

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Jonathan Sena

Patricia A. Taylor

Joseph D. Calderón

Garry A. Buie

Don R. Gerth

City Manager

J. J. Murphy

May 16, 2016



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

Monday, May 16, 2016 - 6:00 p.m.

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner - District 1

Jonathan Sena
Commissioner - District 2

Patricia A. Taylor
Commissioner - District 3

Joseph D. Calderón
Commissioner - District 4

Garry A. Buie
Commissioner - District 5

Don R. Gerth
Commissioner - District 6

A G E N D A

*City Commission Meetings are
Broadcast Live on KHBX FM 99.3 Radio*

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the May 2, 2016, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming May 15-21, 2016, as "Police Week" (*Police Chief Chris McCall*)
3. Proclamation Proclaiming May 15-21, 2016, as "Emergency Medical Services Week" (*Acting Fire Chief Brandon Roberts*)
4. United States Golf Association's Video and Recognition of Rockwind Community Links (*J. J. Murphy*)

PUBLIC COMMENTS (For non-agenda items.)

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

5. Resolution No. 6435 - Authorizing a Memorandum of Agreement with the New Mexico Energy, Minerals and Natural Resource Department on Behalf of the Waste Isolation Pilot Plant Transportation Safety Program for Grant Funds in the Amount of \$30,000.00 for the Hobbs Police Department (Police Chief Chris McCall)
6. Resolution No. 6436 - Approving an Encroachment Agreement to Permit Non-Habitable Structures in the City Right-of-Way within the SE 1/4 of Section 18 South, Range 37 East, Lea County, New Mexico (Kevin Robinson)
7. Resolution No. 6437 - Approving a Grant Application with the Department of Homeland Security Federal Emergency Management Agency Programs Directorate for the Assistance to Firefighter Grant Program for the Hobbs Fire Department (Acting Fire Chief Brandon Roberts)
8. Resolution No. 6438 - Authorizing an Agreement with Lea County to House Hobbs Detention Facility Prisoners in the Lea County Detention Facility (Mike Stone)

DISCUSSION

9. Report on Activities by the Southeastern New Mexico Economic Development District (Hubert Quintana, Mary Ann Burr)

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

10. Resolution No. 6439 - Approving the 2016 Third Quarter Financial Report for the New Mexico Department of Finance and Administration (Toby Spears)
11. Resolution No. 6440 - Approval of Preliminary Budget for FY 16-17 (Toby Spears)
12. Resolution No. 6441 - Approving the Parkside Subdivision, a Subdivision of the Original Hobbs Addition, Block 47, a Vacated Portion of Dunnam and Fowler Streets and Alley (Kevin Robinson)

13. Consideration of Approval for the Hobbs Fire Department to Purchase SCBA Equipment in the Amount of \$120,234.00 from Artesia Fire Equipment, Inc., Utilizing the Contract for Bernalillo County Fire & Rescue for Firefighting and Apparatus Equipment and Parts, RFB No. 045-13-CS (*Acting Fire Chief Brandon Roberts*)
14. Consideration of Bid No. 1541-16 for HWLC and Railroad Corridor Improvements and Recommendation to Accept Bid from Smithco Construction, Inc., in the Amount of \$827,490.00 (*Todd Randall*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

15. Next Meeting Date:

- ▶ Regular Meeting - ***Monday, June 6, 2016***, at 6:00 p.m.

ADJOURNMENT

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



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 16, 2016

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: May 6, 2016
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of May 2, 2016

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, May 2, 2016, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Call to Order and Roll Call

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

Mayor Sam D. Cobb
Commissioner Marshall R. Newman (*Via Telephone*)
Commissioner Jonathan Sena
Commissioner Patricia A. Taylor
Commissioner Joseph D. Calderón
Commissioner Garry A. Buie
Commissioner Don Gerth

Also present:

J. J. Murphy, City Manager
Mike Stone, City Attorney
Efren Cortez, Assistant City Attorney
Chris McCall, Police Chief
Michael Walker, Police Captain
Eric Enriquez, Fire Chief
Barry Young, Deputy Fire Chief
Paul Thompson, Fire Captain
Shawn Williams, Fire Marshal
Max Brown, Fire Battalion Chief
Ronny Choate, General Services Director
Ron Roberts, Information Technology Director
Christa Belyeu, Assistant Information Technology Director
Todd Randall, City Engineer
Kevin Robinson, Development Coordinator
Nicholas Goulet, Human Resources Director
Tim Woomer, Utilities Director
Raymond Bonilla, Community Services Director
Doug McDaniel, Parks and Recreation Director
Matt Hughes, Golf Superintendent
Britt Lusk, Teen Center Supervisor
Shannon Carter, Court Clerk
Meghan Mooney, Director of Communications
Bob Hamilton, Reference Librarian
Ann Betzen, Executive Assistant/Risk Manager
Sandra Boltshauser, Clerk Record Specialist
Jan Fletcher, City Clerk
39 citizens

Invocation and Pledge of Allegiance

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

Closed Session

The City Commission convened in closed session on Monday, May 2, 2016, at 5:30 p.m. for discussion of matters subject to the attorney-client privilege pertaining to pending or threatened litigation in Federal or State Courts in which the City is or may become a participant. The matters discussed in the closed meeting were limited only to discussion of matters subject to the attorney-client privilege pertaining to pending or threatened litigation in Federal or State Courts in which the City is or may become a participant. No action was taken during the meeting.

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting held on April 18, 2016, and the minutes of the budget work session also held on April 18, 2016, be approved as presented. Commissioner Taylor seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Mayor Cobb proclaimed the week of May 1-7, 2016, as "Public Service Recognition Week" and presented the proclamation to Mr. J. J. Murphy, City Manager, and Mr. Mike Gallagher, Lea County Manager, on behalf of the local and county government employees.

Public Comments

Mr. Dennis Barcuch presented information to the Commission regarding the live streaming of City Commission meetings. He stated he wants the City to move forward in this plan; however in his research he found that one company, Granicus, received very poor marks from the individuals he had spoken to. Mr. Barcuch stated officials cited issues regarding inconsistent service as well as issues taking over 60 days to resolve. He added that he has personally researched other companies and he found that Accela provides a program that he feels would be a viable option for Hobbs' needs. Mr. Barcuch requested the City look further at options available. He stated he was excited to see the agenda posted on Thursday evening which shows the Commission is moving forward to make information available to the citizens.

Mr. E. D. Sterling addressed the Commission regarding the yard signs used in the "Slow Your Roll" traffic calming campaign. He stated the signs are a distraction to drivers and he would like to see all of them removed. Mr. Sterling also addressed concerns regarding parking issues at a lot near the intersection of Sanger and Yucca.

Mayor Cobb and Mr. Murphy directed Mr. Raymond Bonilla, Community Services Director, to assist Mr. Sterling with the issue.

Ms. Julie Rodriguez, with Hobbs USSSA, presented the Commission with the first pitch ball from the Super Slam NIT held the previous weekend. She stated 110 teams participated in the tournament, which started on Friday, April 29, 2016, at 7:00 p.m. Ms. Rodriguez stated the final game concluded at 4:00 p.m. on Sunday, May 1, 2016. She 82 of the 110 teams that participated were from out-of-town.

In response to Commissioner Sena's question, Ms. Rodriguez stated she did not have an exact count for the number of hotel rooms utilized for the Super Slam NIT but most teams commented on finding the hotels sold out. She further stated that while at a local convenience store, a cashier commented on the large number of people coming through and stated that the store had sold \$25,000.00 in retail sales over the weekend. Commissioner Buie confirmed a similar story.

Ms. Rodriguez stated the men's open teams were very impressed with the setup at the Hobbs complex and stated they could not wait to come back for another tournament. She stated teams traveled to Hobbs from as far away as Albuquerque, New Mexico, and Amarillo, Texas.

Mr. Murphy stated he would be sharing this information at the Visioning Meeting to be held on Tuesday, May 3, 2016. He and Mayor Cobb invited everyone to attend the meeting at 1:30 p.m. at City Hall and share ideas.

Commissioner Calderón stated two Texas High School District softball teams from Brownfield and Kermit played on the Hobbs fields and were also very impressed with the facility. He added the complex is selling itself. He expressed his appreciation to Mr. Doug McDaniel, Parks and Recreation Director, for the work he has done to promote Hobbs.

Commissioner Taylor also expressed her appreciation to all who have been involved.

Mr. Dan Darnell introduced himself to the Commission and stated he is with Waste Management and serves as the New Mexico Manager of Public Sector Solutions. He briefly described his background and stated he understands the needs of local government. Mr. Darnell stated Mr. Curtis Harris is still the District Manager for Southeast New Mexico. He invited anyone with questions or comments to contact him.

Commissioner Sena stated, having worked with Mr. Darnell in the capacity of Mayor Pro Tem of Farmington, New Mexico, he is happy to have him in this area with Waste Management.

Consent Agenda

Mayor Cobb explained the Consent Agenda and the process for removing an item from the Consent Agenda and placing it under Action Items.

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

Resolution No. 6431 - Approving a Proposed Memorandum of Understanding with the Hobbs Professional Firefighters Association Interpreting Section 11(B) of the Collective Bargaining Agreement

Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation is attached and made a part of these minutes.

Discussion

Report on Status of Proposed Revisions to the Traffic Code. Capt. Michael Walker of the Hobbs Police Department and Mr. Efren Cortez, Assistant City Attorney, outlined possible revisions to the Traffic Code currently used by the Hobbs Police Department and the Hobbs Municipal Court.

Captain Walker stated the City has been working on revisions to this code for several years and briefly described how revisions could be made. He stated the City is limited in options for handling different infractions. Captain Walker stated New Mexico municipalities, such as Clovis, Carlsbad, and Rio Rancho, have adopted the Uniform Traffic Ordinance, which allows revisions to be adopted locally. He stated the cost of implementation will include training HPD and Municipal Court employees.

Mr. Cortez explained the current City code which adopted the State of New Mexico Motor Vehicle Code in its entirety and stated that by adopting the Uniform Traffic Ordinance (UTO), the City would have a measure of flexibility when it comes to handling the caseload at Municipal Court. He stated the UTO addresses issues such as parking and penalty assessments, which the City is currently unable to change.

Mr. Cortez explained the fee structure and stated the fines could be changed to reflect the infraction and funds collected from these fines would go back to the City's general fund. He further explained the UTO would allow the Municipal Judge more freedom in setting up a Traffic Violation Bureau to handle certain cases, such as speeding, to free

up the court docket. He added between May, 2014, through May, 2015, the Court processed 16,830 violations and between May, 2015, through May, 2016, the Court has already seen 18,757. He added that in order to make any changes, the City would have to repeal the existing ordinance in its entirety and simultaneously adopt the new ordinance to make sure there is no lapse in the traffic law.

Mr. Cortez stated the Traffic Violation Bureau could drastically reduce the wait time for violations as well as the caseload on the staff at Municipal Court, HPD and the Legal Department. He summarized by stating the credit for this research goes to Captain Walker and his years of work on this project. He stated it would not be an overnight fix, but the groundwork has been done for a very thorough document.

In response to Commissioner Taylor's inquiry, Mr. Cortez stated a revision would alleviate some of the waiting time at the Municipal Court by permitting acceptance of payments at the window in addition to the online payment option currently offered rather than having to see the Judge.

Commissioner Sena expressed his appreciation to Mr. Gary Eidson, with the Hobbs Municipal School (HMS) Board, for his attendance and partnership in combating the traffic problems in Hobbs.

In response to Commissioner Sena's question, Captain Walker stated by adopting the UTO the City will have the option to increase fines for infractions, such as speeding, to match other local entities. He added the fine for speeding 0 - 10 mph over the limit for both the New Mexico State Police and the Lea County Sheriff's Office is \$79.00 opposed to the \$44.00 fine on a ticket issued by HPD. He further stated an increased fine would hopefully act as a deterrent to potential offenders.

Commissioner Sena stated in his eight years as Commissioner for District 2, the most talked about conversation with his constituents is about traffic calming efforts. He further stated with education and enforcement, the speeding situation has gotten better; however, he would like to see tougher penalties for those who continue to disregard speed limits inside City Limits. He added District 2 has the highest number of students traveling through it to the different schools on a daily basis, and he stated he does not want to see the loss of any life due to traffic issues.

In response to Commissioner Gerth's inquiry, Mr. Cortez stated the number of outstanding violations has decreased. He explained that in a typical day, the Municipal Court could see up to 50 cases and it is not uncommon to have about ten of those cases be for failure to appear. He stated Municipal Court does give a grace period for failure to appear in court before issuing a bench warrant; however, with changing times, the five-day grace period has been increased to 30 days.

In response to Commissioner Taylor's question, Mr. Cortez stated the revocation of driver's licenses is handled by the Motor Vehicle Department. He stated the City can recommend revocation of a license to the State.

Commissioner Taylor suggested continuing the use of license revocation as a means to collect outstanding fees.

In answer to Mayor Cobb's question, Mr. Cortez stated the \$44.00 fine for a speeding ticket 0 - 10 mph over the limit is currently broken down as follows: \$15.00 for the fine and \$29.00 for the Court costs.

In further answer Mayor Cobb's question, Mr. Cortez stated should the City adopt the UTO, the City will have the authority to set the fines and the entire fine will come back to the municipal treasury.

Mayor Cobb stated it would be a benefit to the citizens of Hobbs to adopt a Traffic Violations Bureau.

Mr. Cortez stated at the cost of \$10.00 per copy, any citizen wishing to read the UTO in its entirety can order a copy from the New Mexico Municipal League (NMML) website by logging on to www.nmml.org.

Presentation of Live Streaming Options for City Commission Meetings from the Information Technology Department Mr. Murphy introduced Mr. Ron Roberts, Information Technology Director, and Ms. Christa Belyeu, Assistant Information Technology Director, who presented a PowerPoint presentation to the Commission regarding the equipment and costs associated with live streaming City meetings. Mr. Roberts outlined the options used by different New Mexico municipalities and recommended the City purchase three high definition cameras, video switching equipment and video streaming equipment and software. He further stated the cost for the cameras, cables and installation would be \$4,095.00.

Mr. Roberts briefly discussed the companies who index videos versus the companies who offer live streaming only. He stated Granicus is used by many cities, and he spoke with several Information Technology Departments that highly recommended using their software. He further stated Granicus offers an agenda option and video indexing which would allow the viewer to go to a specific portion of meeting. He stated another company that received higher ratings was LiveStream; however, they do not offer the option to index the meetings.

Ms. Belyeu stated the initial cost of Option #1, without indexing, would be \$8,782.00 including the equipment costs and a recurring annual cost of \$2,388.00 for the upkeep.

She stated the initial cost of Option #2, with indexing, would be \$15,995.00, including the equipment costs and an annual recurring cost of \$7,200.00.

Mr. Roberts stated a link for the meeting video would be on the City's website. Users would then click the link and be redirected to the streaming website.

In response to Commissioner Newman's inquiry, Mr. Roberts stated Option #1 will allow viewers to watch live or archived videos. He stated there are a few additional features but it is a very basic system.

In answer to Commissioner Gerth's question, Mr. Roberts explained the equipment costs and stated the City would need a software option in order to broadcast the meeting live opposed to video taping the meeting and uploading it to a streaming application such as YouTube.

In response to Commissioner Newman's inquiry, Mr. Roberts stated both options will allow for live viewing of the meetings and archival for those who do not view the meeting as it happens.

In answer to Commissioner Gerth's question, Mr. Roberts stated once the decision is made, the initial set up could take approximately 60 days. He added that once the set up is complete, videos would be available as they occur. Mr. Roberts confirmed that both options would allow the City to see how many people view the meetings. He stated the length of the meeting would determine how quickly the archived video would be available online.

Commissioner Taylor stated she needs more information on both options. She added it may take a bit more time but she feels more discussion needs to take place in order to clear up any confusion.

Commissioner Buie agreed with Commissioner Taylor that more information is needed.

Mayor Cobb commended the I. T. Staff and stated they are well trained in this area.

In response to Mayor Cobb's inquiry, Mr. Roberts stated the indexing would allow a user to jump to a specific item during the archived videos and confirmed the additional cost for the indexing feature would run approximately \$5,000.00 annually. He further explained that videos could be uploaded to YouTube; however, because they are not contractually obligated to preserve the videos, there is no guarantee the duration of viewing it. He added the City would be unable to control any advertisements that may pop up during the videos.

Action Items

Resolution No. 6432 - Authorizing the Purchase of Video Equipment for Recording of City Commission Meetings. Mr. Roberts explained the resolution and briefly outlined the costs associated with each option for recording and streaming City meetings.

With concerns of the cost of the system and an unstable budget, along with the need for more information, Commissioner Buie moved to table Resolution No. 6432 to authorize the purchase of video equipment for recording of City Commission Meetings as presented. Commissioner Taylor seconded the motion and the vote was recorded as follows: Newman yes, Sena no, Taylor yes, Buie yes, Gerth yes, Calderón yes, Cobb no. The motion carried. A copy of the resolution is attached and made a part of these minutes.

Resolution No. 6433 - Authorizing a Memorandum of Agreement Between Lea County, City of Hobbs, City of Lovington, City of Eunice, City of Jal and Town of Tatum for the Operation and Maintenance of a P25 800 MHz Radio System. Police Chief Chris McCall explained the resolution and stated this memorandum of agreement is between Lea County and the cities of Hobbs, Lovington, Jal, Tatum and Eunice to allow law enforcement agencies the ability to communicate on a P25 Radio System and share the cost. He stated the City of Hobbs' annual cost of \$54,750.00 represents 37% of the total cost of the contract.

Commissioner Buie moved to adopt Resolution No. 6433 authorizing a Memorandum of Agreement between Lea County, City of Hobbs, City of Lovington, City of Eunice, City of Jal and Town of Tatum for the operation and maintenance of a P25 800 MHz Radio System. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution is attached and made a part of these minutes.

Consideration of Approval of Bid No. 1545-16 for Main Street Sidewalk and ADA Improvements and Recommendation to Reject All Bids and Re-Bid the Project. Mr. Todd Randall, City Engineer, explained the bid and stated it opened on March 31, 2016, with neither bidder meeting the bid requirements. He stated that due to the use of Federal funds, the recommendation to reject all bids and re-bid the project required approval by the State prior to bringing the issue before the Commission. He added that because the project is going to be re-bid, the area of work can be expanded to cover the area from Dal Paso Street to 8th Street for Main Street sidewalk and ADA improvements.

In response to Commissioner Sena's inquiry, Mr. Randall confirmed that one of the bidders was a local business. He stated that the instructions clearly spell out the necessary steps for filing a successful bid. One of the conditions was to clearly label the envelopes containing the alternate costs and the bidders failed to do so causing the

rejection of their bid. Mr. Randall added that they have contacted both bidders who will be invited to re-bid the project in approximately three weeks.

Mr. Mike Stone, City Attorney, stated the bid process is closely scrutinized and rejecting these bids and re-bidding the project will be in the best interest of the City in the long run.

Commissioner Newman moved to approve the recommendation to reject all bids and re-bid Bid No. 1545-16 for Main Street Sidewalk and ADA Improvements. Commissioner Buie seconded the motion.

Mr. Stone clarified that the motion is to reject all bids and to re-bid the project.

There being no further discussion, the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached and made a part of these minutes.

*Consideration of Approval of Change Order #1 with **File Construction, LLC**, for the Del Norte Pump Station Improvements Project in the Amount of \$102,099.58* Mr. Tim Woomer, Utilities Director, clarified that the change order for the contract is with File Construction, LLC. He stated Parkhill, Smith & Cooper is incorrectly listed on the agenda and is the Engineer on this project. Mr. Woomer explained the change order and stated after the removal of Pump #1 it was determined to be in such poor condition that it warranted the inspection of Pumps #2 and #3. It was then determined that those pumps were also in need of replacement. He stated that because the pump station was currently offline, it would be an opportune time to replace the additional pumps with minimal downtime of the pump station. Mr. Woomer further stated that the inspection found additional conduit, pull box and wire was needed to connect the City's Well #25 into the project.

In response to Commissioner Sena's question, Mr. Woomer stated the project did not have to be bid. He explained that because the Snyder Pump Station project came in under budget, the remaining funds would be reclassified to cover the additional expenses. Mr. Woomer further stated the City would end up with a newer facility to handle the higher usage of the coming summer months.

In response to Mayor Cobb's inquiry, Mr. Woomer stated the pumps being replaced were built in 1974 and have already been rebuilt at least twice.

Commissioner Calderón moved to approve the Change Order #1 with File Construction for the Del Norte Pump Station Improvements Project as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried.

Copies of the change order and supporting documentation are attached and made a part of these minutes.

Resolution No. 6434 - Authorizing a Lease Agreement with Republic First National Bank for Three (3) Type 111 G4500 Ambulances. Mr. Eric Enriquez, Fire Chief, explained the resolution and stated upon approval by the New Mexico Fire Marshal's Office, the City would be utilizing monies from the Fire Protection Fund to lease three Type III G4500 Ambulances.

Commissioner Calderón moved to approve Resolution No. 6434 authorizing a lease agreement with Republic First National Bank for three (3) Type 111 G4500 Ambulances as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Mr. Murphy commended the City for the collaboration it took to make the Hobbs Downtown Slam & Jam such a success. He stated along with volunteers from the Teen Court and the Boys and Girls Club, many City employees were out volunteering time and efforts to assist the thousands of people who participated in the event.

Mr. Murphy also commended the Hobbs Police Department for the apprehension of a man suspected of homicide over the weekend. He stated officers were quick to locate the suspect within 24 hours.

Mr. Murphy stated this will be the last Commission Meeting for Chief Enriquez as he has accepted the position of Fire Chief in his hometown of Las Cruces, New Mexico. Chief Enriquez thanked the Mayor, Commissioners and Mr. Murphy for their continued support during his seven years in Hobbs. He stated it has been a pleasure and an honor to be a part of this team.

Commissioner Gerth stated the discussion regarding the video equipment needs to continue. He thanked the I. T. Staff who worked on the presentation and stated his desire is for the City to do the project the right way to meet the needs of everyone.

