during the design phase. These meetings will include a kickoff meeting and progress design meetings (30%, 60%, and 90%). Any additional meetings required for engineering services will be billed on an hourly rate basis. The Client will be informed in writing via email once hourly rates apply.

Additional Design Services:

Engineering Services:

Street Plan and Profiles: Smith will prepare street plan and profiles for Joe Harvey Boulevard and Grimes Streets concurrent with the proposed sanitary sewer replacement. These plans will show the horizontal and vertical layout of existing and proposed improvements as it relates to the finish grades at top back of curb, intersections, and critical tie-in to existing streets and alleys.

Included in this item:

- Horizontal plan labeling of street/alley centerlines, such as stationing, offsets, curb returns, and horizontal curve data based on City requirements. The horizontal layout will establish control for construction of edge of pavement, transitions, curb and gutter, intersections, median openings, and turn lanes.
- Vertical profiles for street/alley centerlines, to include finish grades and top back of curb elevations, vertical curve data based on City requirements, and gradients.
- Paving details for street and alley sections.
- The City will provide standard details for curb and gutter, sidewalks, valley gutters, etc.

Median Reconfiguration Plans: Smith will prepare median reconfiguration plans for Joe Harvey Boulevard from Central Drive to Grimes Street. The plans will establish new turning lane movements, median curb alignments, and subsurface improvements to be placed within the medians. Plan and profile sheets will be provided for the subsurface storm drain lines within each median connected to the street surface through at-grade inlet box structures. Smith will prepare structural design for each of these inlet box structures.

Utility Replacement Plans: Smith will prepare plans identifying existing utilities within the project limits as well as their replacement within the reconstructed roadway. The utilities to be replaced within the reconstructed roadway are water, sanitary sewer, gas, and reuse water lines.

Signing Striping Plans: Smith will prepare plans for new signing and striping to be placed along the reconstructed roadways.

Compliant Ramp Plans: Smith will prepare detailed layout and grade plans for each ramp along the reconstructed roadway. These plans will identify critical points with both horizontal and vertical layout information for the Contractor's use. The compliant ramp plans will be established at each street intersection; we anticipate approximately 38 ramp layouts.

Construction Specifications:

For all improvements designed by Smith, standard specifications for construction will follow the latest editions of the City of Hobbs, APWA Design Standards for Construction, and the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction. Reference will be made on the construction plans with any appropriate supplemental information, if required. Smith will assist the City with preparation of the bid documents.

Bid Phase Services:

The City will be responsible for the advertisement for competitive bids. Smith will attend the pre-bid conference hosted and administered by the City. Smith will also assist the City with issuance of Addenda for clarification during the bid process. Smith will utilize scanned copies of bids received to develop a Bid Tabulation and provide a recommendation of award for the City's consideration.

Special Conditions: Based on our understanding of the scope of services, the following items are assumed to be provided by the Owner, completed by others, or not included in this proposal and will be subject to additional fees, if required by Smith.

- Final Plat or Easement by Separate Instrument
- Site Lighting Plans
- Traffic Signal Layout and Design
- Hydraulic/hydrologic calculations and modeling of design flows, storm drain systems, and street sections.
- Storm Water Pollution Prevention Plans
- Services associated with filing the "Notice of Intent" or "Notice of Termination (NOI/NOT) to the Environmental Protection Agency (EPA).
- SWPPP Inspections
- Geotechnical Investigations and Soils Analysis Reports for Pavement Sections
- Environmental Investigation and Report
- Traffic Impact Analysis
- Construction Phase Services/Observation
- Materials Testing

Fee Arrangement for Civil Engineering Services: The services described above are shown below as a Fixed Fee, which does not include applicable gross receipts taxes but does include direct reimbursable costs, such as mileage, etc.

Base Design Services:

Land Surveying Services:	\$12,000.00
Civil Design Services:	\$108,425.00
Meetings and Coordination:	\$29,950.00
Subtotal:	\$150,375.00

Additional Design Services:

Civil Design Services:	\$181,200.00
Structural Design Services:	\$20,000.00
Subtotal:	\$201,200.00