Commissioner Sena expressed his appreciation for the service Chief Enriquez has given to the community.

Commissioner Sena also thanked Mr. Eidson for his attendance tonight and his participation in the traffic calming efforts.

Commissioner Sena acknowledged Mr. Sonny Watson and Mr. Danny Kelly in the audience. Both men have been the victims of accidents where reckless vehicles crashed into their homes.

Commissioner Taylor thanked everyone for their attendance at the Commission meeting. She agreed with Commissioner Gerth that the discussion regarding video equipment needs to continue.

Commissioner Taylor commended Chief McCall for his hard work in the community.

Commissioner Calderón also expressed his appreciation to Chief Enriquez for his service at the City.

Commissioner Calderón stated several years ago when he and Chief McCall went knocking on doors, they talked to citizens and listened to their concerns, and the number one concern was speeding inside City Limits.

Commissioner Buie welcomed Captain Walker home and stated the Hobbs Police Department and Hobbs Fire Department do an amazing job. He stated he is very proud of both departments.

Commissioner Newman thanked the Hobbs Fire Department for his ambulance ride to Lubbock, Texas, last week. He expressed appreciation to everyone who called or sent messages wishing him well.

Mayor Cobb wished Commissioner Newman a speedy recovery.

There being no further discussion or business, Commissioner Calderón moved that the meeting adjourn. Commissioner Buie seconded the motion. The vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Buie yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:38 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, the Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as Police Week; and

WHEREAS, the members of the City of Hobbs Police Department play an essential role in safeguarding the rights and freedoms of the citizens of our city; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the City of Hobbs Police Department has grown to be a modern and scientific law enforcement agency which unceasingly provides a vital public service.

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim May 15-21, 2016, as

"POLICE WEEK"

and call upon all citizens of Hobbs and upon all patriotic, civil, and educational organizations to observe this week with appropriate ceremonies in which all of our people may join in commemorating police officers, past and present, which by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

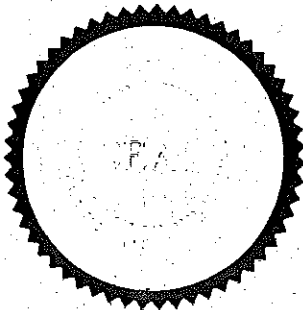
IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of May, 2016, and cause the seal of the City of Hobbs to be affixed hereto.

SAM D. COBB, MAYOR

ATTEST:



JAN FLETCHER, CITY CLERK



Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, the Hobbs Fire Department responds to over 6,500 EMS calls annually; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim the week of May 15-21, 2016, as

"EMERGENCY MEDICAL SERVICES WEEK"

With the theme, "EMS Strong; Called to Care", I encourage the community to observe this week with appropriate programs, ceremonies and activities.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of May, 2016, and cause the seal of the City of Hobbs to be affixed hereto.

SAM D. COBB, MAYOR

ATTEST:



JAN FLETCHER, CITY CLERK





CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

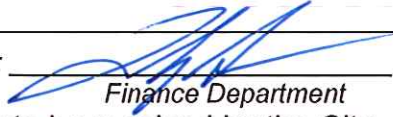
MEETING DATE: May 16, 2016

SUBJECT: WIPP Transportation and Safety Grant
DEPT. OF ORIGIN: Police Department
DATE SUBMITTED: May 9, 2016
SUBMITTED BY: Chris McCall, Chief of Police

Summary: *The Hobbs Police Department has applied for and received a grant administered by the State of New Mexico, Energy, Minerals and Natural Resources Department (NM EMNRD on behalf of the Waste Isolation Pilot Plant Transportation Safety Program. HPD will receive \$30,000 to be spent on Officer Down Kits to be distributed to our officers.*

Fiscal Impact:

Reviewed By: _____



Finance Department

No fiscal impact in cost to the City. \$30,000 in grant funding to be received by the City.

Attachments:

1. Memorandum of Agreement between the City of Hobbs and NM EMNRD
2. Assistance Agreement
3. General Principles of Agreement
4. General Terms and Conditions for Financial Assistance Awards

Legal Review:

Approved As To Form: _____



City Attorney

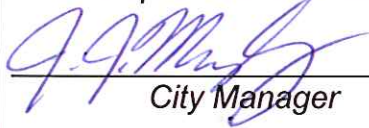
Recommendation:

The City Commission approve the MOA and receipt of the \$30,000 WIPP Transportation and Safety Grant.

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. 6435

A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE
A MEMORANDUM OF AGREEMENT BETWEEN THE
NEW MEXICO ENERGY, MINERALS AND NATURAL
RESOURCE DEPARTMENT AND THE CITY OF HOBBS

WHEREAS, the Hobbs Police Department has applied for and received a grant administered by the State of New Mexico, Energy, Minerals and Natural Resources Department on behalf of the Waste Isolation Pilot Plant Transportation Safety Program; and

WHEREAS, the Hobbs Police Department will receive \$30,000.00 to be used for Officer Down Kits that will be distributed to our Officers;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to approve the Memorandum of Agreement between the New Mexico Energy, Minerals and Natural Resource Department and the City of Hobbs and the receipt of the \$30,000.00 Waste Isolation Pilot Plant Transportation and Safety Grant.

PASSED, ADOPTED AND APPROVED this 16th day of May, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**MEMORANDUM OF AGREEMENT
BETWEEN THE
NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
AND CITY OF HOBBS**

THIS MEMORANDUM OF AGREEMENT (MOA) is entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD) and City of Hobbs (City).

WHEREAS, EMNRD is responsible for providing staff support to the New Mexico Radioactive Waste Consultation Task Force authorized pursuant to NMSA 1978, § 74-4A-s through 74-4A-14;

WHEREAS, the U.S. Department of Energy (DOE) has entered into a Cooperative Agreement with EMNRD to implement the Waste Isolation Pilot Plant (WIPP) Transportation safety program;

WHEREAS, EMNRD is responsible for management of funds provided under the Cooperative Agreement DE-FC29-88AL53813 (Attachment 1) between the State of New Mexico and the U.S. Department of Energy Carlsbad Field Office (DOE-CBFO);

WHEREAS, EMNRD is responsible for meeting the requirements of DOE's General Terms and Conditions for Financial Assistance Awards, A-083 (Attachment 2);

WHEREAS, the New Mexico Environment Department and DOE permittees have engaged in a Settlement Agreement to resolve Compliance Orders HWB-14-20 and HWB-14-21 (Attachment 3), and these Principles of Agreement require the DOE to fund enhanced training and capabilities for local emergency responders, including funding for training and exercises with local mine rescue teams, in and around Carlsbad;

WHEREAS, DOE has agreed to provide pass-through funds for enhanced training and capabilities for local emergency responders, including funding for training and exercises with local mine rescue teams, in and around Carlsbad, of which up to \$30,000 is allocated under this MOA;

WHEREAS, the City does not have an existing mechanism to receive funding from the U.S. DOE;

WHEREAS, the purpose of this MOA is to provide the City access to the funds provided under the Settlement Agreement HWB-14-21;

WHEREAS, EMNRD seeks to use its experience in oversight of the Cooperative Agreement to support management of those pass through funds obligated under the Settlement Agreement and as outlined in the Regional Response Capabilities Strategic Plan (Strategic Plan) developed by the DOE contractor Nuclear Waste Partnership, LLC

(NWP) on behalf of the DOE and in collaboration with the regional emergency response agencies and organizations (Attachment 4); and

WHEREAS, EMNRD and the City desire to enter into this Agreement for administrative efficiency so that the projects can be carried out through a single program;

NOW, THEREFORE, THE PARTIES AGREE as follows:

1. **EMNRD Activities:** EMNRD shall:
 - a) determine if the City's projects are sufficient to enhance the response capability;
 - b) provide management of the pass-through funds allocated under the Settlement Agreement to be awarded to the City and to be used by City of Hobbs Police Department in an amount not to exceed thirty thousand dollars (\$30,000.00), including New Mexico Gross Receipts Taxes, if applicable. EMNRD shall reserve \$10,000 of this amount in encumbered funds for underestimated projects or additional needs. The \$10,000 is only accessible upon Contractor providing sufficient supporting documentation and approval of EMNRD and DOE.
 - c) review the project expenditures for funding eligibility and withdraw funds from the DOE to reimburse the City;
 - d) review quarterly progress reports as required under the General Terms and Conditions for Financial Assistance Awards, A-083 (See Attachment 2);
 - e) provide financial reimbursements to the City quarterly in accordance with the Cost Principles for Local Governments located at 2 C.F.R. 225 (OMB Circular A-87); and
 - f) provide quarterly progress and financial reports to the DOE.
2. **City Activities:** City shall:
 - a) agree to comply with the established rules and regulations in the Cooperative Agreement DE-F29-88AL53813 (See Attachment 1);
 - b) successfully complete the projects defined in the Strategic Plan as follows (See Attachment 4) by purchasing tactical officer down medical kits to enhance regional law enforcement response capabilities and officer safety (\$20,000.00);
 - c) submit detailed statements accounting for all services performed, goods obtained, and expenses incurred to EMNRD on a quarterly basis. If EMNRD finds that the statement, services, goods, or expenses are not acceptable, within 30 days after the date of receipt of (i) written notice from City that payment is requested, and (ii) all supporting documentation, EMNRD shall provide City a letter of exception

explaining the defect or objection to the statement, services, goods, or expenses, and outlining steps the City may take to provide remedial action. Upon EMNRD's certification that the statement, supporting documentation, services, goods, or expenses have been received and accepted, EMNRD shall tender payment to City within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties, for failure to make payment within the time specified herein;

d) provide written quarterly project performance reports to EMNRD and DOE in accordance with the Cooperative Agreement DE-FC29-88AL53813, beginning with the first report due July 15, 2016 and until the completion of all projects, and funds allocated is exhausted; and

e) provide written quarterly financial reports on the projects to EMNRD with the first report due July 15, 2016, and until the completion of all projects, and all funds are expended.

3. **Liability:** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOA. Any liability incurred with this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*, as amended.

4. **Term:** This MOA becomes effective on EMNRD's signature and shall terminate on June 30, 2017, unless terminated earlier upon 15 days' written notice from one party to the others. By such termination, no party may nullify obligations or duties incurred prior to the termination date.

5. **Appropriations:** This MOA's terms are contingent upon the New Mexico Legislature and DOE granting sufficient appropriation and authorization. This MOA is also contingent upon DOE providing settlement funds for the purposes specified in this MOA. If sufficient appropriation or authorization or settlement funds are not granted, either party may terminate this MOA, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, or provision of settlement funds, upon written notice from one party to the other. Each party's decision as to whether sufficient appropriations are available shall be final, binding and accepted by the other.

6. **Amendment:** This MOA shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

7. **Entire agreement:** This MOA represents the entire agreement between the parties as to the subject matter and supersedes all prior negotiations, representations and agreements, written or oral. No changes, modifications, revisions, or amendments to this MOA shall be effective unless set forth in writing signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES
DEPARTMENT**

By: _____ Date: _____
Cabinet Secretary or Designee


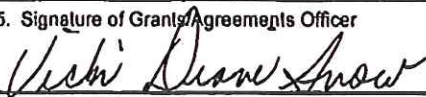
CITY OF HOBBS

By: _____ Date: _____
Authorized Representative Signature

SAM D. COBB, MAYOR

Printed Name and Title

ASSISTANCE AGREEMENT

1. Award No. DE-FC29-88AL53813		2. Modification No. 0099	3. Effective Date 04/01/2016	4. CFDA No. 81.106	
5. Awarded To ENERGY, MINERALS & NATURAL RESOURCES DEPARTM Attn: Eletha Trujillo 1220 S. ST. FRANCIS DR. SANTA FE NM 875054000		6. Sponsoring Office Office of Environmental Mgt		7. Period of Performance 07/26/1988 through 06/30/2016	
8. Type of Agreement <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority 31 USC 6304 PL 95-91; PL 96-164		10. Purchase Request or Funding Document No. 16EM001470		
11. Remittance Address ENERGY, MINERALS & NATURAL RESOURCES DEPARTM Attn: Eletha Trujillo 1220 S. ST. FRANCIS DR. SANTA FE NM 875054000		12. Total Amount Govt. Share: \$24,900,706.00 Cost Share : \$0.00 Total : \$24,900,706.00	13. Funds Obligated This action: \$800,000.00 Total : \$24,150,948.00		
14. Principal Investigator Eletha Trujillo (505)476-3324	15. Program Manager		16. Administrator EMCBC - Carlsbad U.S. Department of Energy Carlsbad Project Office P.O. Box 3090 Carlsbad NM 88221		
17. Submit Payment Requests To OR for EMCBC U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 5777 Oak Ridge TN 37831		18. Paying Office OR for EMCBC U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 5777 Oak Ridge TN 37831	19. Submit Reports To James.Mason@cbfo.doe.gov Suzanne.Hunt@cbfo.doe.gov Diane.Snow@cbfo.doe.gov		
20. Accounting and Appropriation Data See Schedule					
21. Research Title and/or Description of Project					
For the Recipient			For the United States of America		
22. Signature of Person Authorized to Sign 			25. Signature of Grants/Agreements Officer 		
23. Name and Title Eletha Trujillo WIPP Program Coordinator	24. Date Signed 4/4/16	26. Name of Officer Vicki D. Snow		27. Date Signed 4-4-16	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-FC29-88AL53813/0099

PAGE OF
2 | 2

NAME OF OFFEROR OR CONTRACTOR
ENERGY, MINERALS & NATURAL RESOURCES DEPARTMENT, NEW MEXICO

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 808561849 ASAP: Y Extent Competed: NOT COMPETED Davis-Bacon Act: NO</p> <p>The purposes of this amendment are to:</p> <ol style="list-style-type: none"> 1. Obligate funding in the amount of \$800,000 for enhanced training and capabilities for local emergency responders in accordance with the requirements in the Settlement Agreement and Stipulated Final Order No. HWB-14-21 (CO) signed January 21, 2016 by the New Mexico Environment Department, the Department of Energy, and DOE's Prime Contractor, Nuclear Waste Partnership LLC (NWP). 2. Increase the budget for the current budget period of July 1, 2015 - June 30, 2016 from \$1,328,048, by \$800,000, to \$2,128,048 for these activities. 3. Increase total funding under the agreement from \$23,540,948, by \$800,000, to \$24,150,948. <p>Accounting and Appropriation Data: 01250 2016 33 490801 41020 1110957 0000443 0000000 0000000 \$800,000.00</p> <ol style="list-style-type: none"> 4. Revise the FY16 objectives of the agreement by adding the projects and activities for enhanced training and capabilities for emergency responders in and around Carlsbad, NM estimated at \$800,000. See following pages. 				

Background:

The State of New Mexico Environment Department, the U.S. Department of Energy (DOE) and its contractor, Nuclear Waste Partnership LLC, signed a Settlement Agreement and Stipulated Final Order No. HWB-14-21 (CO) on January 21, 2016 to resolve the State of New Mexico Environment Department's allegations against DOE and its contractor related to the February 2014 incidents at the Waste Isolation Pilot Plant (WIPP) in Carlsbad, NM.

Paragraph 35 of the Settlement Agreement requires "Within ninety (90) calendar days of the effective date of this Settlement Agreement, the Respondents shall obligate \$1 million to fund enhanced training and capabilities for local emergency responders, including funding for training and exercises with local mine rescue teams, in and around Carlsbad, NM, that exist at the time this Settlement Agreement is signed."

Out of the \$1M, training activities, supplies, and equipment estimated at \$800,000 will be funded through Financial Assistance Agreement DE-FC29-AL53813 with the New Mexico Energy, Minerals, and Natural Resources Department for pass through to the local agencies in and around Carlsbad, NM. The projects to be completed with the funding also fall within the authority of the Land Withdrawal Act, P.L. 102-579, as amended by P.L. 104-201, which is the legal basis for the award of the financial assistance agreement. Section 16 of the LWA titled Transportation requires the DOE provide funding for accident prevention and emergency preparedness in any State or Indian Tribe through whose jurisdiction the Secretary plans to transport transuranic waste to or from WIPP.

The remaining \$200K of the \$1M will be obligated to Contract DE-EM0001971 with Nuclear Waste Partnership LLC prior to April 21, 2016 for training and exercises with existing local mine rescue teams, in and around Carlsbad, NM.

The effective date of the obligation of \$800,000 in Amendment 99 is the date the amendment is signed by the Department of Energy and is within the 90-day requirement.

A list of the approved projects, activities, and equipment is attached to this amendment. The list is from the Regional Response Capabilities Strategic Plan for 2016. The final copy of the Strategic Plan will be provided to the State.

NMEMNRD shall provide quarterly progress and financial reports providing the status of the activities funded in Amendment 99. Per the Settlement Agreement, the completion date for the activities is September 30, 2016. Reports should be provided to the following:

Mike McCoy at Mike.McCoy@cbfo.doe.gov
James Mason at James.Mason@cbfo.doe.gov
Suzanne Hunt at Suzanne.Hunt@cbfo.doe.gov

Allowability of costs for the approved activities and equipment will be determined in accordance with 2 CFR 225 Cost Principles for State, Local, and Tribal Governments.

Regional Response Capabilities Strategic Plan for 2016 - Approved Activities/Equipment

Activity/Equipment	Core Capability	2016 Cost	Totals
REGIONAL HAZARDOUS MATERIALS TEAM			
Hazardous Materials Equipment/Supplies (Must Include Radiological Equipment)	Environmental Response/Health and Safety	\$400,000	
Hazardous Materials Technician Training	Environmental Response/Health and Safety	\$50,000	
Hospital Radiological Preparedness Training (e.g., Radiation Emergency Assistance Center/Training Site - Radiation Emergency Medicine)	Environmental Response/Health and Safety	\$50,000	
			\$500,000
BIOLOGICAL PROTECTIVE MEASURES			
Biomist Sanitizing System Equipment and Supplies	Environmental Response/Health and Safety	\$52,000	
			\$52,000
INTEROPERABLE COMMUNICATIONS SUPPORT FOR FIRST RESPONDERS			
Kenwood TK-5430 Portable 7/800 MHz, 1024 Channel X 22 (Lea County Emergency Management)	Operational Communications	\$35,000	
Kenwood TK-5430 Portable 7/800 MHz, 1024 Channel X 100 (City of Hobbs Fire Department)	Operational Communications	\$150,000	
			\$185,000
LAW ENFORCEMENT RESPONSE AND SAFETY			
Officer Down Medical Kits (Lea County Sheriff's Department)	On-Scene Security and Protection	\$13,000	
Officer Down Medical Kits (City of Hobbs Police Department)	On-Scene Security and Protection	\$20,000	
			\$33,000
CONTINGENCY			
Projects are based on estimated costs; contingency is provided in the event that actual costs are greater than estimated.		\$30,000	
			\$30,000
TOTAL COSTS FOR PROJECTS		\$800,000	\$800,000

GENERAL PRINCIPLES OF AGREEMENT HWB-14-20 and HWB-14-21

These General Principles of Agreement (“Principles of Agreement”) are agreed upon by the New Mexico Environment Department (“NMED”), and the United States Department of Energy (“DOE”), Los Alamos National Security, LLC (“LANS”), and Nuclear Waste Partnership, LLC (“NWP”) (collectively, with DOE and LANS, the “DOE Permittees”) for the purpose of resolving Compliance Order Nos. HWB-14-20 and HWB-14-21 (“Compliance Orders”), related to the Los Alamos National Laboratory (“LANL”) and the Waste Isolation Pilot Plant (“WIPP”).

PREAMBLE

NMED and the DOE Permittees (“Parties”) have engaged in settlement discussions in an effort to resolve the Compliance Orders without further administrative or judicial actions. As a result of these discussions, the Parties enter into these Principles of Agreement for the purpose of settling the claims of NMED as stated in the Compliance Orders, and any future claims related thereto. These Principles of Agreement are binding on the Parties, their officers, directors, employees, constituent agencies, contractors, subsidiaries, successors, assigns, trustees, receivers and other affiliates. These Principles of Agreement provide a binding framework the Parties will follow as the Parties work toward a detailed settlement agreement and stipulated final order that will incorporate the compromise and settlement of the alleged violations, including the necessary corrective actions, so LANL and WIPP may work toward resumption of waste processing operations.

TERMS

Accordingly, to settle any and all present and future claims, penalties, fines, or other sanctions, against the DOE Permittees, their constituent agencies, contractors and other affiliates arising from or relating to the February 2014 incidents at WIPP, the Parties commit to the following Principles of Agreement. The Parties shall work cooperatively and in good faith to implement these Principles of Agreement beginning with implementation particulars – scope, timing and other implementation details of the supplemental environmental projects outlined below.

1. DOE will pay to the State of New Mexico (“State”) \$34 million to fund necessary repairs to New Mexico roads used for the transportation of DOE shipments of transuranic waste to WIPP (“WIPP designated routes”), as specified at 18.20.9 NMAC, in the southeastern portion of New Mexico near the City of Carlsbad.
 - A. Monies will be used first to repave/repair the WIPP North Access Road, an approximately 13 mile stretch of road between Highway 62-180 and the WIPP site.
 - B. The State may prioritize WIPP designated routes for improvements in conjunction with DOE following improvements of the North Access Road.
 - C. DOE will assign designees to participate in meetings with the New Mexico Department of Transportation (“NMDOT”) and NMED in order to execute the commitments in Principle 1, including but not limited to, coordinating the receipt and application of funds and implementing the necessary procedures.
2. DOE will fund up to \$12 million to improve DOE-owned transportation routes at LANL used for transportation of transuranic waste to WIPP. Potential projects include widening portions

of East Jemez Road and constructing egress/merge lanes at the intersection of East Jemez Road and New Mexico Route 4.

- A. DOE will assign designees to participate in meetings with NMDOT and NMED, in order to execute the commitments in Principle 2, including but not limited to determining the best use of the funds for improvements to DOE-owned transportation routes at LANL.
 - B. DOE, NMDOT and NMED will take into consideration input from Los Alamos County.
3. DOE will fund independent, external triennial reviews of environmental regulatory compliance and operations at LANL and WIPP to ensure any regulatory deficiencies are identified. The results of such reviews shall be made available to NMED and the public. The DOE Permittees, their constituent agencies, contractors and affiliates agree to address any deficiencies identified in such reviews. NMED agrees to refrain from taking any enforcement action against the DOE Permittees, their constituent agencies, contractors and affiliates for any violations identified in the triennial reviews so long as the DOE Permittees and their facility operators correct any deficiencies identified in the course of such reviews. DOE and NMED shall agree on a third party to perform the independent reviews.
 4. DOE will fund enhanced training and capabilities for local emergency responders, including funding for training and exercises with local mine rescue teams, in and around Carlsbad, NM, and DOE will fund an offsite emergency operations center near WIPP.
 5. DOE will fund and install engineering structures in canyons in and around LANL to slow storm water flow and decrease sediment load to improve water quality in the area, allowing DOE and NMED to manage surface water at a watershed scale.
 6. DOE will fund increased sampling and monitoring capabilities for storm water runoff in and around LANL, with the results of sampling and monitoring to be shared with the public and NMED.
 7. DOE will provide \$10 million for LANL to replace aging potable water lines and install metering equipment on LANL potable water systems. These improvements will reduce potable water losses, minimize reportable spills and enhance water conservation efforts at LANL.
 8. In addition to waiving any and all present and future claims, penalties, fines, or other sanctions, against the DOE Permittees, their constituent agencies, contractors and other affiliates arising from or relating to the February 2014 incidents at WIPP, NMED also agrees to: consider in a timely manner a request for extension to store transuranic waste in the waste handling building on the surface of WIPP beyond the date of May 6, 2015, as is currently required under the most recent NMED permit extension; consider in a timely manner a permit modification request to allow for an above-ground storage facility for temporary on-site storage of transuranic waste at WIPP; enter into good-faith discussions concerning modifications to the 2005 Consent Order for completion of the cleanup of legacy contamination, and forego penalties so far assessed under the 2005 Consent Order.
 9. The Parties will resume the WIPP and LANL technical working groups to identify and implement the necessary corrective actions at both facilities. The technical working groups will memorialize the corrective actions necessary to satisfy the Compliance Orders' Schedules of Compliance,

Section III of the Compliance Orders, to be incorporated as addenda to the settlement agreement and stipulated final order.

10. DOE will agree to good-faith, informal discussions with NMED and NMDOT concerning the State's ongoing and future needs to maintain roads on WIPP designated routes and how best to address those needs following the expiration of the WIPP designated routes grant.
11. Nothing in these Principles of Agreement, including Paragraphs 1 through 7 above, is intended to obligate DOE to expend funds in excess of available appropriations. DOE will take all necessary steps, including Budget reprogramming, within its existing authority to effectuate the provisions of Paragraphs 1 through 7. Funds used by DOE to execute these Principles of Agreement will not detract from work at LANL or from the WIPP recovery. Nothing in these Principles of Agreement will obligate the DOE Permittees to disclose information when such disclosure is contrary to law, including classified information.
12. The Parties will seek a stay of discovery and all litigation proceedings concerning the Compliance Orders pending execution of the settlement agreement and stipulated final order.

IMPLEMENTATION

The Parties agree they will act reasonably and in good faith at all times to accomplish the objectives of these Principles of Agreement. These Principles of Agreement will serve as the document that will bind the Parties' execution of a detailed settlement agreement and stipulated final order. These Principles of Agreement shall not be altered or amended. These Principles of Agreement shall become effective and enforceable on the date executed by all the Parties and shall remain in effect until the Parties execute a detailed settlement agreement and stipulated final order incorporating these terms.

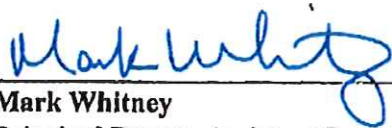
BY SIGNING THESE PRINCIPLES OF AGREEMENT, THE SIGNATORY FOR EACH PARTY BELOW CERTIFIES THAT HE OR SHE HAS THE AUTHORITY TO LEGALLY BIND THE PARTY TO THESE PRINCIPLES OF AGREEMENT.

NEW MEXICO ENVIRONMENT DEPARTMENT

By: 
Ryan Flynn
Secretary, New Mexico Environment Department

Date: 4/30/2015

UNITED STATES DEPARTMENT OF ENERGY

By: 
Mark Whitney
Principal Deputy Assistant Secretary, Environmental Management

Date: 4/30/15

By: 
Frank G. Klotz
Under Secretary for Nuclear Security, Department of Energy
Administrator, National Nuclear Security Administration

Date: 4/30/2015

LOS ALAMOS NATIONAL SECURITY, LLC

By: 
Dr. Charles F. McMillan
Director, LANS

Date: 4/30/15

NUCLEAR WASTE PARTNERSHIP, LLC

By: Signature on File
Robert L. McQuinn
President, NWP

Date: 4/30/2015

GENERAL TERMS AND CONDITIONS FOR FINANCIAL ASSISTANCE AWARDS

Table of Contents

<u>Subject</u>	<u>Page</u>
RESOLUTION OF CONFLICTING CONDITIONS.....	3
AWARD AGREEMENT TERMS AND CONDITIONS	3
AWARD PROJECT PERIOD AND BUDGET PERIODS.....	3
PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM.....	3
PAYMENT PROCEDURES - REIMBURSEMENT THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM.....	4
INCREMENTAL FUNDING AND MAXIMUM OBLIGATION - DIFFERENT BUDGET PERIOD AND PROJECT PERIOD.....	4
COST SHARING.....	4
REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS.....	4
TRAVEL.....	5
USE OF PROGRAM INCOME - ADDITION.....	5
USE OF PROGRAM INCOME - DEDUCTION	5
STATEMENT OF SUBSTANTIAL INVOLVEMENT	5
SITE VISITS	6
REPORTING REQUIREMENTS.....	6
FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS.....	6
INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION.....	6
NATIONAL SECURITY: CLASSIFIABLE RESULTS ORIGINATING UNDER AN AWARD.....	6
CONTINUATION APPLICATION AND FUNDING - AWARDS UNDER 10 CFR 600.....	6
LOBBYING RESTRICTIONS.....	7
NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS.....	8
FUNDING OF BUDGET PERIODS.....	8
CONDITIONAL AVAILABILITY OF FUNDS	8
INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP	8
PERFORMANCE OF WORK IN UNITED STATES	9
NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS.....	9
HISTORIC PRESERVATION.....	9
CENTRAL CONTRACT REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS.....	9
RECIPIENT FUNCTIONS.....	10
FINAL INCURRED COST AUDIT	11
PROPERTY.....	11
INDEMNITY	11
INTELLECTUAL PROPERTY PROVISIONS (NRD-1003), NONRESEARCH AND DEVELOPMENT....	11

GENERAL TERMS AND CONDITIONS FOR FINANCIAL ASSISTANCE AWARDS

DE-FC29-88AL53813

RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Grant and Cooperative Agreement cover page, plus the following:

a. Special terms and conditions.

b. Attachments:

Attachment Number/Title

1. Federal Assistance Reporting Checklist (DOE F 4600.2)
2. Approved budget form
3. WIPP Statement of Project Objectives
4. National Policy Assurances Incorporated at the start of the Cooperative Agreement (August 2008)
5. Intellectual Property Provisions

c. DOE Assistance Regulations, 10 CFR 600 at <http://ecfr.gpoaccess.gov>.

d. Application/proposal as approved by DOE.

e. National Policy Assurances cited in Attachment 5 to Be Incorporated as Award Terms in effect on date of award at http://management.energy.gov/business_doe/1374.htm. Updates to National Policy Assurances cited in this website apply to the cooperative agreement at the beginning of each budget period. The recipient shall review this website at the beginning of each budget period to assure that the recipient complies with new or revised policy assurances during the term of this agreement.

AWARD PROJECT PERIOD AND BUDGET PERIODS

The Project Period for this award is blocks 6 and 7 of the DOE Form 4600.1.

PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

a. Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.

b. Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disburse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close as is administratively feasible to actual disbursements.

c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE/CBFO.

d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

PAYMENT PROCEDURES - REIMBURSEMENT THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

- a. Method of Payment. Payment will be made by reimbursement through the Department of Treasury's ASAP system.
- b. Requesting Reimbursement. Requests for reimbursements must be made through the ASAP system. Your requests for reimbursement should coincide with your normal billing pattern, but not more frequently than every two weeks. Each request must be limited to the amount of disbursements made for the federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
- c. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE/CBFO.
- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

INCREMENTAL FUNDING AND MAXIMUM OBLIGATION - DIFFERENT BUDGET PERIOD AND PROJECT PERIOD

If at any time during the award a budget period is funded on an incremental basis, the maximum obligation of the DOE/CBFO is limited to the amount shown on the Assistance Agreement Face Page. You are not obligated to continue performance of the project beyond the total amount obligated and the recipients pro rata share of the project costs, if cost sharing is required. Subject to the availability of additional funds, DOE anticipates obligating the total estimated amount for the current budget period.

COST SHARING

- a. As shown on the face page of the award, any cost sharing shall defray only the allowable costs of the project in accordance with the statutes, regulations, applicable cost principles, and other terms and conditions governing the award. Cost sharing contributions may be incurred either as direct or indirect costs, and include cash or third-party in-kind contributions by the recipient, its subrecipients, or contractors. The cost sharing may be in any allowable budget category or combination of categories.
- b. Valuation of third-party in-kind contributions and documentation of cost sharing shall be in accordance with 10 CFR Part 600.123.
- c. Specific cost sharing amounts/percentages for this award are 0% provided by the recipient unless amended at a later date.

REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS

- a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.
- b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect

GENERAL TERMS AND CONDITIONS FOR FINANCIAL ASSISTANCE AWARDS

DE-FC29-88AL53813

costs means the recipient must absorb the under-recovery. Such under-recovery may be allocated as part of the organization's required cost sharing.

TRAVEL

Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the organization. Travel costs are allowable subject to certain restrictions, when they are directly attributable to specific work under an award or are incurred in the normal course of administration of the organization. Such travel costs may be charged on an actual basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used results in charges consistent with those normally allowed by the organization in its regular operations. DOE considers travel costs to be reasonable and allowable under this cooperative agreement only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the-(i) Federal Travel Regulations, (ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A; or (iii) Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas." The difference in cost between first-class air accommodations and less than first-class air accommodations is unallowable except when less than first-class air accommodations are not reasonably available to meet necessary mission requirements, such as where less than first-class accommodations would (i) require circuitous routing, (ii) require travel during unreasonable hours, (iii) greatly increase the duration of the flight, (iv) result in additional costs which would offset the transportation savings, or (v) offer accommodations which are not reasonably adequate for the medical needs of the traveler.

USE OF PROGRAM INCOME - ADDITION

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and use it to further eligible project objectives.

USE OF PROGRAM INCOME - DEDUCTION

If you earn program income during the project period as a result of this award, you must deduct the program income from the total allowable project costs to determine the net allowable costs on which the Federal share is based.

STATEMENT OF SUBSTANTIAL INVOLVEMENT

The DOE and the recipient agree that performance under the financial assistance agreement will involve some substantial DOE involvement. The substantial involvement may include a sharing of the responsibility for the: management, control, or direction of the project between the DOE and the recipient or a sharing of the performance of the project is shared by DOE and the recipient; or DOE may exercise its right to intervene in the conduct or performance of project activities for programmatic reasons. The DOE Project Manager will exercise its management, control, direction, or other intervention under the cooperative agreement. Such direction will be in writing. Any technical direction provided at meetings between the DOE and the recipient will be followed up in writing.

For example, the CBFO must be informed of changes in staffing or any work that has not been reviewed and approved by the CBFO by states or recipient employees. The CBFO will review any requests, and the recipient shall only perform the requested effort only if approved by CBFO. The effort performed by the recipient or by states funded as pass through grants by this cooperative agreement shall only be accepted for payment if the effort is of a benefit to the Waste Isolation Pilot Plant mission regarding the transportation of transuranic waste in the western states. Any work performed that has not been approved in the budget period requires prior approval from a DOE Contracting Officer.

SITE VISITS

DOE/CBFO's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

REPORTING REQUIREMENTS

a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

b. Dissemination of scientific/technical reports. Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).

c. Restrictions. Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

a. The intellectual property provisions applicable to this award are provided as an attachment to this award or are referenced on the Assistance Agreement Face Page, if applicable. A list of all intellectual property provisions may be found at http://www.gc.doe.gov/financial_assistance_awards.htm.

b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at [http://www.gc.doe.gov/documents/Intellectual_Property_\(IP\)_Service_Providers_for_Acquisition.pdf](http://www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf)

NATIONAL SECURITY: CLASSIFIABLE RESULTS ORIGINATING UNDER AN AWARD

a. This award is intended for unclassified, publicly releasable research. You will not be granted access to classified information. DOE/CBFO does not expect that the results of the research project will involve classified information. Under certain circumstances, however, a classification review of information originated under the award may be required. The Department may review research work generated under this award at any time to determine if it requires classification.

b. Executive Order 12958 (60 Fed. Reg. 19,825 (1995)) states that basic scientific research information not clearly related to the national security shall not be classified. Nevertheless, some information concerning (among other things) scientific, technological, or economic matters relating to national security or cryptology may require classification. If you originate information during the course of this award that you believe requires classification, you must promptly:

GENERAL TERMS AND CONDITIONS FOR FINANCIAL ASSISTANCE AWARDS

DE-FC29-88AL53813

1. Notify the DOE Project Officer and the DOE Award Administrator;
2. Submit the information by registered mail directly to the Director, Office of Classification and Information Control, SO-10.2; U.S. Department of Energy; P.O. Box A; Germantown, MD 20875-0963, for classification review.
3. Restrict access to the information to the maximum extent possible until you are informed that the information is not classified, but no longer than 30 days after receipt by the Director, Office of Classification and Information Control.

c. If you originate information concerning the production or utilization of special nuclear material (i.e., plutonium, uranium enriched in the isotope 233 or 235, and any other material so determined under section 51 of the Atomic Energy Act) or nuclear energy, you must:

1. Notify the DOE Project Officer and the DOE Award Administrator;
2. Submit the information by registered mail directly to the Director, Office of Classification and Information Control, SO-10.2; U.S. Department of Energy; P. O. Box A; Germantown, MD 20875-0963 for classification review within 180 days of the date the recipient first discovers or first has reason to believe that the information is useful in such production or utilization; and
3. Restrict access to the information to the maximum extent possible until you are informed that the information is not classified, but no longer than 90 days after receipt by the Director, Office of Classification and Information Control.

d. If DOE determines any of the information requires classification, you agree that the Government may terminate the award by mutual agreement in accordance with 10 CFR 600.25(d). All material deemed to be classified must be forwarded to the DOE, in a manner specified by DOE.

e. If DOE does not respond within the specified time periods, you are under no further obligation to restrict access to the information.

CONTINUATION APPLICATION AND FUNDING - AWARDS UNDER 10 CFR 600

a. Continuation Application. A continuation application is a non-competitive application for an additional budget period within a previously approved project period. At least 90 days before the end of each budget period, you must submit to the DOE Project Officer and the DOE Award Administrator your continuation application, which includes the following information:

1. A report on your progress towards meeting the objectives of the project, including any significant findings, conclusions, or developments, and an estimate of any unobligated balances remaining at the end of the budget period. If the remaining unobligated balance is estimated to exceed 20 percent of the funds available for the budget period, explain why the excess funds have not been obligated and how they will be used in the next budget period.
2. A detailed budget and supporting justification for the upcoming budget period if additional funds are requested, a reduction of funds is anticipated, or a budget for the upcoming budget period was not approved at the time of award
3. A description of your plans for the conduct of the project during the upcoming budget period, if there are changes from the DOE approved application.

b. Continuation Funding. Continuation funding is contingent on (1) availability of funds; (2) substantial progress towards meeting the objectives of your approved application; (3) submittal of required reports; or (4) compliance with the terms and conditions of the award.

LOBBYING RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

GENERAL TERMS AND CONDITIONS FOR FINANCIAL ASSISTANCE AWARDS

DE-FC29-88AL53813

NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

FUNDING OF BUDGET PERIODS

DOE has obligated funds obligated as cited under DOE Form 4600.1, blocks 16a and b of each amendment to this cooperative agreement for completion of the Project authorized by this agreement, however, only the amount of funds cited in blocks 16a and b for the budget period is available for work performed by the Recipient during that specific Budget Period of the Project. For Budget Period's outside of the current budget period, the remainder or obligated funds may be available contingent upon the submission by the Recipient of a continuation application and written approval of the continuation application by the DOE Contracting Officer. In the event that the Recipient does not submit a continuation application for subsequent Budget Periods or DOE disapproves a continuation application for subsequent Budget Periods, the maximum DOE liability to the Recipient is the funds that are available for the current approved Budget Period(s). In such event, DOE reserves the right to deobligate any remaining funds.

CONDITIONAL AVAILABILITY OF FUNDS

Notwithstanding the obligation of funds shown on the Agreement Face Page, the parties hereby agree that the availability of funds to the Recipient for payment of costs incurred by the Recipient is conditioned upon Contracting Officer review and approval of the Recipient's application and completion of negotiations. When the parties have completed negotiations, the Contracting Officer shall issue an Amendment to this Award making available the obligated amount for payment in accordance with the payment terms contained in the Special Terms and Conditions of this Award. Failure by the Recipient to provide an application with supporting documentation acceptable to the Contracting Officer or complete negotiations will be deemed Noncompliance pursuant to 10 CFR 600.24.

INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP

a. You shall immediately notify the DOE of the occurrence of any of the following events:

- (i) you or your parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act;
- (ii) your consent to the institution of an involuntary case under the Bankruptcy Act against you or your parent;
- (iii) the filing of any similar proceeding for or against you or your parent, or its consent to, the dissolution, winding-up or readjustment of your debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over you, under any other applicable state or federal law; or
- (iv) your insolvency due to your inability to pay your debts generally as they become due.

b. Such notification shall be in writing and shall:

- (i) specifically set out the details of the occurrence of an event referenced in paragraph a;
- (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.

c. Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of your award to determine your compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with your performance under the award, DOE reserves the right to impose additional requirements, as needed, including

- (i) change your payment method; or
- (ii) institute payment controls.

GENERAL TERMS AND CONDITIONS FOR FINANCIAL ASSISTANCE AWARDS

DE-FC29-88AL53813

d. Failure of the Recipient to comply with this term may be considered a material noncompliance of this financial assistance award by the Contracting Officer.

PERFORMANCE OF WORK IN UNITED STATES

The Recipient agrees that at least 100% of the direct labor cost for the project (including subrecipient labor) shall be incurred in the United States, unless the Recipient can demonstrate to the satisfaction of the Department of Energy that the United States economic interest will be better served through a greater percentage of the work being performed outside the United States.

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE/NNSA providing either a NEPA clearance or a final NEPA decision regarding this project. Prohibited actions include: [*Activities that cannot be performed before the NEPA clearance or decision is completed*]. This restriction does not preclude you from: [*activities that can be performed before the NEPA clearance or decision are completed*].

If you move forward with activities that are not authorized for federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving federal funding and such costs may not be recognized as allowable cost share. If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE/NNSA initiating the NEPA process.

HISTORIC PRESERVATION

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>.

Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Recipients should be aware that the DOE Contracting Officer will consider the recipient in compliance with Section 106 of the NHPA only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to the Contracting Officer.

CENTRAL CONTRACT REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS

A. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

GENERAL TERMS AND CONDITIONS FOR FINANCIAL ASSISTANCE AWARDS

DE-FC29-88AL53813

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions

For purposes of this award term:

1. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
- a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

RECIPIENT FUNCTIONS

(1) This delegation of Department of Energy (DOE) functions to the Recipient applies only to Davis Bacon Act (DBA) effort performed by Subrecipients and Contractors under this award. Those functions are not delegated to the Recipient for any DBA effort performed by employees of the Recipient under this award. On behalf of the Department of Energy (DOE), Recipient shall perform the following functions:

(a) Obtain, maintain, and monitor all DBA certified payroll records submitted by the Subrecipients and Contractors at any tier under this Award;

(b) Review all DBA certified payroll records for compliance with DBA requirements, including applicable DOL wage determinations;

(c) Notify DOE of any non-compliance with DBA requirements by Subrecipients or Contractors at any tier, including any non-compliances identified as the result of reviews performed pursuant to paragraph (b) above;

(d) Address any Subrecipient and any Contractor DBA non-compliance issues; if DBA non-compliance issues cannot be resolved in a timely manner, forward complaints, summary of investigations and all relevant information to DOE;

(e) Provide DOE with detailed information regarding the resolution of any DBA non-compliance issues;

GENERAL TERMS AND CONDITIONS FOR FINANCIAL ASSISTANCE AWARDS

DE-FC29-88AL53813

- (f) Perform services in support of DOE investigations of complaints filed regarding noncompliance by Subrecipients and Contractors with DBA requirements;
- (g) Perform audit services as necessary to ensure compliance by Subrecipients and Contractors with DBA requirements and as requested by the Contracting Officer; and
- (h) Provide copies of all records upon request by DOE or DOL in a timely manner.

(2) All records maintained on behalf of the DOE in accordance with paragraph (1) above are federal government (DOE) owned records. DOE or an authorized representative shall be granted access to the records at all times.

(3) In the event of, and in response to any Freedom of Information Act, 5 U.S.C. 552, requests submitted to DOE, Recipient shall provide such records to DOE within 5 business days of receipt of a request from DOE.

FINAL INCURRED COST AUDIT

In accordance with 10 CFR 600, DOE reserves the right to initiate a final incurred cost audit on this award. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

PROPERTY

Real property, and equipment acquired by the Recipient shall be subject to the rules set forth in 10 CFR 600.130-137, 10 CFR 600.231-233, or 10 CFR 600.320-324 as applicable.