Bid Phase Services: **\$5,000.00**

Total Base Design Services: **\$155,375.00**

~~**Total Base & Additional Design Services:** **\$356,575.00**~~

Base Design Services
only are being awarded

SMITH ENGINEERING COMPANY

PROJECT FEE SCHEDULE

PROPOSED DESIGN FEE SCHEDULE

Design & Bld Phase

TASK	Project Work Items	Hourly rate						Hours	Labor	Hours	Labor	Reimbursables					Copies and Repro			
		Engineer III		Field Tech IV		Civil Designer II						BASE DESIGN SERVICES	ADDITIONAL DESIGN SERVICES	Survey	Structural	Mileage		Meals	Room	Print
		BASE	ADD. ALT.	BASE	ADD. ALT.	BASE	ADD. ALT.													
		\$175.00		\$125.00		\$125.00														
SURVEYING	Utility Survey - Sanitary Sewer																			
1.1	Sanitary Sewer Survey	0	0	0	0	0	0	0	\$0	0	\$0	\$ 12,000.00	\$ 20,000.00							
		0	0	0	0	0	0	0	\$0	0	\$0									
PM & Coord.	Project Management & Coordination																			
2.1	Kickoff Meeting	12	0	0	0	12	0	24	\$3,600	0	\$0			500	2		2			
2.2	30% Design Review Meeting	12	0	0	0	12	0	24	\$3,600	0	\$0			500	2		2			
2.3	60% Design Review Meeting	12	0	0	0	12	0	24	\$3,600	0	\$0			500	2		2			
2.4	90% Design Review Meeting	12	0	0	0	12	0	24	\$3,600	0	\$0			500	2		2			
2.5	Pre-Bid Meeting	12	0	0	0	12	0	24	\$3,600	0	\$0			500	2		2			
2.6	Project Coordination	60	40	0	0	0	0	60	\$10,500	40	\$7,000			500	2		2			
		120	40	0	0	60	0	180	\$28,500	40	\$7,000									
Design Plans	Construction Phase Services (60 Day Construction)																			
	Cover Sheet	1	0	0	0	5	0	6	\$800	0	\$0									
	Vicinity Map	1	0	0	0	5	0	6	\$800	0	\$0									
1-Series	Index of Sheets (1 Sheet)	1	0	0	0	5	0	6	\$800	0	\$0									
	Summary of Quantities (2 Sheet)	10	10	0	0	40	40	50	\$6,750	50	\$6,750									
	General Notes (1 Sheet)	1	0	0	0	5	0	6	\$800	0	\$0									
	Horizontal Layout (2 Sheets)	2	0	0	0	8	0	10	\$1,350	0	\$0									
2-Series	Typical Sections (1 Sheet)	1	2	0	0	5	20	6	\$800	22	\$2,850									
	Miscellaneous Details (6 Sheets)	2	2	0	0	20	20	22	\$2,850	22	\$2,850									
	Removal Plan (Joe Harvey to Grimes) - 1 Sheets	1	0	0	0	10	0	11	\$1,425	0	\$0									
	Removal Plans (Grimes to Millen) - 4 Sheets	4	0	0	0	40	0	44	\$5,700	0	\$0									
2-Series (ADD)	Median Layout (Joe Harvey to Grimes) - 3 Sheets	0	3	0	0	0	30	0	\$0	33	\$4,275									
	Median Grading Plan (Joe Harvey to Grimes) - 3 Sheets	0	5	0	0	0	45	0	\$0	50	\$6,500									
	Median Striping Plan (Joe Harvey to Grimes) - 3 Sheets	0	3	0	0	0	30	0	\$0	33	\$4,275									
3-Series (ADD)	Roadway P&Ps (Joe Harvey to Grimes) - 2 Sheets	0	10	0	0	0	40	0	\$0	50	\$6,750									
	Roadway P&Ps (Grimes to Millen) - 10 Sheets	0	50	0	0	0	200	0	\$0	250	\$33,750									
4-Series (ADD)	ADA Ramp Plans (Joe Harvey to Grimes) - 1 Sheet	0	4	0	0	0	20	0	\$0	24	\$3,200									
	ADA Ramp Plans (Grimes to Millen) - 15 Sheets	0	50	0	0	0	250	0	\$0	300	\$40,000									
5-Series	Erosion Control Plan (Joe Harvey to Grimes) - 1 Sheets	2	2	0	0	10	10	12	\$1,600	12	\$1,600									
	Erosion Control Plan (Grimes to Millen) - 4 Sheets	8	8	0	0	40	40	48	\$6,400	48	\$6,400									
6-Series (Base & ADD)	Traffic Control Notes (1 Sheet)	2	0	0	0	10	0	12	\$1,600	0	\$0									
	Signface Details	2	0	0	0	10	0	12	\$1,600	0	\$0									
	Traffic Control Plans (2 Phases) (Joe Harvey to Grimes) - 2 Sheets	4	8	0	0	20	40	24	\$3,200	48	\$6,400									
	Traffic Control Plans (5 Phases) (Joe Harvey to Grimes) - 5 Sheets	10	15	0	0	50	80	60	\$8,000	95	\$12,625									
7-Series (ADD)	Permanent Signage Details (1 Sheet)	0	2	0	0	0	10	0	\$0	12	\$1,600									
	Permanent Signage/Striping Plan (Joe Harvey to Grimes) - 1 Sheets	0	2	0	0	0	10	0	\$0	12	\$1,600									
	Permanent Signage/Striping Plan (Grimes to Millen) - 4 Sheets	0	8	0	0	0	40	0	\$0	48	\$6,400									
9-Series	Bypass Pumping Plans (2 Phases) (Joe Harvey to Grimes) - 2 Sheets	20	0	0	0	20	0	40	\$6,000	0	\$0									
	Bypass Pumping Plans (5 Phases) (Joe Harvey to Grimes) - 5 Sheets	50	0	0	0	50	0	100	\$15,000	0	\$0									
10-Series (ADD)	Utility Crossing Replacement Plan - 7 Sheets	0	20	0	0	0	70	0	\$0	90	\$12,250									
11-Series	Sanitary Sewer P&P/Utility Plans (Joe Harvey to Grimes) - 2 Sheets	10	0	0	0	40	0	50	\$6,750	0	\$0									
	Sanitary Sewer P&P/Utility Plans (Grimes to Millen) - 7 Sheets	35	0	0	0	140	0	175	\$23,625	0	\$0									
Const. Specs	Construction Specifications	30	30	0	0	5	15	35	\$5,875	45	\$7,125									
Const. Review	Constructability Review	0	0	40	0	0	0	40	\$5,000	0	\$0									
		197	234	40	0	538	1,010	775	\$106,725	1,284	\$174,200									
	Subtotal Hours / Units:	317	274	40	0	598	1010	955	-	1,324	-	\$ 12,000.00	\$ 20,000.00	2,500	10	10	\$ -			
	Subtotal Labor Amounts:	\$ 55,475	\$ 47,950	\$ 5,000	\$ -	\$ 74,750	\$ 126,250	-	\$ 135,225	-	\$ 181,200	\$ 12,000.00	\$ 20,000.00	\$ 1,450.00	\$ 200.00	\$ 1,500.00	\$ -			
	Subtotal Direct Costs Base Design Services:								\$ 15,150.00	-	-									
	Subtotal Direct Costs Additional Design Services:								-	-	\$ 20,000.00									
	Total Base Design Services:								\$150,375	-	-									
	Total Additional Alternate Design Services:								-	-	\$201,200									