Consistent with the goals and objectives of this project, the Recipient may continue to use Recipient acquired property beyond the Period of Performance, without obligation, during the period of such use, to extinguish DOE's conditional title to such property as described in 10 CFR 600.132-135, 10 CFR 600.231-233, 600.321-324, subject to the following: (a) the Recipient continues to utilize such property for the objectives of the project as set forth in the Statement of Project Objectives; (b) DOE retains the right to periodically ask for, and the Recipient agrees to provide, reasonable information concerning the use and condition of the property; and (c) the Recipient follows the property disposition rules set forth in the applicable sections of 10 CFR Part 600, if the property is no longer used by the Recipient for the objectives of the project, and the fair market value of property exceeds \$5,000.

Once the per unit fair market value of the property is less than \$5,000, pursuant to the applicable sections of 10 CFR Part 600, DOE's residual interest in the property shall be extinguished and Recipient shall have no further obligation to the DOE with respect to the property. The regulations as set forth in 10 CFR Part 600 and the requirements of this article shall also apply to property in the possession of any team member, sub-recipient or other entity where such property was acquired in whole in part with funds provided by DOE under this grant or where such property was counted as cost-sharing under the grant.

INDEMNITY

The Recipient shall indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

INTELLECTUAL PROPERTY PROVISIONS (NRD-1003), NONRESEARCH AND DEVELOPMENT

Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d). For all other organizations, the following intellectual property provisions shall apply:

GENERAL TERMS AND CONDITIONS FOR FINANCIAL ASSISTANCE AWARDS

DE-FC29-88AL53813

(a) Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. DOE reserves a royalty free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes and to authorize others to do so.

(b) The DOE has the right to:

- (1) obtain, reproduce, publish or otherwise use the data first produced under an award; and
- (2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purpose



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 16, 2016

SUBJECT: RESOLUTION TO APPROVE AN ENCROACHMENT AGREEMENT TO PERMIT NON-HABITABLE STRUCTURES IN THE CITY RIGHT-OF-WAY AT PROPERTY LOCATED IN THE SE 1/4 OF SECTION 13, IN TOWNSHIP 18 SOUTH OF RANGE 37 EAST.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: May 9, 2016
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The City has been requested to issue an Encroachment Easement in order to facilitate sole occupancy of unimproved public right-of-way located adjacent to Ramirez & Sons mineral extraction operations.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

The Encroachment Agreement and Encroachment Easement will not impact the City budget.

Attachments: Resolution; Encroachment Agreement; Encroachment Easement.

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Consideration of approval of the Resolution to approve the Encroachment Agreement and the Encroachment Easement.

Approved For Submittal By:

[Signature] Department Director
[Signature] City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6436

A RESOLUTION TO APPROVE AN ENCROACHMENT AGREEMENT TO PERMIT NON-HABITABLE STRUCTURES IN THE CITY RIGHT-OF-WAY AT PROPERTY LOCATED IN THE SE 1/4 OF SECTION 13, IN TOWNSHIP 18 SOUTH OF RANGE 37 EAST.

WHEREAS, the City has been requested to approve an Encroachment Easement to permit existing non-habitable structures located in the City right-of-way within the SE ¼ of Section 13, in Township 18 South of Range 37 East, Lea County, New Mexico; and

WHEREAS, the City has therefore determined that the Encroachment Agreement and the Encroachment Easement should be approved.

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

1. The City of Hobbs hereby approves the Encroachment Agreement and the Encroachment Easement as attached hereto and made a part of this Resolution and the Mayor is hereby authorized to execute the same; and

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

PASSED, ADOPTED AND APPROVED this 16th day of May, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (hereinafter "Agreement"), entered into this ____ day of _____, 2016, between Alonzo L. Ramirez, Jr., 3404 N. Enterprise Drive, Hobbs, NM 88240, (hereinafter "Citizen") and the City of Hobbs, New Mexico, a New Mexico Municipal Corporation (hereinafter "City").

RECITALS:

WHEREAS, Citizen is the owner of certain real property being the SE ¼ of Section 13, in Township 18 South of Range 37 East less the east 100 feet of same;

WHEREAS, the parties recognize that certain non-habitable surface improvements, as detailed below, shall be constructed upon the currently undeveloped public right-of-way adjacent to the Citizens eastern property line, and

WHEREAS, Citizen desires to deny public entry to that portion of the public right-of-way to the general public until such time that developed connectivity exists either north or south of the aforementioned right-of-way, and

WHEREAS, Citizen also herein agrees to be a fair share participant in the development of municipal infrastructure within the dedicated public right-of-way adjacent to the Citizens eastern property line at such time in the future when municipal infrastructure is installed at either the Citizens northern or southern property line or upon a Citizen initiated subdivision of property.

NOW, THEREFORE, in consideration of the following covenants, premises, and other considerations, the parties agree as follows:

1. The City agrees to allow the encroachment of Citizens improvements to include fencing, gates and a caliche packed roadway within the public right-of-way as depicted in Exhibit A attached hereto, and approve the Encroachment Easement, Exhibit B attached hereto, provided the Citizen complies with the terms of this Agreement.
2. City Use of City's Property and City Liability: The City, and municipal franchisees has the right to enter upon the City's Property at any time and perform whatever maintenance, inspection, repair, modification or reconstruction it deems appropriate without liability to the Citizen.
3. Citizen's Responsibility for Improvement: The Citizen will be solely responsible for maintenance of the improvement as deemed necessary either by the Citizen or the City. The Citizen will be responsible for paying all related costs of said maintenance. The Citizen agrees to not permit the improvement to become or constitute a hazard to the public health or safety, and to keep the improvement properly maintained. Citizen further agrees not to interfere with the City's use of the City's Property, and to comply with all applicable laws, ordinances and regulations.

Citizen agrees that no other improvements, other than those specified will be constructed, without the written consent of the City.

4. Removal or Relocation of Improvement: At some time in the future, the City may require the improvement to be removed or relocated from City's Property. Such relocation would occur at such time that the municipal infrastructure within the right-of-way is required to be constructed, as deemed necessary by the City.

5. Financial Responsibility for Removal and Relocation: If and when the improvement is required to be relocated in the future, financial responsibility for removal and relocation of the improvement will be the sole responsibility of the Citizen to relocate the improvement from the public's right-of-way property.

6. Condemnation of Improvement: If Citizen allows or permits the improvement to become deteriorated or to become a threat to the public health, safety and welfare, the City may institute condemnation proceedings to remove Citizen's improvement from City's Property. If any part of the Citizen's improvement is ever condemned by the City, the Citizen will forego all claims to compensation for any portion of Citizen's improvement which encroaches on City Property.

7. Notice: For purposes of giving formal written notice to the Citizen, Citizen's address shall be the address of record for ownership of property, as listed in the official records of the County Clerk's Office for Lea County, New Mexico. Notice may be given to the Citizen either in person or by mailing the notice by certified, return receipt U.S. mail, postage paid. Notice will be considered to have been received by the Citizen, when the return receipt mail card is received by the City.

8. Indemnification: The Citizen covenant and agree that they will indemnify and save the City harmless from any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person or death or damage to property on or off the premises, arising or resulting from Citizen's actions, usage and property located on the City right-of-way property. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.

9. Term: This Agreement may be terminated by removal of the improvement from the City right-of-way by either party. Termination by either party shall be effective ninety (90) days after mailing by a party of written notice of termination to the other party.

10. Binding on Citizen's Property: The obligations of the Citizen set forth herein shall be binding upon the Citizen, his/her heirs, assigns, purchasers and successors and on Citizen's Property, and constitute covenants running with Citizen's Property until released by the City.

11. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

12. Changes to Agreement: Changes to this Agreement are not binding unless made in writing and signed by both parties.

13. Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

14. Extent of Agreement: Citizen understands and agrees that the Citizen is solely responsible for ascertaining whether Citizen's Improvement encroaches upon the property or facilities of any other entity and that by entering into this Agreement, the City makes no representations or warranties that the City's property is the only property affected by the encroachment.

15. Attorney's Fees and Costs: In the event this matter is litigated the Court shall award reasonable attorney fees to the prevailing party, notwithstanding in-house counsel represent a party.

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

Done and approved on the date first written above.

THE CITY OF HOBBS

CITIZEN

Sam D. Cobb, Mayor

Alonzo L. Ramirez, Jr.

ATTEST:

APPROVED AS TO FORM:

Jan Fletcher, City Clerk

Michael Stone, City Attorney

STATE OF NEW MEXICO)
) (SS.
COUNTY OF LEA)

The foregoing was acknowledged before me this ____ day of _____, 2016 by _____, as owner of _____, to me personally known, who being by me duly sworn did say that he/she is the recorded owner of the property, and _____ acknowledged said instrument, and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid and year first written above.

Notary Public

My Commission Expires:

ENCROACHMENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the City of Hobbs, acting for good and valuable consideration, grants to Alonzo L. Ramirez, Jr., 3404 N. Enterprise Drive, Hobbs, NM 88240, an encroachment easement over the following described lands located in Hobbs, Lea County, New Mexico, to-wit:

A strip of land approximately 100 feet wide and 2,640 feet long situated west of the SE ¼ of Section 13, in Township 18 South of Range 37 East eastern Section Line.

TO HAVE AND HOLD the encroachment easement unto Alonzo L. Ramirez, Jr. and it's successors and assigns forever **provided, however**, that only fencing, gates and a caliche packed roadway shall be allowed within the encroachment easement and in the event that the encroaching portion of the improvement within said easement as described herein is willfully removed or destroyed by grantee, or if at any future time said easement is needed for any type of municipal use, then said improvement shall be removed at the expense of the grantee and the easement canceled automatically.

Witness its hand this _____ day of _____, 2016.

CITY OF HOBBS

by _____
Sam D. Cobb, Mayor

Jan Fletcher, City Clerk

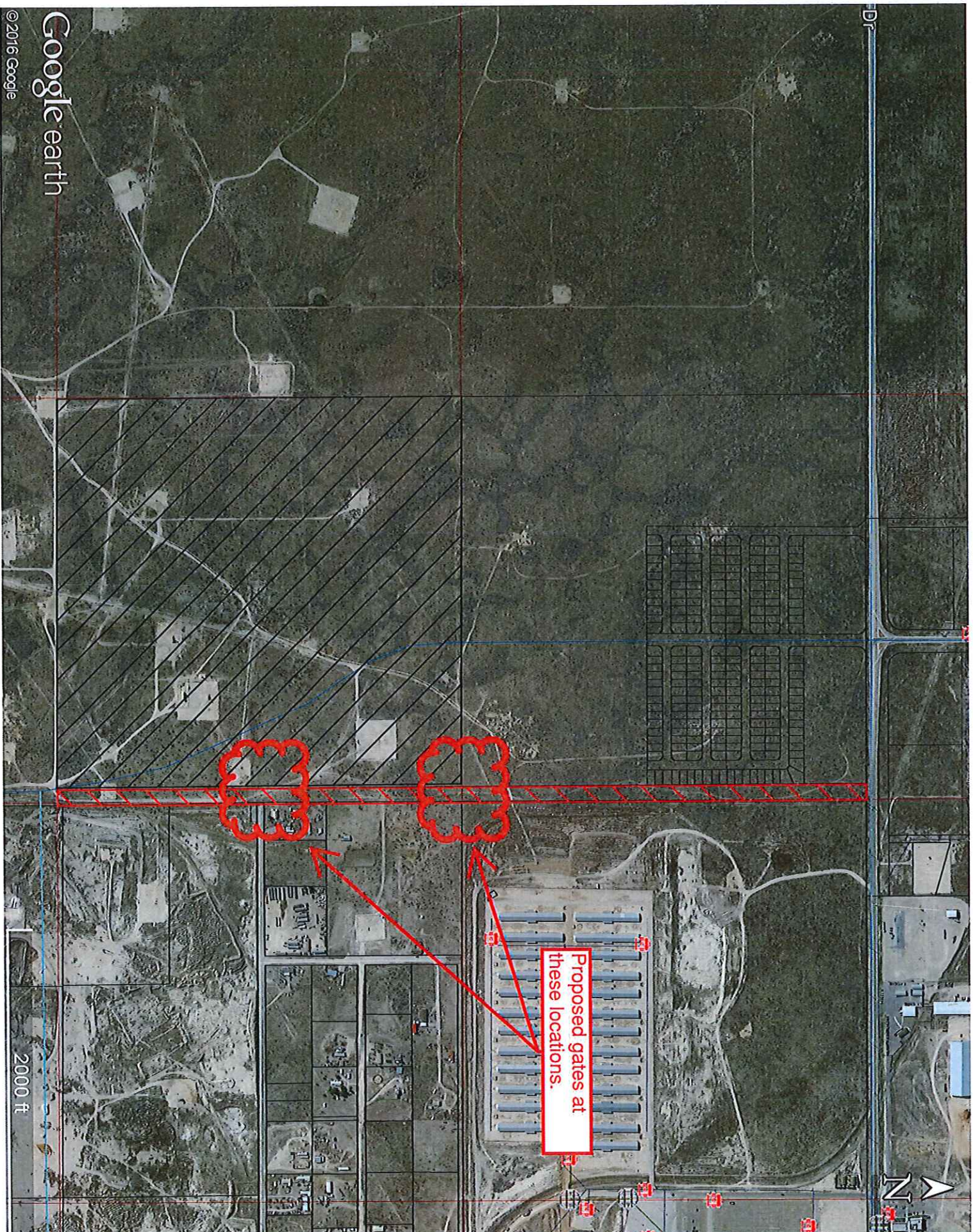
STATE OF NEW MEXICO)
)
COUNTY OF LEA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Sam D. Cobb, Mayor of the City of Hobbs, a municipal corporation, on behalf of the corporation.

Notary Public

My commission expires:

Dr



Proposed gates at these locations.



2000 ft



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 16, 2016

SUBJECT: Assistance to Firefighters Grant Program Fire Prevention and Safety Grants
DEPT. OF ORIGIN: Community Services
DATE SUBMITTED: May 10, 2016
SUBMITTED BY: Shawn Williams, Fire Marshal

Summary:

In its continuing mission of providing public education to promote fire safety and prevention in the Hobbs Municipal schools, the community and to citizens with the use of a Fire Safe House trailer. The City of Hobbs Fire Prevention Bureau has identified a need to purchase a new Fire Safe House trailer to keep updated with new technology, construction and potential fire hazards and continue to promote fire safety and fire prevention education to all our customers. The Department of Homeland Security and Federal Emergency Management Agency's Grant Program is responsible for the implementation and administration of the Assistance to Firefighters Grant Program Fire Prevention and Safety Grants. The Hobbs Fire Prevention Bureau is eligible for these funds to enhance the safety of the public and firefighters with respect to fire and fire related hazards.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

Fire departments serving areas with a population between 20,000 and 50,000, inclusive, must match Federal grant funds with an amount of non-Federal funds equal to 5% of the total project.

The purchase of a new Fire Safe House trailer will cost \$50,000.00. The Fire Prevention Bureau will be responsible for \$2,380.95. This will be taken from the Fire Protection Fund. The Federal funds from the grant will cover the remaining \$47,619.05.

Attachments:

- 1. Resolution

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Motion to approve resolution and to proceed with the application through the Assistance to Firefighters Grant Program, Fire Prevention and Safety Grants.

Approved For Submittal By:

[Signature] Department Director
[Signature] City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6437

A RESOLUTION APPROVING THE GRANT APPLICATION
WITH THE DEPARTMENT OF HOMELAND SECURITY FEDERAL EMERGENCY
MANAGEMENT AGENCY PROGRAMS DIRECTORATE
ASSISTANCE TO FIREFIGHTER GRANT PROGRAM

WHEREAS, the City of Hobbs Fire Prevention Bureau is eligible for funding for the Department of Homeland Security under the Assistance to Firefighter Grant Program; and

WHEREAS, the grant will provide financial assistance directly to the Fire Prevention Bureau to enhance their abilities; and

WHEREAS, this year's grant application is for a Fire Safe House; and

WHEREAS, funding is for cities with populations of 500,000 or less; and

WHEREAS, the application amount is \$50,000 with matching funds from the city in the amount of \$2,380.95.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is, authorized and directed to execute on behalf of the City of Hobbs this resolution approving the Grant Application with the Department of Homeland Security, Federal Emergency Management Agency's Programs Directorate for funding to provide equipment to assist in the daily work of the Fire Prevention Bureau.

PASSED, ADOPTED AND APPROVED this 16th day of May, 2016.

ATTEST:

SAM D. COBB, Mayor

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 16, 2016

SUBJECT: Agreement between Lea County and the City of Hobbs to House Hobbs Detention prisoners in the Lea County Detention Facility.

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: May 3, 2016
SUBMITTED BY: Michael H. Stone, City Attorney

Summary: This is an agreement between Lea County and the City of Hobbs for the City to house Hobbs Prisoners in the Lea County Detention Facility on an as needed basis. This annual agreement has been in place for many years.

Fiscal Impact: The City will pay Lea County for each prisoner at the rate of \$32.75 for 0 to 12 hours and \$65.50 for 12 through 24 hours.

Reviewed By:
Finance Department

Attachments: Resolution
Agreement to House Inmates Between Lea County and City of Hobbs FY2016 - 2017

Legal Review: Approved As To Form:
City Attorney

Recommendation: The Commission to approve the Agreement and allow Hobbs prisoners to be housed in the Lea County Detention Facility on an as needed basis.

<p>Approved For Submittal By:</p> <p><u></u> Department Director</p> <p><u></u> City Manager</p>	<p>CITY CLERK'S USE ONLY COMMISSION ACTION TAKEN</p> <p>Resolution No. _____ Continued To: _____ Ordinance No. _____ Referred To: _____ Approved _____ Denied _____ Other _____ File No. _____</p>
--	--

CITY OF HOBBS

RESOLUTION NO. 6438

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH LEA COUNTY TO HOUSE HOBBS DETENTION
FACILITY PRISONERS IN THE LEA COUNTY DETENTION FACILITY

WHEREAS, the Hobbs Detention Facility has a need to occasionally house prisoners in the Lea County Detention Facility; and

WHEREAS, the Lea County Detention Facility charges the City for each prisoner at a rate of \$32.75 for 0 to 12 hours and \$65.50 for 12 through 24 hours.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is, authorized and directed to execute on behalf of the City of Hobbs an Agreement with Lea County to house Hobbs Detention Facility prisoners in the Lea County Detention Facility on an as needed basis. A copy of the Agreement is attached hereto and incorporated herein.

PASSED, ADOPTED AND APPROVED this 16th day of May, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

AGREEMENT TO HOUSE INMATES
BETWEEN LEA COUNTY
AND CITY OF HOBBS

FY 2016 – 2017

THIS AGREEMENT is entered into by and between the Lea County Board of Commissioners hereinafter referred to as "Lea County" and the City of Hobbs hereinafter referred to as "Hobbs".

RECITALS

WHEREAS, Hobbs is in need of a facility for the incarceration, care and maintenance of persons charged with or arrested for violation of Hobbs's Ordinances, arrested by Hobbs's law enforcement personnel, or arrested by other law enforcement agencies within the jurisdiction of Hobbs; and

WHEREAS, Lea County owns and operates the Lea County Detention Center ("LCDC") which, from time to time, has vacant bed space; and

WHEREAS, Lea County is willing to incarcerate Hobbs's inmates on a space available basis.

NOW, THEREFORE IT IS MUTUALLY AGREED by the parties as follows:

1.0 PURPOSE.

The purpose of this Agreement is to establish the terms and conditions under which Lea County shall accept and detain, on a space available basis, Hobbs's inmates which may be delivered to LCDC from time to time for incarceration.

2.0 TERM

The term of the contract shall become effective when signed by both parties. The initial term of the agreement is one year. Unless either party provides thirty (30) days written notice to the other party of its intent not to renew the agreement, the agreement will automatically be renewed for one-year period, not to exceed a total of four (4) years.

3.0 ADULT INMATES HOUSING AND BOARD

3.1 Lea County Detention Center will house persons taken into legal custody by Hobbs at LCDC in Lovington, New Mexico, on a space available basis. The parties agree that Hobbs will call Lea County Detention Center for accommodations before bringing any inmate to the facility.

- 3.2 Hobbs, together with other municipalities in Lea County, will be given priority over municipalities outside of Lea County and other Counties, but this preference shall not be construed so as to require any inmates already at LCDC to be displaced, or a County inmate to be displaced.
- 3.3 Hobbs inmates will be subject to the same rules as other inmates, and will receive comparable treatment and accommodations as provided to other inmates.
- 3.4 On the day release is required by the terms of the order of the Court or by law, a Hobbs inmate may be released by LCDC at its regular time of release for other inmates.
- 3.5 Hobbs shall provide all transportation for Hobbs inmates to and from LCDC in Hobbs, New Mexico.

4.0 CONSIDERATION

- 4.1 Hobbs will pay Lea County the sum of \$65.50 pro rata, from date of incarceration through date of release for housing and board and related services rendered at the center. Municipal Agencies having detainers on an inmate housed at LCDC will not be charged for housing if the inmate is picked up within 12 hours of being notified by LCDC that the inmate is ready for release. After 12 hours the Municipal Agency will be charged as follows:

0 – 12 hours	= \$32.75
Over 12 and through 24 hours	= \$65.50

To summarize, on the day of admission, time will be counted from time of admission until midnight. For the day of discharge, time will be counted from midnight until the time of discharge.

There shall be strict accountability for all funds subject to this agreement.

- 4.2 Lea County shall invoice Hobbs on a monthly basis. Invoices shall be paid within 30 days of receipt.
- 4.3 Lea County reserves the right to refuse to accept any inmates from Hobbs in the event any invoice remains unpaid for 45 or more days.

5.0 JUVENILE INMATE HOUSING AND BOARD

- 5.1 The Lea County Juvenile Detention Center will house juvenile inmates from Hobbs at its approved juvenile facility in Lovington, New Mexico on a space

available basis. The parties agree that Hobbs will call the Lea County Juvenile Detention Center for accommodations before bringing any juvenile inmates to the facility.

5.2 Hobbs juvenile inmates are subject to the Lea County Juvenile Detention Center rules, which apply equally to all juvenile inmates. Hobbs juvenile inmates will have comparable treatment and accommodations as provided to other contract juvenile inmates.

6.0 REJECTION/RETURN

6.1 The Warden of Lea County Detention Center shall have the right to reject any inmate tendered by Hobbs, as long as Hobbs inmates are evaluated and treated on the same basis as inmates from other contract entities.

7.0 INMATE INFORMATION

7.1 When submitting an inmate to LCDC, Hobbs shall provide the following documentation:

1. Arrest Warrant and Supporting Affidavit
2. Arrest Report
3. Judgment and Sentence Form
4. Release Order
5. Date of Birth
6. Criminal Complaint of other Charging Document

Failure to provide LCDC with legal authority to hold said inmate at the time inmate is brought to the LCDC may result in the refusal of the inmate.

7.2 When submitting any juvenile inmate to the Lea County Detention Center, Hobbs, shall provide the following documentation:

1. Authorization to hold shall be entered in SARA by the approving authority
2. Medical consent form signed by juvenile's legal guardian (copy attached)

In addition, Hobbs will provide LCDC any information it may have concerning inmates tendered pertaining to medical problems, suicidal tendencies, escape records or tendencies toward violence or disruption.

Failure to provide LCDC with legal authority to hold said inmate at the time inmate is brought to the LCDC may result in the refusal of the inmate.

8.0 MEDICAL CARE

- 8.1 As used herein, "medical care" and "medical treatment" shall include medical, psychiatric and emergency dental treatment, and all prescribed drugs therapy.
- 8.2 LCDC shall not be required to provide medical care to any Hobbs inmate housed pursuant to this agreement, except as is provided to other inmates, by its medical staff.
- 8.3 Should medical care become necessary from an outside health care provider, Hobbs City Manager, or a person designated in advance by the City Manager or Police Chief shall be contacted. The person contacted shall either secure the release of the inmate from the appropriate authority in a timely manner or undertake management of the inmate's medical problem in a timely manner. Except as provided below, LCDC personnel shall not secure outside medical care for a Hobbs inmate unless expressly directed to do so by a person authorized by the City Manager, City Police Chief or person authorized for Hobbs to act on its behalf. Hobbs is responsible for medical care costs outside of the facility and when Lea County is directed by Hobbs to secure medical attention for one of its inmates, Lea County is expressly authorized to direct that Hobbs be billed directly by health care providers.
- 8.4 Notwithstanding the above, in an emergency, when treatment is clearly necessary to conserve an inmate's health, Lea County may provide the necessary treatment without prior authority from Hobbs, but in such case must notify the appropriate Hobbs official as soon as possible thereafter. At such time, medical management of the problem will then be tendered to Hobbs. Lea County is expressly authorized to direct health care providers to bill Hobbs directly for medical care rendered in these circumstances.

9.0 TERMINATION

- 9.1 This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, by certified mail, return receipt, at the following addresses or such other addresses that may be designated from time to time:

City of Hobbs
City Manager
200 E Broadway
Hobbs, NM 88240

Lea County
County Manager
100 N. Main, Suite 4
Lovington, NM 88260

10.0 MISCELLANEOUS

- 10.1 This Agreement is interpreted according and subject to New Mexico law. Any action to interpret and/or enforce this Agreement shall be brought and maintained in the District Court in and for Lea County, New Mexico.
- 10.2 This Agreement shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- 10.3 This Agreement and any Exhibits thereto constitute the entire agreement and understanding of the parties and all other matters addressed or referred to herein and supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating such matters.

IN WITNESS WHEREOF, we have hereunder affixed our hands and seals this ____ day of _____ 2016.

CITY OF HOBBS

BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

By: _____
Gregory H. Fulfer, Chairman

ATTEST: Hobbs City Clerk

ATTEST: Pat Chappelle
Lea County Clerk

By: _____

By: _____



ACTION ITEMS



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 16, 2016

SUBJECT: Resolution approving the 2016 DFA 3rd Quarter (March 2016) Financial Report
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: April 29, 2016
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

Submitting FY 2016 3rd Quarter (March 2016) DFA Financial Report for approval by the governing body. While the Department of Finance and Administration requires that the 4th quarter DFA report is approved by resolution, it is recommended that they are approved quarterly.

Fiscal Impact:

Reviewed By: 

Finance Department

Cash Balance at the end of March 2016 is \$118,806,663.69 for all funds (restricted and unrestricted). The City of Hobbs year to date actual revenues and expenditures for the period ending March 31, 2016 are \$79,144,039.40 and \$81,051,654.53 respectively. This does not include current and/or budgeted encumbered expenses.

Attachments:

3rd Quarter DFA Report
Resolution approving 3rd Quarter DFA Report

Legal Review:

Approved As To Form: 

City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:


Department Director

City Manager

CITY CLERK=S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS
RESOLUTION NO. 6439

A RESOLUTION APPROVING THE FY2016
DFA 3rd QUARTER FINANCIAL REPORT

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

WHEREAS, the 3rd quarter reporting shows an ending cash balance of \$118,806,663.69 for all funds; and

WHEREAS, the City of Hobbs actual year-to-date revenue and expenditures for fiscal year 2016 crosswalk the amounts to the DFA 3rd quarter financial report;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein referenced 3rd quarter financial report be approved.

PASSED, ADOPTED AND APPROVED this 16th day of May, 2016

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

MUNICIPALITY: HOBBS
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Period Ending: 03/31/16

SUBMIT TO LOCAL GOVERNMENT DIVISION NO LATER THAN 30 DAYS
 AFTER THE CLOSE OF EACH QUARTER.

Prepared By: Deborah Corral

I HEREBY CERTIFY THAT THE CONTENTS IN THIS REPORT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THIS REPORT DEPICTS ALL FUNDS:

Signature _____ Date _____

Fund #	FUND NAME	BEGINNING CASH BALANCE CURRENT FY (1)	YEAR-TO-DATE TRANSACTIONS							QTR ENDING CASH BALANCE (1)+(2)-(3)+(4)+(5) (6)	INVESTMENTS (7)	CASH + INVESTMENTS (8)	REQUIRED RESERVES (9)	AVAILABLE CASH (8)-(9)
			REVENUES TO DATE (2)	TRANSFERS TO DATE (3)	EXPENDITURES TO DATE (4)	ADJUSTMENTS (5)								
101	GENERAL FUND (GF)	\$61,288,234	49,281,419	(32,417,981)	44,152,849	0	\$33,998,823	24,800,621	\$58,799,444	3,679,404	\$55,120,040			
201	CORRECTION	(\$199,589)	182,957	0	76,986	0	(\$93,618)	276,358	\$182,740		\$182,740			
202	ENVIRONMENTAL GRT	\$0	0	0	0	0	\$0	0	\$0		\$0			
206	EMS	(\$2,398)	20,000	0	15,645	0	\$1,957	2,899	\$4,856		\$4,856		\$4,856	
207	ENHANCED 911	\$0	0	0	0	0	\$0	0	\$0		\$0		\$0	
209	FIRE PROTECTION FUND	\$673,257	584,618	(365,000)	189,817	0	\$703,058	0	\$703,058		\$703,058		\$703,058	
211	LEPP	\$53,816	87,600	0	54,030	0	\$87,386	0	\$87,386		\$87,386		\$87,386	
214	LODGERS' TAX	\$165,137	927,615	(311,719)	1,187,569	0	(\$406,535)	548,407	\$141,872		\$141,872		\$141,872	
216	MUNICIPAL STREET	(\$1,493,689)	2,097,922	821,000	2,418,903	0	(\$993,669)	2,511,425	\$1,517,756		\$1,517,756		\$1,517,756	
217	RECREATION	\$0	0	25,000,000	2,232,380	0	\$22,767,620	0	\$22,767,620		\$22,767,620		\$22,767,620	
218	INTERGOVERNMENTAL GRANTS	\$0	0	0	0	0	\$0	0	\$0		\$0		\$0	
219	SENIOR CITIZEN	\$0	147,918	570,048	716,966	0	\$1,000	0	\$1,000		\$1,000		\$1,000	
223	DWI PROGRAM	\$0	0	0	0	0	\$0	0	\$0		\$0		\$0	
299	OTHER	\$33,863	767,146	628,036	811,450	0	\$617,593	0	\$617,593		\$617,593		\$617,593	
300	CAPITAL PROJECT FUNDS	(\$8,392,533)	2,574,670	4,139,929	1,170,848	0	(\$2,848,782)	10,481,068	\$7,632,286		\$7,632,286		\$7,632,286	
401	G. O. BONDS	\$0	0	0	0	0	\$0	0	\$0		\$0		\$0	
402	REVENUE BONDS	\$0	0	0	0	0	\$0	0	\$0		\$0		\$0	
403	DEBT SERVICE OTHER	\$1,989,843	0	0	1,960,892	0	\$28,951	0	\$28,951		\$28,951		\$28,951	
500	ENTERPRISE FUNDS													
	Water Fund	\$2,878,587	4,278,941	0	3,731,311	0	\$3,426,217	1,751,199	\$5,177,416		\$5,177,416		\$5,177,416	
	Solid Waste	\$1,015,426	4,641,590	0	4,019,558	0	\$1,637,458	0	\$1,637,458		\$1,637,458		\$1,637,458	
	Waste Water	\$6,014,836	5,880,508	0	8,135,566	0	\$3,759,778	4,811,660	\$8,571,438		\$8,571,438		\$8,571,438	
	Airport	\$190,822	26,360	0	20,979	0	\$196,204	100,001	\$296,205		\$296,205		\$296,205	
	Ambulance	\$0	0	0	0	0	\$0	0	\$0		\$0		\$0	
	Cemetery	\$1,000	124,905	342,623	467,529	0	\$1,000	0	\$1,000		\$1,000		\$1,000	
	Housing	\$0	0	0	0	0	\$0	0	\$0		\$0		\$0	
	Parking	\$0	0	0	0	0	\$0	0	\$0		\$0		\$0	
	Golf	\$0	664,145	1,593,064	2,256,209	0	\$1,000	0	\$1,000		\$1,000		\$1,000	
	Harry McAdams	\$0	0	0	0	0	\$0	0	\$0		\$0		\$0	
	Other Enterprise (enter fund)	\$0	0	0	0	0	\$0	0	\$0		\$0		\$0	
	Other Enterprise (enter fund)	\$0	0	0	0	0	\$0	0	\$0		\$0		\$0	
600	INTERNAL SERVICE FUNDS	\$1,187,245	5,083,039	0	4,640,836	0	\$1,629,449	538,167	\$2,167,616		\$2,167,616		\$2,167,616	
700	TRUST AND AGENCY FUNDS	\$7,523,622	1,772,687	0	2,791,332	0	\$6,504,977	1,964,992	\$8,469,969		\$8,469,969		\$8,469,969	
	GRAND TOTAL	\$72,927,480	\$79,144,039	(\$0)	\$81,051,655	\$0	\$71,019,865	\$47,786,799	\$118,806,664	\$3,679,404	\$115,127,260		\$115,127,260	

GENERAL FUND - MUNICIPALITY

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRAN CES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
REVENUES							
Taxes:							
Property Tax - Current Year	\$2,447,387		\$2,447,387	\$1,870,306		(\$577,081)	76.42%
Property Tax - Delinquent	\$0		\$0			\$0	n/a
Property Tax - Penalty & Interest	\$0		\$0			\$0	n/a
Oil and Gas - Equipment	\$68,071		\$68,071	\$69,193		\$1,122	101.65%
Oil and Gas - Production	\$353,867		\$353,867	\$130,659		(\$223,208)	36.92%
Franchise Fees	\$1,045,000		\$1,045,000	722,736.60		(\$322,263)	69.16%
Gross receipts - Local Option	\$31,600,000	(\$6,686,619)	\$24,913,382	\$21,222,891		(\$3,690,490)	85.19%
Gross Receipts - Infrastructure	\$0		\$0			\$0	n/a
Gross Receipts - Environment	\$0		\$0			\$0	n/a
Gross Receipts - Other Dedication	\$0		\$0			\$0	n/a
Intergovernmental -State Shared:							
Gross receipts	\$31,575,000	(\$6,686,619)	\$24,888,382	\$21,038,861		(\$3,849,521)	84.53%
Cigarette Tax	\$0		\$0			\$0	n/a
Gas Tax [1 cent]	\$0		\$0			\$0	n/a
Gas Tax [2 cent]	\$0		\$0			\$0	n/a
Motor Vehicle	\$407,000		\$407,000	311,305.83		(\$95,694)	76.49%
Grants - Federal	\$30,000		\$30,000	20,041.00		(\$9,959)	66.80%
Grants - State	\$152,254	4,240,000.00	\$4,392,254	71,763.17		(\$4,320,491)	1.63%
Grants - Local	\$0		\$0	\$0		\$0	n/a
Legislative Appropriations	\$0		\$0			\$0	n/a
Small Cities Assistance	\$0		\$0			\$0	n/a
Licenses and Permits	\$12,000		\$12,000	\$4,271		(\$7,729)	35.59%
Charges for Services	\$3,404,100		\$3,404,100	2,446,196.13		(\$957,904)	71.86%
Fines and Forfeits	\$421,500		\$421,500	401,497.73		(\$20,002)	95.25%
Interest on Investments	\$75,000		\$75,000	\$83,937		\$8,937	111.92%
Miscellaneous	\$995,700		\$995,700	887,760.91		(\$107,939)	89.16%
TOTAL GENERAL FUND REVENUES	\$72,586,879	(\$9,133,237)	\$63,453,642	\$49,281,419		(\$14,172,223)	77.67%
EXPENDITURES							
Executive-Legislative	\$12,741,068	\$2,739,077	\$15,480,144	\$3,827,048	\$0	\$11,653,096	24.72%
Judicial	\$523,676		\$523,676	\$369,697	\$0	\$153,978	70.60%
Elections	\$25,018	\$5,000	\$30,018	\$17,727	\$0	\$12,291	59.05%
Finance & Administration	\$1,709,728	(\$181,689)	\$1,528,039	\$755,959	\$0	\$772,080	49.47%
Public Safety	\$18,682,924		\$18,682,924	\$12,866,861	\$0	\$5,816,063	68.87%
Highways & Streets	\$3,879,241	1,226,436.00	\$5,105,677	\$3,217,292	\$0	\$1,888,385	63.01%
Senior Citizens	\$0		\$0	\$0	\$0	\$0	n/a
Sanitation	\$0		\$0	\$0	\$0	\$0	n/a
Health and Welfare	\$9,397,773		\$9,397,773	\$5,958,668	\$0	\$3,439,105	63.41%
Culture and Recreation	\$29,522,215	(\$11,870,724)	\$17,651,491	\$5,029,066	\$0	\$12,622,424	28.49%
Economic Development & Housing	\$0		\$0		\$0	\$0	n/a
Airport	\$0		\$0		\$0	\$0	n/a
Other - Miscellaneous	\$19,225,189	(471,530.98)	\$18,753,658	\$12,110,530	\$0	\$6,643,128	64.58%
TOTAL GENERAL FUND EXPENDITURES	\$95,706,831	(\$8,553,431)	\$87,153,400	\$44,152,849	\$0	\$43,000,551	50.66%
OTHER FINANCING SOURCES							
Transfers In	\$365,000	\$3,277,482	\$3,642,482	\$538,799		(\$3,103,683)	14.79%
Transfers (Out)	(\$20,478,848)	(\$18,137,975)	(\$38,616,823)	(\$32,956,780)		\$5,660,044	85.34%
TOTAL - OTHER FINANCING SOURCES	(\$20,113,848)	(\$14,860,494)	(\$34,974,342)	(\$32,417,981)		\$2,556,361	92.69%
Excess (deficiency) of revenues over expenditures				(\$27,289,411)			

SPECIAL REVENUES - MUNICIPALITY - QUARTERLY REPORT

SPECIAL REVENUES - RESOURCES	Fund	BUDGET			ACTUALS		Encumbrances (expend line only)	Budget Balance	Budget Variance %
		Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total				
CORRECTIONS REVENUES	201								
Correction Fees	201	180,000	0	180,000	182,609		2,609	101.45%	
Miscellaneous	201	100	0	100	348		248	347.66%	
TOTAL Revenues		180,100	0	180,100	182,957		2,857	101.59%	
EXPENDITURES	201	137,500	0	137,500	76,986	0	60,514	55.99%	
OTHER FINANCING SOURCES									
Transfers In	201	0	0	0	0		0	n/a	
Transfers (Out)	201	0	0	0	0		0	n/a	
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a	
Excess (deficiency) of revenues over expen	201				105,971				
ENVIRONMENTAL REVENUES	202								
GRT - Environmental	202	0	0	0	0		0	n/a	
Miscellaneous	202	0	0	0	0		0	n/a	
TOTAL Revenues		0	0	0	0		0	n/a	
EXPENDITURES	202	0	0	0	0	0	0	n/a	
OTHER FINANCING SOURCES									
Transfers In	202	0	0	0	0		0	n/a	
Transfers (Out)	202	0	0	0	0		0	n/a	
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a	
Excess (deficiency) of revenues over expen	202				0				
EMS REVENUES	206								
State EMS Grant	206	20,000	0	20,000	20,000		0	100.00%	
Miscellaneous	206	0	0	0	0		0	n/a	
TOTAL Revenues		20,000	0	20,000	20,000		0	100.00%	
EXPENDITURES	206	20,000	0	20,000	15,645	0	4,355	78.23%	
OTHER FINANCING SOURCES									
Transfers In	206	0	0	0	0		0	n/a	
Transfers (Out)	206	0	0	0	0		0	n/a	
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a	
Excess (deficiency) of revenues over expen	206				4,355				
E911 REVENUES	207								
State-E-911 Enhancement	207	0	0	0	0		0	n/a	
Network & Data Base Grant	207	0	0	0	0		0	n/a	
Miscellaneous	207	0	0	0	0		0	n/a	
TOTAL Revenues		0	0	0	0		0	n/a	
EXPENDITURES	207	0	0	0	0	0	0	n/a	
OTHER FINANCING SOURCES									
Transfers In	207	0	0	0	0		0	n/a	
Transfers (Out)	207	0	0	0	0		0	n/a	
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a	
Excess (deficiency) of revenues over expen	207				0				
FIRE PROTECTION REVENUES	209								
State - Fire Marshall Allotment	209	385,000	0	385,000	582,680		197,680	151.35%	
Miscellaneous	209	800	0	800	1,939		1,139	242.33%	
TOTAL Revenues		385,800	0	385,800	584,618		198,818	151.53%	

SPECIAL REVENUES - MUNICIPALITY - QUARTERLY REPORT

SPECIAL REVENUES - RESOURCES	Fund	BUDGET			ACTUALS		Budget Balance	Budget Variance %
		Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)		
EXPENDITURES	209	259,889	0	259,889	189,817	0	70,072	73.04%
OTHER FINANCING SOURCES								
Transfers In	209	0	0	0	0		0	n/a
Transfers (Out)	209	(365,000)		(365,000)	(365,000)		0	100.00%
TOTAL - OTHER FINANCING SOURCES		(365,000)	0	(365,000)	(365,000)		0	100.00%
Excess (deficiency) of revenues over expen	209				29,801			
LAW ENFORCEMENT PROTECTION REVENUES	211							
State-Law Enforcement Protection	211	88,000		88,000	87,600		(400)	99.55%
Miscellaneous	211	0		0			0	n/a
TOTAL Revenues		88,000	0	88,000	87,600		(400)	99.55%
EXPENDITURES	211	88,000		88,000	54,030	0	33,970	61.40%
OTHER FINANCING SOURCES								
Transfers In	211	0		0	0		0	n/a
Transfers (Out)	211	0		0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expen	211				33,570			
LODGERS' TAX REVENUES	214							
Lodgers' Tax	214	1,750,000	(475,000)	1,275,000	926,467		(348,533)	72.66%
Miscellaneous	214	1,200		1,200	1,149		(51)	95.72%
TOTAL Revenues		1,751,200	(475,000)	1,276,200	927,615		(348,585)	72.69%
EXPENDITURES	214	1,553,450	128,000	1,681,450	1,187,569	0	493,881	70.63%
OTHER FINANCING SOURCES								
Transfers In	214	0		0	0		0	n/a
Transfers (Out)	214	0		0	(311,719)		(311,719)	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	(311,719)		(311,719)	n/a
Excess (deficiency) of revenues over expen	214				(571,672)			
MUNICIPAL STREET REVENUES	216							
GRT - Infrastructure (1/8 cent)	216	0		0	0		0	n/a
GRT - Municipal	216	0		0	0		0	n/a
Gasoline Tax - (1 cent / 2 cent)	216	660,000		660,000	658,685		(1,315)	99.80%
Motor Vehicle - Registration (all)	216	0		0			0	n/a
State Grants	216	435,000	0	435,000	0		(435,000)	0.00%
Federal Grants	216	1,838,659	(175,299)	1,663,360	1,436,377		(226,983)	86.35%
Miscellaneous	216	1,500		1,500	2,860		1,360	190.67%
TOTAL Revenues		2,935,159	(175,299)	2,759,860	2,097,922		(661,938)	76.02%
EXPENDITURES	216	5,595,198	(856,317)	4,738,881	2,418,903	0	2,319,979	51.04%
OTHER FINANCING SOURCES								
Transfers In	216	1,642,303	0	1,642,303	821,000		(821,303)	49.99%
Transfers (Out)	216	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		1,642,303	0	1,642,303	821,000		(821,303)	49.99%
Excess (deficiency) of revenues over expen	216				500,020			
RECREATION REVENUES	217							
Cigarette Tax - (1 cent)	217	0	0	0	0		0	n/a
Miscellaneous	217	8,262,295	27,737,705	36,000,000	0		(36,000,000)	0.00%
TOTAL Revenues		8,262,295	27,737,705	36,000,000	0		(36,000,000)	0.00%
EXPENDITURES	217	15,433,303	45,581,697	61,015,000	2,232,380	0	58,782,620	3.66%