Schedule of Hourly Charges by Billing Classification

Effective January 1, 2020

Charges for engineering services are based on the following rates.

Engineering Services:

Engineer V.....	\$215/hour	Field/Lab Technician IV.....	\$125/hour
Engineer IV	\$195/hour	Field/Lab Technician III	\$100/hour
Engineer III.....	\$175/hour	Field/Lab Technician II	\$85/hour
Engineer II.....	\$155/hour	Field/Lab Technician I	\$75/hour
Engineer I.....	\$135/hour	Land Surveyor	\$135/hour
Engineering Associate IV	\$135/hour	Survey Technician IV.....	\$125/hour
Engineering Associate III.....	\$125/hour	Survey Technician III	\$110/hour
Engineering Associate II.....	\$115/hour	Survey Technician II	\$90/hour
Engineering Associate I.....	\$105/hour	Survey Technician I	\$60/hour
Designer III.....	\$135/hour	3-Man Survey Crew w/GPS.....	\$280/hour
Designer II.....	\$125/hour	2-Man Survey Crew w/GPS.....	\$250/hour
Designer I.....	\$115/hour	1-Man Survey Crew w/GPS.....	\$160/hour
CAD Technician III	\$100/hour	Accounting/HR Manager	\$120/hour
CAD Technician II	\$85/hour	Administrative Assistant IV	\$115/hour
CAD Technician I	\$65/hour	Administrative Assistant III	\$90/hour
Field Operations Manager	\$165/hour	Administrative Assistant II	\$70/hour
Lab Manager.....	\$155/hour	Administrative Assistant I	\$45/hour
Certified Welding Inspector.....	\$100/hour		

Legal

Time in connection with depositions and discovery will be charged at 2 times the above rates, and time in connection with court appearances will be charged at 3 times the above rates listed above, with a minimum 4-hour charge.

Expenses will be charged as follows:

1. Transportation by automobile IRS Standard Rates
2. In-house reproduction work at prevailing commercial rates
3. Travel and subsistence at direct cost
4. Other consultants..... at cost plus 10%

TERMS: Charges are due and payable within thirty (30) days after date of the invoice. Interest will be charged at the rate of 1.5% per month for late payments.