SPECIAL REVENUES - MUNICIPALITY - QUARTERLY REPORT

SPECIAL REVENUES - RESOURCES	Fund	BUDGET			ACTUALS		Budget Balance	Budget Variance %
		Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)		
OTHER FINANCING SOURCES								
Transfers In	217	7,171,056	17,843,944	25,015,000	25,000,000		(15,000)	99.94%
Transfers (Out)	217	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		7,171,056	17,843,944	25,015,000	25,000,000		(15,000)	99.94%
Excess (deficiency) of revenues over expen	217				22,767,620			
INTERGOVERNMENTAL GRANTS REVENUES	218							
State Grants	218	0	0	0	0		0	n/a
Federal Grants	218	0	0	0	0		0	n/a
Miscellaneous	218	0	0	0	0		0	n/a
TOTAL Revenues		0	0	0	0		0	n/a
EXPENDITURES	218	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES								
Transfers In	218	0	0	0	0		0	n/a
Transfers (Out)	218	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expen	218				0			
SENIOR CITIZENS REVENUES	219							
State Grants	219	85,520	0	85,520	62,232		#REF!	#REF!
Federal Grants	219	60,607		60,607	42,507		1,625	102.68%
Miscellaneous	219	48,100		48,100	43,179		(4,921)	89.77%
TOTAL Revenues		194,227	0	194,227	147,918		#REF!	76.16%
EXPENDITURES	219	1,108,149		1,108,149	716,966	0	391,183	64.70%
OTHER FINANCING SOURCES								
Transfers In	219	914,598		914,598	570,048		(344,550)	62.33%
Transfers (Out)	219	0		0			0	n/a
TOTAL - OTHER FINANCING SOURCES		914,598	0	914,598	570,048		(344,550)	62.33%
Excess (deficiency) of revenues over expen	219				1,000			
DWI REVENUES	223							
State - Formula Distribution (DFA)	223	0	0	0	0		0	n/a
State - Local Grant (DFA)	223	0	0	0	0		0	n/a
State Other	223	0	0	0	0		0	n/a
Federal Grants	223	0	0	0	0		0	n/a
Miscellaneous	223	0	0	0	0		0	n/a
TOTAL Revenues		0	0	0	0		0	n/a
EXPENDITURES	223	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES								
Transfers In	223	0	0	0	0		0	n/a
Transfers (Out)	223	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES		0	0	0	0		0	n/a
Excess (deficiency) of revenues over expen	223				0			
OTHER - SPECIAL REVENUES	299							
REVENUES	299	590,234	185,027	775,261	767,146		(8,115)	98.95%
EXPENDITURES	299	1,583,722	303,394	1,887,116	811,450	0	1,075,666	43.00%
TOTAL - OTHER FINANCING SOURCES	299	993,488	135,753	1,129,241	628,036		(501,205)	55.62%
Excess (deficiency) of revenues over expen	299				583,731			

OTHER MISC. (FUND 299) DETAIL LIST

SPECIAL REVENUES	BUDGET			ACTUALS			
	Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)	Budget Balance	Budget Variance %
Public Transportation							
REVENUES	590,234	83,703	673,937	402,559		(271,378)	59.73%
EXPENDITURES	1,083,722	69,318	1,153,040	705,379	0	447,661	61.18%
OTHER FINANCING SOURCES							
Transfers In	493,488	3,000	496,488	302,820		(193,668)	60.99%
Transfers (Out)	0		0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	493,488	3,000	496,488	302,820		(193,668)	60.99%
Excess (deficiency) of revenues over expenditures				0			
Land Acquisition							
REVENUES	0		0	364,586		364,586	n/a
EXPENDITURES	500,000		500,000	0	0	500,000	0.00%
OTHER FINANCING SOURCES							
Transfers In	500,000		500,000	250,000		(250,000)	50.00%
Transfers (Out)	0		0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	500,000	0	500,000	250,000		(250,000)	50.00%
Excess (deficiency) of revenues over expenditures				614,586			
HIDTA							
REVENUES	0		0	0		0	n/a
EXPENDITURES	0		0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0		0	0		0	n/a
Transfers (Out)	0		0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
COPS Grant							
REVENUES	0	101,323	101,323	0		(101,323)	0.00%
EXPENDITURES	0	202,213	202,213	76,127	0	126,086	37.65%
OTHER FINANCING SOURCES							
Transfers In	0	100,890	100,890	75,215		(25,675)	74.55%
Transfers (Out)	0		0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	100,890	100,890	75,215		(25,675)	74.55%
Excess (deficiency) of revenues over expenditures				(912)			
PDN (Parifr, drug, narcotics)							
REVENUES	0		0	0		0	n/a
EXPENDITURES	0	31,863	31,863	29,944	0	1,919	93.98%
OTHER FINANCING SOURCES							
Transfers In	0	31,863	31,863	0		(31,863)	0.00%
Transfers (Out)	0		0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	31,863	31,863	0		(31,863)	0.00%
Excess (deficiency) of revenues over expenditures				(29,944)			
(enter fund name here)							
REVENUES	0		0	0		0	n/a
EXPENDITURES	0		0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0		0	0		0	n/a
Transfers (Out)	0		0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0		0	0		0	n/a
EXPENDITURES	0		0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0		0	0		0	n/a
Transfers (Out)	0		0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			

OTHER MISC. (FUND 299) DETAIL LIST

SPECIAL REVENUES	BUDGET			ACTUALS			
	Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)	Budget Balance	Budget Variance %
(enter fund name here)							
REVENUES	0		0	0		0	n/a
EXPENDITURES	0		0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0		0	0		0	n/a
Transfers (Out)	0		0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0		0	0		0	n/a
EXPENDITURES	0		0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0		0	0		0	n/a
Transfers (Out)	0		0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0		0	0		0	n/a
EXPENDITURES	0		0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0		0	0		0	n/a
Transfers (Out)	0		0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0		0	0		0	n/a
EXPENDITURES	0		0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0		0	0		0	n/a
Transfers (Out)	0		0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0		0	0		0	n/a
EXPENDITURES	0		0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0		0	0		0	n/a
Transfers (Out)	0		0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0		0	0		0	n/a
EXPENDITURES	0		0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0		0	0		0	n/a
Transfers (Out)	0		0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			

OTHER MISC. (FUND 299) DETAIL LIST

SPECIAL REVENUES	BUDGET			ACTUALS			
	Approved Budget	Resolutions Adj. Budget	Adjusted Budget	Year to Date Total	Encumbrances (expend line only)	Budget Balance	Budget Variance %
(enter fund name here)							
REVENUES	0		0	0		0	n/a
EXPENDITURES	0		0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0		0	0		0	n/a
Transfers (Out)	0		0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0		0	0		0	n/a
EXPENDITURES	0		0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0		0	0		0	n/a
Transfers (Out)	0		0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0		0	0		0	n/a
EXPENDITURES	0		0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
(enter fund name here)							
REVENUES	0	0	0	0		0	n/a
EXPENDITURES	0	0	0	0	0	0	n/a
OTHER FINANCING SOURCES							
Transfers In	0	0	0	0		0	n/a
Transfers (Out)	0	0	0	0		0	n/a
TOTAL - OTHER FINANCING SOURCES	0	0	0	0		0	n/a
Excess (deficiency) of revenues over expenditures				0			
FUND 299 SUMMARY							
Revenue - TOTAL	\$590,234	\$185,027	\$775,261	\$767,146		(8,115)	98.95%
Expenditures - TOTAL	\$1,583,722	\$303,394	\$1,887,116	\$811,450	\$0	1,075,666	43.00%
TOTAL - OTHER FINANCING SOURCES	\$993,488	\$135,753	\$1,129,241	\$628,036		(\$501,205)	55.62%

CAPITAL PROJECTS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRAN CES Y-T-D	Variance With Adjusted Budget	
	Approved Budget	Budget Adjustments	Adjusted Budget			Positive (Negative)	
						\$	%
REVENUES							
GRT- Dedication		\$0	\$0			\$0	n/a
GRT- Infrastructure	\$3,200,000	(677,125.92)	\$2,522,874	2,074,670.04		(\$448,204)	82.23%
Bond Proceeds	\$0	\$0	\$0	\$0		\$0	n/a
State Grants	\$0	\$0	\$0			\$0	n/a
CDBG funding	\$500,000	-	\$500,000	500,000.00		\$0	100.00%
State Grants	\$0	-	\$0			\$0	n/a
Federal Grants (other)	\$100,831	(100,830.81)	\$0	-		(\$0)	0.00%
Legislative Appropriations	\$0	\$0	\$0	\$0		\$0	n/a
Investment Income	\$0	\$0	\$0	\$0		\$0	n/a
Miscellaneous	\$1,300,000	-	\$1,300,000	-		(\$1,300,000)	0.00%
TOTAL CAPITAL PROJECTS REVENUES	\$5,100,831	(\$777,957)	\$4,322,874	\$2,574,670		(\$1,748,204)	59.56%
EXPENDITURES							
Parks/Recreation	\$4,230,804	(\$2,926,079)	\$1,304,724	15,231.46	\$0	\$1,289,493	1.17%
Housing	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Equipment & Buildings	\$0	-	\$0	-	\$0	\$0	n/a
Facilities	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Transit	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Utilities	\$4,959,929	(97,254.43)	\$4,862,674	299,616.13	\$0	\$4,563,058	6.16%
Airports		\$0	\$0	\$0	\$0	\$0	n/a
Infrastructure	\$1,561,824	(452,233.04)	\$1,109,591	856,000.55	\$0	\$253,590	77.15%
Debt Service Payments (P&I)-GO Bonds	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Debt Service Payments (P&I)-Rev. Bonds	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Other	\$0	\$0	\$0	\$0	\$0	\$0	n/a
TOTAL CAPITAL PROJECTS EXPENDITURE	\$10,752,556	(\$3,475,567)	\$7,276,989	\$1,170,848	\$0	\$6,106,141	16.09%
OTHER FINANCING SOURCES							
Transfers In	\$6,970,194	(1,880,150.01)	\$5,090,044	4,139,928.80		(\$950,115)	81.33%
Transfers (Out)	(\$3,200,000)	(\$927,209)	(\$4,127,209)	\$0		\$4,127,209	0.00%
TOTAL - OTHER FINANCING SOURCES	\$3,770,194	(\$2,807,359)	\$962,835	\$4,139,929		\$3,177,094	429.97%
Excess (deficiency) of revenues over expenditures				\$5,543,751			

DEBT SERVICE

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRAN CES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
GENERAL OBLIGATION BONDS [FUND 401]							
REVENUES:							
General Obligation - (Property tax)	\$0	\$0	\$0	\$0		\$0	n/a
Investment Income	\$0	\$0	\$0	\$0		\$0	n/a
Other - Misc	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
General Obligation - Principal	\$0	\$0	\$0	\$0	\$0	\$0	n/a
General Obligation - Interest	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Other Costs (Fiscal Agent Fees/Other Fees/Misc)	\$0	\$0	\$0	\$0	\$0	\$0	n/a
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL - OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures [401]				\$0			
REVENUE BONDS [FUND 402]							
REVENUES:							
Bond Proceeds	\$0	\$0	\$0	\$0		\$0	n/a
Revenue Bonds - GRT	\$0	\$0	\$0	\$0		\$0	n/a
Investment Income	\$0	\$0	\$0	\$0		\$0	n/a
Revenue Bonds - Other	\$0	\$0	\$0	\$0		\$0	n/a
REVENUE BOND REVENUE - TOTAL	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Revenue Bonds - Principal	\$0		\$0		\$0	\$0	n/a
Revenue Bonds - Interest	\$0		\$0		\$0	\$0	n/a
Other Revenue Bond Payments	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Other Costs (Fiscal Agent Fees/Other Fees/Misc)	\$0	\$0	\$0	\$0	\$0	\$0	n/a
TOTAL DEBT SERVICE FUND EXPENDITURES	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0		\$0			\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL - OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures [402]				\$0			
OTHER DEBT SERVICE [FUND 403]							
REVENUES:							
Investment Income	\$0	\$0	\$0	\$0		\$0	n/a
Loan Revenue	\$0	\$0	\$0	\$0		\$0	n/a
OTHER DEBT SERVICE REVENUE - TOTAL	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
NMFA Loan Payments	\$2,360,028	\$0	\$2,360,028	\$1,960,892	\$0	(\$399,136)	83.09%
Board of Finance Loan Payments	\$0	\$0	\$0	\$0	\$0	\$0	n/a
Other Debt Service - Misc	\$0	\$0	\$0	\$0	\$0	\$0	n/a
TOTAL DEBT SERVICE FUND EXPENDITURES	\$2,360,028	\$0	\$2,360,028	\$1,960,892	\$0	(\$399,136)	83.09%
OTHER FINANCING SOURCES							
Transfers In	\$2,360,028		\$2,360,028	\$0		(\$2,360,028)	0.00%
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL - OTHER FINANCING SOURCES	\$2,360,028	\$0	\$2,360,028	\$0		(\$2,360,028)	0.00%
Excess (deficiency) of revenues over expenditures [403]				(\$1,960,892)			

ENTERPRISE FUNDS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRANCES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
REVENUES							
Water Fund							
Charges for Services	\$6,260,000		\$6,260,000	3,910,460.03		(\$2,349,540)	62.47%
Interest on Investments	\$3,500		\$3,500	12,045.20		\$8,545	344.15%
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$238,000	\$0	\$238,000	\$0		(\$238,000)	0.00%
Other	\$150,000		\$150,000	356,435.62		\$206,436	237.62%
TOTAL REVENUES - Water Fund	\$6,651,500	\$0	\$6,651,500	\$4,278,941		(\$2,372,559)	64.33%
EXPENDITURES							
Water Fund	\$9,327,547		\$9,327,547	3,731,310.94	\$0	\$5,596,236	40.00%
OTHER FINANCING SOURCES							
Transfers In	\$4,964,848		\$4,964,848	\$0		(\$4,964,848)	0.00%
Transfers (Out)	(\$6,263,500)		(\$6,263,500)	\$0		\$6,263,500	0.00%
TOTAL-OTHER FINANCING SOURCES	(\$1,298,652)	\$0	(\$1,298,652)	\$0		\$1,298,652	0.00%
Excess (deficiency) of revenues over expenditures				\$547,630			
REVENUES							
Solid Waste							
Charges for Services	\$6,136,657	\$0	\$6,136,657	\$4,641,590		(\$1,495,067)	75.64%
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES - Solid Waste Fund	\$6,136,657	\$0	\$6,136,657	\$4,641,590		(\$1,495,067)	75.64%
EXPENDITURES							
Solid Waste	\$6,136,657		\$6,136,657	\$4,019,558	\$0	\$2,117,099	65.50%
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$622,032			
REVENUES							
Waste Water							
Charges for Services	\$5,825,300		\$5,825,300	3,729,618.40		(\$2,095,682)	64.02%
Interest on Investments	\$0		\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$1,600,000	(338,562.96)	\$1,261,437	1,036,919.62		(\$224,517)	82.20%
Grants - Federal	\$0		\$0	\$0		\$0	n/a
Grants - State	\$3,200,000		\$3,200,000	1,113,969.55		(\$2,086,030)	34.81%
Legislative Appropriation	\$850,000		\$850,000	\$0		(\$850,000)	0.00%
Other	\$0		\$0	\$0		\$0	n/a
TOTAL REVENUES - Waste Water Fund	\$11,475,300	(\$338,563)	\$11,136,737	\$5,880,508		(\$5,256,229)	52.80%
EXPENDITURES							
Waste Water	\$21,666,623	(125,000.00)	\$21,541,623	\$8,135,566	\$0	\$13,406,057	37.77%
OTHER FINANCING SOURCES							
Transfers In	\$10,006,599	(\$470,122)	\$9,536,477	\$0		(\$9,536,477)	0.00%
Transfers (Out)	(\$7,968,975)		(\$7,968,975)	-		\$7,968,975	0.00%
TOTAL-OTHER FINANCING SOURCES	\$2,037,624	(\$470,122)	\$1,567,502	\$0		(\$1,567,502)	0.00%
Excess (deficiency) of revenues over expenditures				(\$2,255,058)			

ENTERPRISE FUNDS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRANCES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
REVENUES							
Airport							
Charges for Services	\$38,000		\$38,000	\$25,676		(\$12,324)	67.57%
Interest on Investments	\$300	\$0	\$300	\$684		\$384	227.92%
Gross Receipts - dedicated	\$0		\$0			\$0	n/a
Grants - Federal	\$0		\$0			\$0	n/a
Grants - State	\$0		\$0			\$0	n/a
Legislative Appropriation	\$0		\$0			\$0	n/a
Other	\$0		\$0			\$0	n/a
TOTAL REVENUES - Airport Fund	\$38,300	\$0	\$38,300	\$26,360		(\$11,940)	68.83%
EXPENDITURES							
Airport	\$93,820		\$93,820	\$20,979	\$0	\$72,841	22.36%
OTHER FINANCING SOURCES							
Transfers In	\$0		\$0			\$0	n/a
Transfers (Out)	\$0		\$0			\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$5,381			
REVENUES							
Ambulance							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES - Ambulance Fund	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Ambulance	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			
REVENUES							
Cemetery							
Charges for Services	\$166,500		\$166,500	\$124,905		(\$41,595)	75.02%
Interest on Investments	\$0		\$0			\$0	n/a
Gross Receipts - dedicated	\$0		\$0			\$0	n/a
Grants - Federal	\$0		\$0			\$0	n/a
Grants - State	\$0		\$0			\$0	n/a
Legislative Appropriation	\$0		\$0			\$0	n/a
Other	\$0		\$0			\$0	n/a
TOTAL REVENUES - Cemetery Fund	\$166,500	\$0	\$166,500	\$124,905		(\$41,595)	75.02%
EXPENDITURES							
Cemetery	\$848,591	(\$50,000)	\$798,591	\$467,529	\$0	\$331,062	58.54%
OTHER FINANCING SOURCES							
Transfers In	\$682,091		\$682,091	\$342,623		(\$339,468)	50.23%
Transfers (Out)	\$0		\$0			\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$682,091	\$0	\$682,091	\$342,623		(\$339,468)	50.23%
Excess (deficiency) of revenues over expenditures				\$0			

ENTERPRISE FUNDS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRANCES Y-T-D	Variance With Adjusted Budget Positive (Negative)	
	Approved Budget	Budget Adjustments	Adjusted Budget			\$	%
REVENUES							
Housing							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES - Housing Fund	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Housing	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			
REVENUES							
Parking Facilities							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REVENUES - Parking Facilities	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Parking Facilities	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			
REVENUES							
Golf							
Charges for Services	\$1,287,750		\$1,287,750	\$664,145		(\$623,605)	51.57%
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REV. - Other Enterprise Fund	\$1,287,750	\$0	\$1,287,750	\$664,145		(\$623,605)	51.57%
EXPENDITURES							
Other Enterprise Fund	\$3,391,867	\$159,279	\$3,551,146	\$2,256,209	\$0	\$1,294,936	63.53%
OTHER FINANCING SOURCES							
Transfers In	\$2,105,117	\$158,279	\$2,263,396	\$1,593,064		(\$670,331)	70.38%
Transfers (Out)	\$0		\$0			\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$2,105,117	\$158,279	\$2,263,396	\$1,593,064		(\$670,331)	70.38%
Excess (deficiency) of revenues over expenditures				\$1,000			

ENTERPRISE FUNDS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRANCES Y-T-D	Variance With Adjusted Budget	
	Approved Budget	Budget Adjustments	Adjusted Budget			Positive (Negative)	
						\$	%
REVENUES							
Harry McAdams							
Charges for Services			\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REV. - Other Enterprise Fund	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Other Enterprise Fund			\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In			\$0	\$0		\$0	n/a
Transfers (Out)	\$0		\$0			\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			
REVENUES							
Other Enterprise (enter fund name)							
Charges for Services	\$0	\$0	\$0	\$0		\$0	n/a
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a
Gross Receipts - dedicated	\$0	\$0	\$0	\$0		\$0	n/a
Grants - Federal	\$0	\$0	\$0	\$0		\$0	n/a
Grants - State	\$0	\$0	\$0	\$0		\$0	n/a
Legislative Appropriation	\$0	\$0	\$0	\$0		\$0	n/a
Other	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL REV. - Other Enterprise Fund	\$0	\$0	\$0	\$0		\$0	n/a
EXPENDITURES							
Other Enterprise Fund	\$0	\$0	\$0	\$0	\$0	\$0	n/a
OTHER FINANCING SOURCES							
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a
TOTAL-OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a
Excess (deficiency) of revenues over expenditures				\$0			

INTERNAL SERVICE / TRUST & AGENCY FUNDS

COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES	BUDGETED AMOUNTS			ACTUALS Y-T-D	ENCUMBRANCES Y-T-D	Variance With Adjusted Budget Positive (Negative)			
	Approved Budget	Budget Adjustments	Adjusted Budget					\$	%
INTERNAL SERVICE FUNDS [600]									
REVENUES									
Charges for Services	\$6,591,157		\$6,591,157	\$5,083,039		(\$1,508,118)	77.12%		
Interest on Investments	\$0		\$0			\$0	n/a		
Miscellaneous revenues	\$0		\$0			\$0	n/a		
TOTAL REVENUES	\$6,591,157	\$0	\$6,591,157	\$5,083,039		(\$1,508,118)	77.12%		
EXPENDITURES									
Operating Expenditures	\$6,691,157		\$6,691,157	\$4,640,836	\$0	\$2,050,321	69.36%		
Miscellaneous	\$0		\$0		\$0	\$0	n/a		
TOTAL EXPENDITURES	\$6,691,157	\$0	\$6,691,157	\$4,640,836	\$0	\$2,050,321	#REF!		
OTHER FINANCING SOURCES									
Transfers In	\$101,000		\$101,000	\$0		\$101,000	0.00%		
Transfers (Out)	\$0		\$0			\$0	n/a		
TOTAL - OTHER FINANCING SOURCES	\$101,000	\$0	\$101,000	\$0		(\$101,000)	n/a		
Excess (deficiency) of revenues over expenditures				\$442,203					
TRUST AND AGENCY FUNDS [700]									
REVENUES									
Investments	\$0	\$0	\$0	\$0		\$0	n/a		
Interest on Investments	\$0	\$0	\$0	\$0		\$0	n/a		
Tax Revenues	\$0	\$0	\$0	\$0		\$0	n/a		
Miscellaneous revenues	\$5,694,348		\$5,694,348	\$1,772,687		(\$3,921,661)	31.13%		
TOTAL REVENUES	\$5,694,348	\$0	\$5,694,348	\$1,772,687		(\$3,921,661)	31.13%		
EXPENDITURES									
General Government/Benefits	\$912,814	\$0	\$912,814	\$1,684,352	\$0	(\$771,538)	184.52%		
Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0	n/a		
Debt Service	\$0	\$0	\$0	\$0	\$0	\$0	n/a		
Miscellaneous	\$4,725,524		\$4,725,524	\$1,106,980	\$0	\$3,618,544	23.43%		
TOTAL EXPENDITURES	\$5,638,338	\$0	\$5,638,338	\$2,791,332	\$0	\$2,847,006	49.51%		
OTHER FINANCING SOURCES									
Transfers In	\$0	\$0	\$0	\$0		\$0	n/a		
Transfers (Out)	\$0	\$0	\$0	\$0		\$0	n/a		
TOTAL - OTHER FINANCING SOURCES	\$0	\$0	\$0	\$0		\$0	n/a		
Excess (deficiency) of revenues over expenditures				(\$1,018,645)					

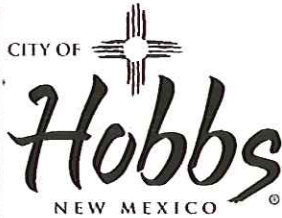
DEPARTMENT OF FINANCE AND ADMINISTRATION
 LOCAL GOVERNMENT DIVISION
 QUARTERLY REPORT

MUNICIPALITY: HOBBS

Period Ending: 03/31/16

Schedule of Investments:

Type of Investment	Fund Number	Investment Date	Maturity Date	Source (Bank or Fiscal Agent)	Book Value	Market Value
T-BILL - warehouse	101	12/10/2015	12/15/2016	Lee County State Bank	\$550,000	\$550,000
Federal Home Loan Bank	3130A290	06/23/2014	06/09/2016	Payco Trust Account	\$1,499,676	\$1,500,300
Federal Home Loan Bank	3133719V2	06/24/2014	12/09/2016	Payco Trust Account	\$1,508,931	\$1,510,290
Federal Home Loan Bank	31337690	06/23/2014	03/19/2017	Payco Trust Account	\$1,500,127	\$1,503,105
Federal Farm Credit Bank	3133E0E04		06/28/2017	Payco Trust Account	\$1,003,025	\$1,004,450
Federal Farm Credit Bank	3133E0E26		06/28/2016	Payco Trust Account	\$1,505,853	\$1,512,225
Federal Farm Credit Bank	3133E0E70		03/15/2018	Payco Trust Account	\$1,002,832	\$1,006,370
Federal Farm Credit Bank	3133E0E95		09/04/2018	Payco Trust Account	\$999,428	\$1,004,380
Federal National Mortgage	3135G0900		10/26/2017	Payco Trust Account	\$2,005,935	\$2,003,760
Federal National Mortgage	3135G090J		06/21/2018	Payco Trust Account	\$1,246,429	\$1,251,538
Federal National Mortgage	3136FPJ08		08/28/2017	Payco Trust Account	\$1,023,412	\$1,025,310
Federal National Mortgage	3136G10G1		02/27/2018	Payco Trust Account	\$1,001,275	\$1,005,350
Federal National Mortgage	3137EADN6		01/12/2018	Payco Trust Account	\$1,999,687	\$1,999,300
Federal National Mortgage	3137EADN1		03/07/2018	Payco Trust Account	\$2,003,336	\$2,002,980
Federal National Mortgage	3137EAD04		12/15/2017	Payco Trust Account	\$998,023	\$1,003,920
Federal Home Loan Mortgage	3137EAD29		04/15/2016	Payco Trust Account	\$1,324,092	\$1,330,207
Federal Home Loan Mortgage	318460807		03/15/2016	Payco Trust Account	\$21,024	\$21,024
US Treasury N/B	912626A91	07/03/2014	01/15/2017	Payco Trust Account	\$1,099,743	\$1,101,331
US Treasury N/B	912626C81	06/23/2014	04/30/2016	Payco Trust Account	\$1,499,932	\$1,500,150
US Treasury N/B	912626L01	216	10/15/2018	Payco Trust Account	\$1,968,755	\$1,973,073
US Treasury N/B	912626M72	300	11/09/2017	Payco Trust Account	\$1,498,389	\$1,503,690
US Treasury N/B	912626P71	300	01/15/2018	Payco Trust Account	\$1,032,296	\$1,034,260
US Treasury N/B	912626T62	300	08/31/2017	Payco Trust Account	\$946,984	\$948,851
US Treasury N/B	912626T50	300	09/30/2017	Payco Trust Account	\$1,497,283	\$1,498,055
US Treasury N/B	912626V00	300	06/23/2014	Payco Trust Account	\$1,500,369	\$1,501,335
US Treasury N/B	912626W44	300	06/23/2014	Payco Trust Account	\$1,499,904	\$1,501,470
US Treasury N/B	912626W49	300	06/23/2014	Payco Trust Account	\$999,352	\$1,002,380
US Treasury N/B	912626W40	300	06/20/2014	Payco Trust Account	\$999,845	\$1,000,160
US Treasury N/B	912626W61	500	06/20/2014	Payco Trust Account	\$999,094	\$1,002,460
US Treasury N/B	912626W00	500	06/25/2014	Payco Trust Account	\$2,000,126	\$2,000,940
US Treasury N/B	91828XK3	500	06/16/2018	Payco Trust Account	\$2,008,073	\$2,009,380
NM STATE INVESTMENT POOL	101	N/A	N/A	STATE TREASURER'S OFFICE	\$1,007,862	\$1,007,862
NM STATE INVESTMENT POOL	201	N/A	N/A	STATE TREASURER'S OFFICE	\$276,358	\$276,358
NM STATE INVESTMENT POOL	206	N/A	N/A	STATE TREASURER'S OFFICE	\$2,899	\$2,899
NM STATE INVESTMENT POOL	214	N/A	N/A	STATE TREASURER'S OFFICE	\$548,407	\$548,407
NM STATE INVESTMENT POOL	216	N/A	N/A	STATE TREASURER'S OFFICE	\$542,670	\$542,670
NM STATE INVESTMENT POOL	300	N/A	N/A	STATE TREASURER'S OFFICE	\$506,646	\$506,646
NM STATE INVESTMENT POOL	500	N/A	N/A	STATE TREASURER'S OFFICE	\$1,655,567	\$1,655,567
NM STATE INVESTMENT POOL	600	N/A	N/A	STATE TREASURER'S OFFICE	\$538,167	\$538,167
NM STATE INVESTMENT POOL	700	N/A	N/A	STATE TREASURER'S OFFICE	\$1,964,994	\$1,964,994
GRAND TOTAL					\$47,786,799	\$47,855,623



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 16, 2016

SUBJECT: Consideration of Preliminary FY 2017 Budget

DEPT. OF ORIGIN: Finance
DATE SUBMITTED: May 9, 2016
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

Pursuant to applicable state law the preliminary budget must be approved and submitted to the Local Government Division of the NMDFA by June 1st. This proposed preliminary budget includes \$55,913,769 in proposed General Fund expenditures and \$97,442,234 in proposed expenditures for all funds. Revenues in the General Fund are projected at \$50,997,745 and total revenue projections for all funds are set at \$89,756,380. Current projected general fund cash reserve is set at 34%.

Fiscal Impact:

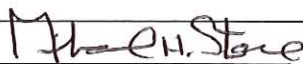
Reviewed By: 
Finance Department

Annual budgeting process has more fiscal impact than any other city policy issue.

Attachments:

Resolution and Support Material

Legal Review:

Approved As To Form: 
City Attorney

Motion to approve the resolution

Recommendation:

Approved For Submittal By:


Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6440

2016-2017 PRELIMINARY BUDGET CONSIDERATION
(105th FISCAL YEAR)

WHEREAS, the Governing Body of the Municipality of Hobbs, State of New Mexico has developed a preliminary budget for fiscal year 2016 - 2017; and

WHEREAS, said preliminary budget was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, the official meetings for the review of said documents were duly advertised and held on April 18th, 2016, in compliance with the State Open Meetings Act; and

WHEREAS, it is the majority opinion of this Commission that the proposed preliminary budget meets the requirements as currently determined for fiscal year 2016 -2017.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the Municipality of Hobbs, State of New Mexico, hereby adopts the preliminary budget herein above described and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, ADOPTED, APPROVED AND RESOLVED in session this 16th day of May, 2016.

MUNICIPAL GOVERNING BODY OF
HOBBS, NEW MEXICO

SAM D. COBB, Mayor

GARRY BUIE, Commissioner

PATRICIA TAYLOR, Commissioner

JONATHAN SENA, Commissioner

MARSHALL NEWMAN, Commissioner

JOSEPH D. CALDERÓN, Commissioner

DON GERTH, Commissioner

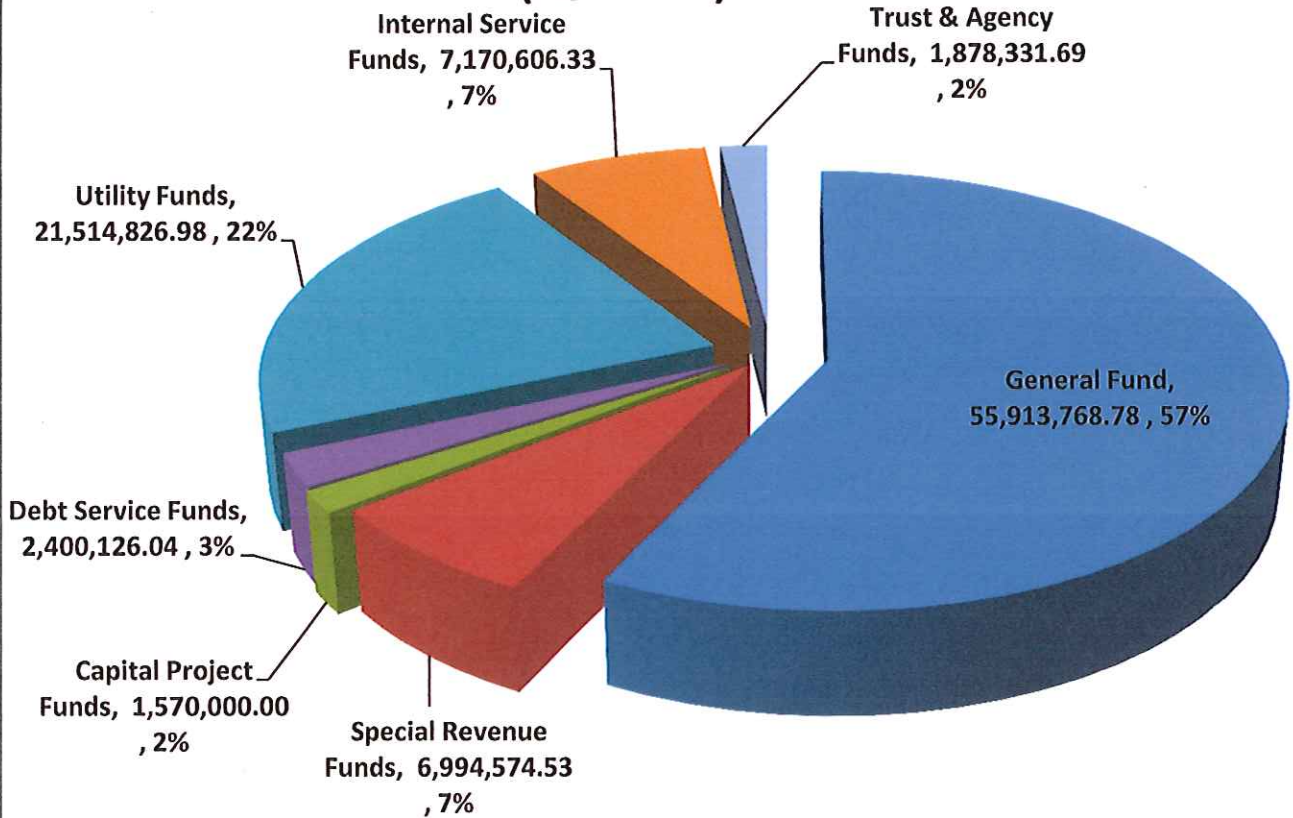
ATTEST:

JAN FLETCHER, City Clerk

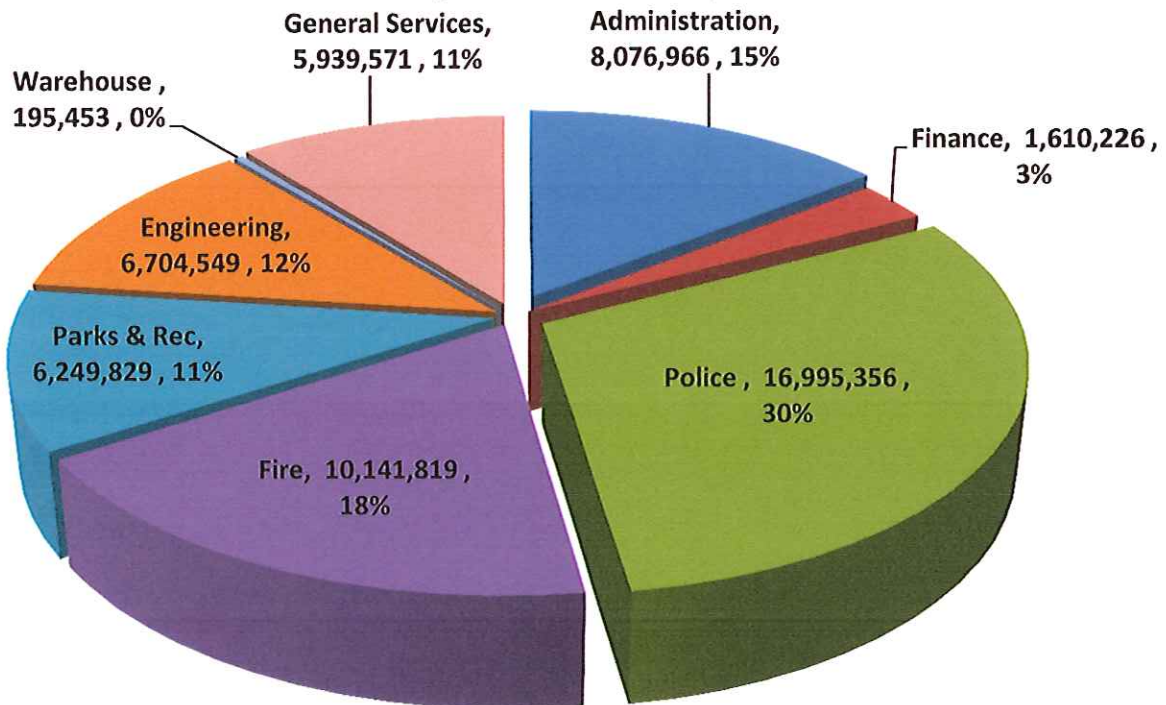
**City of Hobbs Preliminary Budget
FY17 Fund Summary**

	Beginning Cash	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash	
1 GENERAL	27,414,755.18	50,997,744.55	(3,510,581.68)	55,913,768.78	18,988,149.27	34%
2 LAND ACQUISITION	-	-	-	-	-	
General Fund Subtotal	27,414,755.18	50,997,744.55	(3,510,581.68)	55,913,768.78	18,988,149.27	
11 LOCAL GOV CORR	119,369.45	215,338.00	-	167,000.00	167,707.45	
12 POLICE PROTECTION	53,815.87	87,000.00	-	87,000.00	53,815.87	
13 P D N (parif, drug, narcotics)	31,862.83	-	-	-	31,862.83	
15 COPS GRANT	1,000.00	202,646.66	152,486.88	355,133.54	1,000.00	
16 RECREATION	-	-	16,000.00	13,500.00	2,500.00	
17 OLDER AMERICAN	675.61	211,088.00	638,576.94	849,027.05	1,313.50	
18 GOLF	-	857,612.88	1,936,866.09	2,791,183.97	3,295.00	
19 CEMETERY	51,000.00	168,690.00	188,878.97	407,472.97	1,096.00	
20 AIRPORT	235,303.51	38,300.00	-	36,000.00	237,603.51	
23 LODGERS' TAX	308,293.48	951,200.00	-	840,000.00	419,493.48	
27 PUBLIC TRANSPORTATION	18,385.20	860,419.00	326,772.80	1,204,457.00	1,120.00	
28 FIRE PROTECTION	434,167.52	385,430.00	-	223,800.00	595,797.52	
29 EMER MEDICAL SERV	501.40	20,000.00	-	20,000.00	501.40	
Special Revenue Subtotals	1,254,374.87	3,997,724.54	3,259,581.68	6,994,574.53	1,517,106.56	
37 COMM DEVE CONST	-	500,000.00	251,000.00	750,000.00	1,000.00	
46 BEAUTIFICATION IMPROVEMENT	-	-	-	-	-	
48 STREET IMPROVEMENTS	681,017.56	1,214,500.00	-	820,000.00	1,075,517.56	
49 CITY COMM. IMPROVEMENTS	-	2,126,582.00	(2,018,982.00)	-	107,600.00	
Capital Project Subtotals	681,017.56	3,841,082.00	(1,767,982.00)	1,570,000.00	1,184,117.56	
51 UTILITY BOND	-	-	307,004.50	307,004.50	-	
53 WASTEWATER BOND	1,989,842.96	-	2,093,121.54	2,093,121.54	1,989,842.96	
Debt Service Subtotals	1,989,842.96	-	2,400,126.04	2,400,126.04	1,989,842.96	
10 SOLID WASTE	1,015,425.47	6,050,000.00	-	6,050,000.00	1,015,425.47	
44 JOINT UTILITY EXTENSIONS CAPITAL PI	97,254.43	-	-	-	97,254.43	
60 JOINT UTILITY	-	-	5,204,072.32	5,201,250.32	2,822.00	
61 JOINT UTILITY CONST	-	-	1,730,000.00	1,730,000.00	-	
62 WASTE WATER PLANT CONST	-	3,378,600.00	2,018,982.00	5,397,582.00	-	
63 JOINT UTILTIY - WASTEWATER	1,989,112.18	-	447,207.48	2,435,994.66	325.00	
65 JOINT UTILTIY INCOME - WASTEWATER	-	5,988,291.00	(4,826,405.84)	-	1,161,885.16	
66 JOINT UTILITY INCOME	-	5,504,000.00	(5,504,000.00)	-	-	
68 METER DEPOSIT RES	655,087.64	400,000.00	-	150,000.00	905,087.64	
69 INTERNAL SUPPLY	1,000.00	550,000.00	549,000.00	550,000.00	550,000.00	
Utility Subtotals	3,757,879.72	21,870,891.00	(381,144.04)	21,514,826.98	3,732,799.70	
64 MEDICAL INSURANCE	792,665.17	6,571,129.19	(36,498.69)	6,571,129.19	756,166.48	
67 WORKERS COMP TRUST	932,747.57	599,477.14	-	599,477.14	932,747.57	
Internal Service Subtotal	1,725,412.74	7,170,606.33	(36,498.69)	7,170,606.33	1,688,914.05	
70 MOTOR VEHICLE	1,000.00	720,000.00	-	720,000.00	1,000.00	
71 MUNI JUDGE BOND FUND	201,671.84	-	-	-	201,671.84	
72 RETIREE HEALTH INSURANCE TRUST FI	8,963,501.31	1,029,331.65	36,498.69	1,029,331.65	9,000,000.00	
73 CRIME LAB FUND	61,612.63	125,000.04	-	125,000.04	61,612.63	
75 FORECLOSURE TRUST FUND	71.88	-	-	-	71.88	
76 RECREATION TRUST	94,612.51	-	-	-	94,612.51	
77 LIBRARY TRUST	4,734.68	1,000.00	-	1,000.00	4,734.68	
78 SENIOR CITIZEN TRUST	7,264.44	1,500.00	-	1,500.00	7,264.44	
79 PRAIRIE HAVEN MEM	5,337.76	-	-	-	5,337.76	
80 COMMUNITY PARK TRUST	1,425.09	-	-	-	1,425.09	
82 EVIDENCE TRUST FUND	175,878.29	-	-	-	175,878.29	
83 HOBBS BEAUTIFUL	22,574.18	-	-	-	22,574.18	
86 CITY AGENCY TRUST	4,939.97	1,500.00	-	1,500.00	4,939.97	
Trust & Agency Subtotals	9,544,624.58	1,878,331.69	36,498.69	1,878,331.69	9,581,123.27	
Grant Total All Funds	46,367,907.61	89,756,380.11	-	97,442,234.35	38,682,053.37	

FY17 Preliminary Budget Expenditure Summary (All Funds)



FY17 Preliminary Budget Expenditure Summary (General Fund)



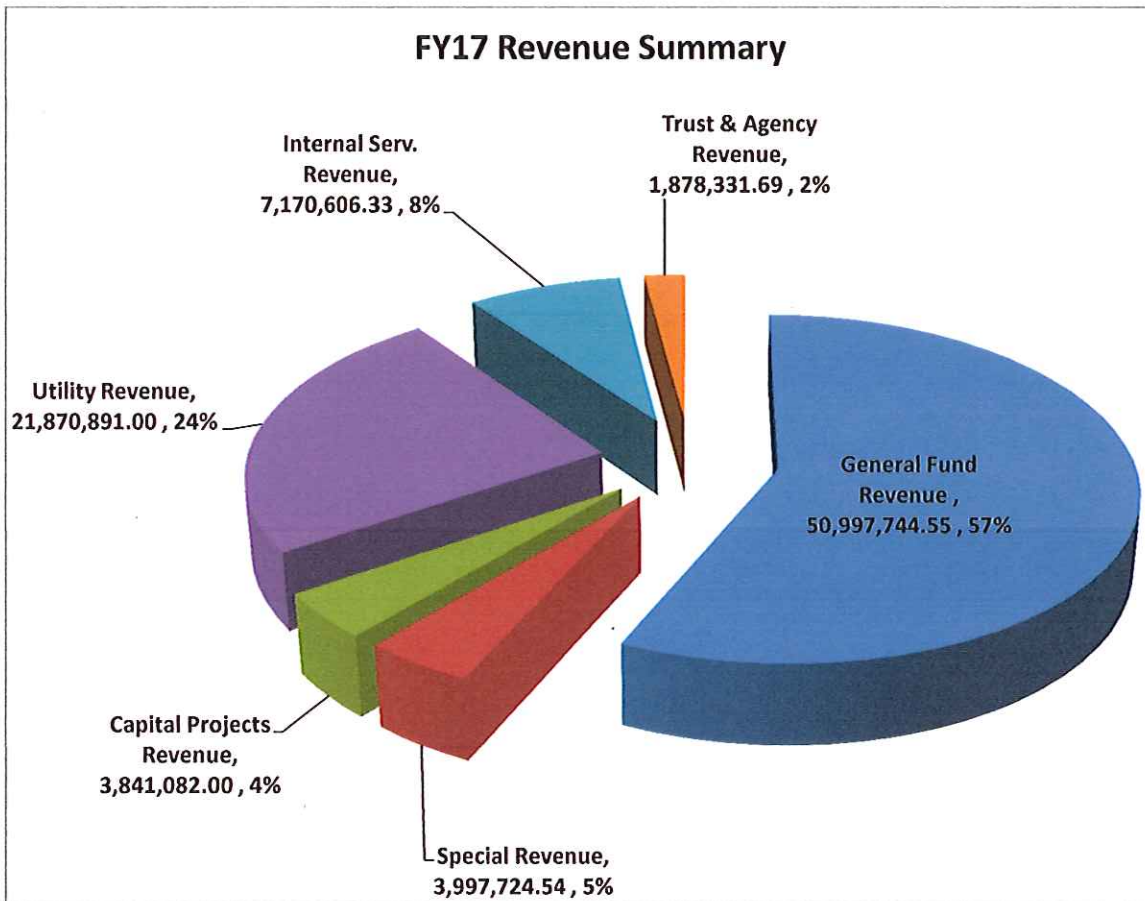
**City of Hobbs Preliminary Budget
FY 17 Revenue Summary (All Funds)**

Fund	Revenue Source	Preliminary Budget			% Change 17	Actual Revenues	
		FY15	FY16	FY17		FY15	FY16*
1	Gross Receipt Taxes	67,975,000.00	63,175,000.00	41,975,000.00	-34%	85,912,596.93	42,261,752.04
1	Property Taxes	3,220,000.00	3,325,000.00	2,722,953.00	-18%	2,876,518.13	2,070,157.74
1	Franchise Fees	917,000.00	1,045,000.00	1,015,000.00	-3%	1,054,973.21	708,672.63
1	Motor vehicle	390,000.00	407,000.00	387,000.00	-5%	400,752.20	281,380.78
1	Charges for Services	3,484,250.00	3,404,100.00	3,405,350.00	0%	3,007,711.78	2,353,578.60
1	Fines	406,000.00	421,500.00	424,000.00	1%	494,083.06	380,339.39
1	Grants	134,439.00	113,522.66	109,221.55	-4%	373,706.36	86,926.47
1	Other	1,186,600.00	932,700.00	959,220.00	3%	1,374,542.19	943,243.39
1	Transfers	-	-	-	0%	(898,488.14)	(31,876,377.55)
	Total General Fund	77,713,289.00	72,823,822.66	50,997,744.55	-0.3	94,596,395.72	17,209,673.49
2	Land Acquisition	-	-	-	0%	-	614,586.40
	Total General Fund Revenue	77,713,289.00	72,823,822.66	50,997,744.55	-34%	94,596,395.72	17,824,259.89
11	Local Govt Corrections	180,200.00	180,100.00	215,338.00	20%	213,098.72	172,774.30
12	Police Protection Act	80,400.00	88,000.00	87,000.00	-1%	80,400.00	87,600.00
13	PDN	-	-	-	0%	20.00	-
15	COPS Grant	244,700.00	-	202,646.66	100%	370,192.72	-
16	HWLC Fund	-	8,262,295.09	-	-100%	-	25,000,000.00
17	Older Americans	-	191,253.00	211,088.00	10%	-	593,109.19
18	Golf Fund	-	1,237,750.00	857,612.88	-31%	\$327,706.39	1,787,978.88
19	Cemetery	166,500.00	166,500.00	168,690.00	1%	712,043.72	457,130.80
20	Airport	38,300.00	38,300.00	38,300.00	0%	35,467.84	24,143.64
23	Lodgers' Tax	1,301,800.00	1,751,200.00	951,200.00	-46%	1,138,187.20	675,562.44
27	Public Transportation	596,690.00	540,000.00	860,419.00	59%	680,624.17	649,230.36
28	Fire Protection	385,870.00	385,800.00	385,430.00	0%	487,764.14	219,125.08
29	EMS	20,000.00	20,000.00	20,000.00	0%	25,647.13	20,000.00
	Total Special Revenues	3,014,460.00	12,861,198.09	3,997,724.54	-69%	4,071,152.03	29,686,654.69
37	Comm Deve Construction	-	-	500,000.00	100%	671,900.74	980,000.00
46	Beautification Improvem	-	-	-	0%	162,640.90	-
48	Street Improvements	846,000.00	721,500.00	1,214,500.00	68%	2,196,001.75	2,917,878.61
49	City Comm. Improvement	3,500,000.00	3,200,000.00	2,126,582.00	-34%	(989,379.24)	2,074,670.04
	Total Capital Projects Revenue	4,346,000.00	3,921,500.00	3,841,082.00	-2%	2,041,164.15	5,972,548.65
51	Utility Bond	-	-	-	0%	307,000.98	-
53	2005 Wastewater Bond Is	-	-	-	0%	1,989,241.76	-
	Total Debt Service Revenue	-	-	-	0%	2,296,242.74	-
10	Solid Waste	6,190,000.00	6,136,656.57	6,050,000.00	-1%	6,087,294.93	4,514,000.38
44	Joint Util Extensions Cap	-	1,300,000.00	-	-100%	609,351.23	3,659,928.80
60	Joint Utility	-	-	-	0%	5,220,660.37	-
61	Joint Utility Construction	238,000.00	-	-	0%	1,452,764.85	-
62	Waste Water Plant Const.	6,150,000.00	-	3,378,600.00	0%	7,615,461.05	1,113,969.55
63	Joint Utility - Wastewater	-	-	-	0%	2,372,138.16	-
65	Joint Utility Income - Was	6,995,000.00	7,425,300.00	5,988,291.00	-19%	-	4,658,606.41
66	Joint Utility Income	5,013,800.00	6,263,500.00	5,504,000.00	-12%	169.85	3,810,651.13
68	Meter Deposit Res	150,000.00	400,000.00	400,000.00	0%	7,040.84	345,758.14
69	Internal Supply	400,000.00	450,000.00	550,000.00	22%	497,599.92	251,551.55
	Total Utility Revenue	25,136,800.00	21,975,456.57	21,870,891.00	0%	23,862,481.20	18,354,465.96

**City of Hobbs Preliminary Budget
FY 17 Revenue Summary (All Funds continued)**

Fund	Revenue Source	Preliminary Budget			% Change FY16 to 17	Actual Revenues	
		FY15	FY16	FY17		FY15	FY16*
64	Medical Insurance	4,899,287.88	5,641,156.91	6,571,129.19	16%	5,296,161.68	4,411,094.55
67	Workers Comp Trust	530,665.00	500,000.00	599,477.14	20%	540,265.69	365,236.53
Total Internal Serv. Revenue		5,429,952.88	6,141,156.91	7,170,606.33	17%	5,836,427.37	4,776,331.08
70	Motor Vehicle	6,600,000.00	4,500,000.00	720,000.00	-84%	4,091,485.74	901,724.08
72	Retiree Health Ins. Fund	966,447.00	1,029,188.07	1,029,331.65	0%	1,912,472.72	636,388.89
73	Crime Lab Fund	90,400.00	100,000.00	125,000.04	25%	111,559.91	104,700.92
76	Recreation Trust	6,000.00	2,000.00	-	-100%	4,525.00	4,500.00
77	Library Trust	4,000.00	4,000.00	1,000.00	-75%	941.60	530.80
78	Senior Citizen Trust	1,500.00	1,500.00	1,500.00	0%	3,144.74	1,962.00
79	Prairie Haven Mem	10.00	10.00	-	-100%	7.21	8.74
80	Community Park Trust	-	-	-	0%	1.95	2.34
82	Evidence Trust Fund	54,000.00	54,000.00	-	-100%	15,152.48	248.44
83	Hobbs Beautiful	1,520.00	-	-	0%	1,908.49	37.07
86	City Agency Trust	2,000.00	2,000.00	1,500.00	-25%	2,362.69	1,161.59
Total Trust & Agency Revenue		7,725,877.00	5,692,698.07	1,878,331.69	-67%	6,143,562.53	1,651,264.87
Grand Total All Funds		123,366,378.88	123,415,832.30	89,756,380.11	-27%	138,847,425.74	78,265,525.14

*FY 16 actual includes 10 months of activity

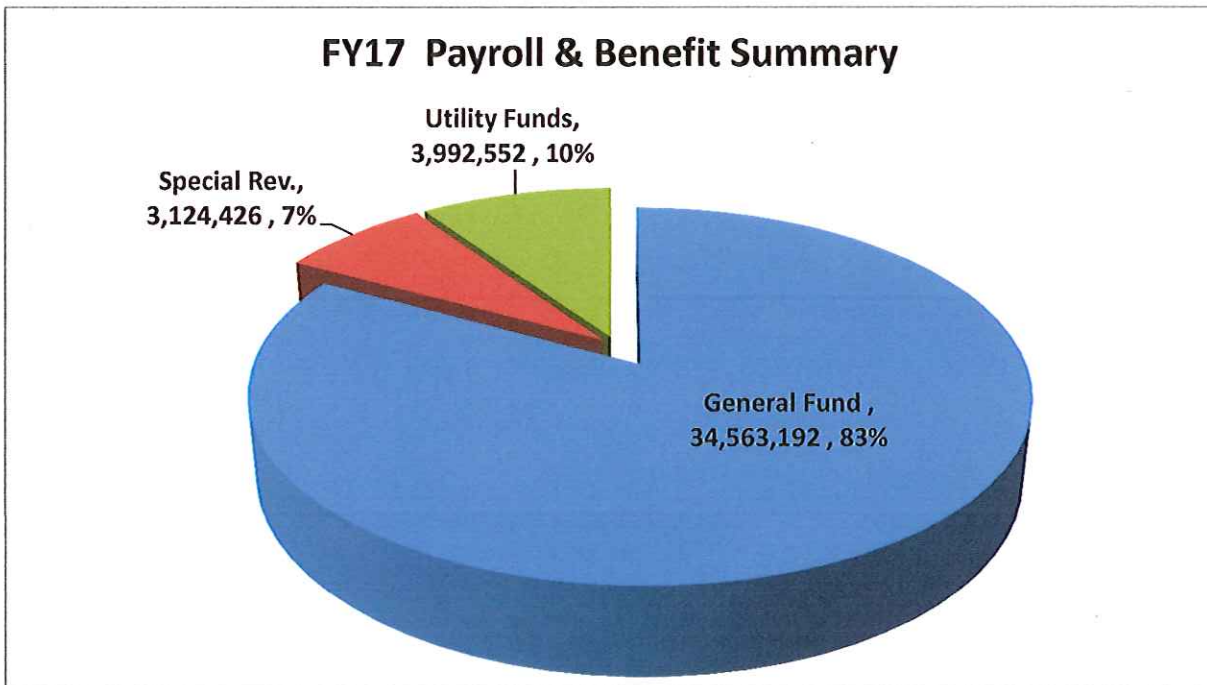


**City of Hobbs Preliminary Budget
FY 17 Payroll/Benefits Summary (All Funds)**

Department	Preliminary Budget			% Change FY16 to 17	Actual Expenditures	
	FY15	FY16	FY17		FY15	FY16*
General Fund Payroll & Benefits						
010100 City Commission	77,506	79,239	96,128	21%	78,229	61,393
010110 City Manager's Office	342,241	380,246	455,933	20%	455,487	339,172
010125 Planning	182,573	172,517	173,210	0%	190,214	148,807
010130 Clerk's Office	338,021	376,899	391,375	4%	351,065	282,785
010140 Finance/Purchasing	693,627	810,325	717,667	-11%	682,036	540,552
010145 Information Technology	532,660	604,561	619,740	3%	566,347	452,950
010150 Legal	460,000	370,610	375,832	1%	377,457	270,828
010160 Municipal Court	340,880	290,943	281,290	-3%	338,096	282,817
010161 Municipal Court Judge	-	78,282	74,530	-5%	-	906
010170 Personnel	357,435	373,551	420,787	13%	336,916	308,607
010190 Motor Vehicle	419,540	471,295	493,345	5%	440,604	339,905
010201 Police Administration	436,063	428,111	456,557	7%	457,702	325,520
010202 Police Patrol	6,567,019	7,509,715	7,960,647	6%	6,995,772	5,601,459
010203 Police Criminal Investigation	2,563,577	2,183,619	2,349,210	8%	2,031,442	1,579,321
010204 Police Support	861,976	769,394	860,080	12%	670,961	559,787
010206 Police Detention	788,659	927,539	944,196	2%	830,512	642,313
010207 Eagle IC	604,949	527,931	453,341	-14%	356,940	316,661
010220 Fire/Ambulance	7,196,588	7,450,581	7,434,549	0%	6,829,834	4,901,499
010310 Library	770,907	870,196	841,049	-3%	778,152	640,936
010320 Parks	1,948,103	1,651,478	1,783,744	8%	1,519,133	1,236,629
010321 Sports Fields	289,961	290,125	298,445	3%	250,012	202,262
010326 Harry McAdams	268,841	286,423	306,833	7%	277,519	216,741
010330 Recreation	979,038	748,918	669,823	-11%	564,503	445,244
010332 Teen Recreation	258,581	327,129	300,714	-8%	317,938	236,528
010335 Pools	410,006	543,719	427,358	-21%	446,365	272,267
010340 Environmental Services	654,537	716,477	959,324	34%	650,305	645,474
010342 Communications	-	174,267	-	-100%	-	1,880
010410 Engineering	713,140	744,663	695,937	-7%	617,213	475,274
010412 Traffic	277,723	246,167	263,777	7%	268,955	193,129
010413 Warehouse	140,151	146,421	151,603	4%	140,608	105,679
010415 Mapping	186,164	223,788	185,333	-17%	71,880	121,941
010420 General Services - Garage	625,731	667,194	687,643	3%	646,720	477,405
010421 Building Maintenance	509,449	487,412	487,445	0%	444,817	343,092
010422 Code Enforcement	454,884	560,587	403,596	-28%	470,212	308,943
010423 Streets/Highways	1,529,008	1,509,800	1,542,153	2%	1,475,661	1,104,929
Total General Fund	32,779,538	34,000,122	34,563,192	2%	30,929,609	23,983,634
Special Revenue Payroll & Benefits						
154015 Cops Grant	680,974	-	355,134	100%	406,052	35,585
174017 Older Americans (2)	522,726	527,348	541,133	3%	498,941	394,364
184315 Golf Maint. (3)	553,049	1,061,702	989,446	-7%	899,911	701,411
184316 Golf Club House (3)	295,111	281,632	372,878	32%	185,758	236,433
194019 Cemetary Fund	147,938	173,240	219,509	27%	158,231	142,181
274027 Public Transportation	574,652	609,343	646,327	6%	532,231	429,992
Total Special Revenue	2,774,450	2,653,266	3,124,426	18%	2,681,125	1,939,966

**City of Hobbs Preliminary Budget
FY 17 Payroll/Benefits Summary (All Funds Continued)**

Department	Preliminary Budget			% Change FY16 to 17	Actual Expenditures	
	FY15	FY16	FY17		FY15	FY16*
Utility Payroll & Benefits						
604600 Administrative	316,379	233,460	231,051	-1%	220,139	165,264
604610 Water Distribution (4)	1,258,883	1,308,895	1,427,412	9%	1,088,828	944,544
604620 Production	305,654	344,272	345,201	0%	299,864	234,768
604630 Water Office	390,168	424,726	426,346	0%	391,244	304,669
604640 Meters & Service	282,805	304,969	272,669	-11%	271,270	192,505
604650 Laboratory	148,398	134,613	176,594	31%	134,397	110,090
604685 SCADA/Computer Operator	174,661	200,329	199,608	0%	174,221	133,719
634360 Collections (4)	2,500	-	-	0%	4,490	-
634370 Wastewater (WWTP)	841,941	868,145	913,670	5%	771,242	612,306
Total Utility	3,721,389	3,819,409	3,992,552	5%	3,355,695	2,697,865
Grand Total All Funds	39,275,377	40,472,797	41,680,170	24%	36,966,430	28,621,465



Notes:

- * FY 16 actual includes 9 months of activity
- (2) 174017 Older Americans was in General Fund for FY2015
- (3) 184315 & 184316 Golf Mtc and Golf Clubhouse were in General Fund for FY2015
- (4) 604360 Collections moved to org 604610 Water Distribution

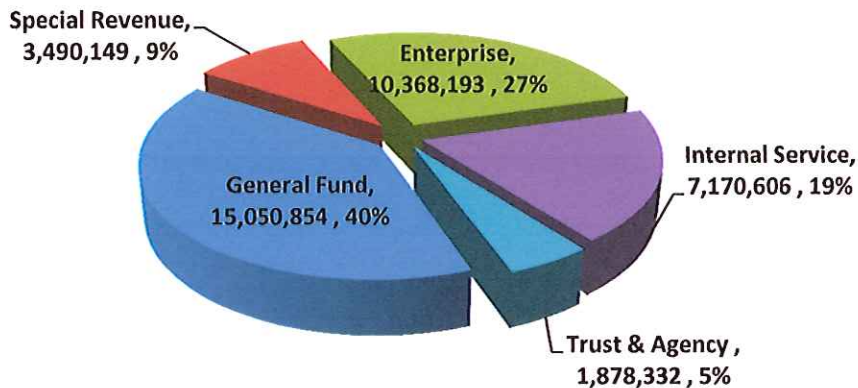
**City of Hobbs Preliminary Budget
FY 17 Operating Expenditure Summary (All Funds)**

Department	Preliminary Budget			% Change	Actual Expenditures	
	FY15	FY16	FY17	FY16 to 17	FY15	FY16*
010100 CITY COMMISSION	\$1,094,594	\$1,053,406	\$706,721	-33%	\$925,440	\$605,501
010110 CITY MANAGERS OFFICE	\$188,660	\$191,100	\$173,473	-9%	\$124,599	\$80,072
010125 PLANNING	\$116,600	\$10,914	\$88,870	714%	\$57,074	\$8,942
010130 CLERK'S OFFICE	\$96,440	\$114,790	\$110,730	-4%	\$114,470	\$69,234
010131 CLERK'S OFFICE ELECTIONS	\$0	\$25,018	\$0	0%	\$16,412	\$17,727
010140 FINANCE/PURCHASING	\$363,658	\$409,326	\$359,924	-12%	\$242,543	\$152,104
010145 INFORMATION TECHNOLOGY	\$376,500	\$505,200	\$372,500	-26%	\$363,220	\$308,054
010150 LEGAL	\$138,450	\$128,450	\$101,400	-21%	\$39,936	\$10,826
010160 MUNICIPAL COURT	\$121,750	\$118,250	\$94,778	-20%	\$63,867	\$42,505
010170 PERSONNEL	\$483,693	\$526,349	\$405,544	-23%	\$353,358	\$248,949
010181 INSURANCE	\$2,224,434	\$2,351,283	\$2,022,149	-14%	\$1,664,495	\$1,654,604
010190 MOTOR VEHICLE	\$29,742	\$33,830	\$39,290	16%	\$34,044	\$21,833
010201 POLICE ADMINISTRATION	\$502,300	\$512,300	\$530,300	4%	\$415,836	\$315,505
010202 POLICE PATROL	\$214,079	\$428,175	\$165,500	-61%	\$172,904	\$126,376
010203 POLICE CRIMINAL INVESTIGATION	\$79,000	\$79,000	\$82,100	4%	\$61,547	\$50,760
010204 POLICE SUPPORT	\$152,500	\$159,000	\$153,500	-3%	\$95,915	\$64,450
010205 POLICE COMMUNICATIONS	\$1,671,537	\$2,448,028	\$2,190,425	-11%	\$1,386,102	\$1,064,270
010206 POLICE DETENTION-JAIL	\$47,000	\$92,000	\$92,000	0%	\$6,658	\$10,367
010207 POLICE SURVEILLANCE - EAGLE	\$31,000	\$86,000	\$84,500	-2%	\$123,873	\$53,373
010220 FIRE/AMBULANCE	\$800,000	\$908,700	\$891,200	-2%	\$736,656	\$449,160
010221 STREET LGT	\$0	\$5,800	\$4,800	0%	\$5,007	\$3,611
010310 LIBRARY	\$250,319	\$248,796	\$244,785	-2%	\$232,972	\$180,634
010320 PARKS	\$885,170	\$901,550	\$907,450	1%	\$655,980	\$591,941
010321 SPORTS FIELDS	\$217,247	\$229,247	\$229,576	0%	\$125,632	\$82,886
010326 HARRY MCADAMS	\$176,510	\$180,510	\$179,460	-1%	\$142,161	\$56,368
010330 RECREATION	\$663,850	\$694,150	\$621,970	-10%	\$548,703	\$291,242
010332 TEEN RECREATION	\$88,866	\$119,500	\$117,300	-2%	\$66,454	\$56,583
010335 POOLS	\$217,600	\$227,600	\$331,156	45%	\$224,570	\$189,637
010340 ENVIRONMENTAL SERVICES	\$348,501	\$321,500	\$321,000	0%	\$313,646	\$252,590
010342 PUBLIC INFORMATION	\$0	\$52,950	\$18,800	0%	\$36,006	\$8,546
010410 ENGINEERING	\$316,100	\$107,453	\$102,647	-4%	\$91,621	\$45,872
010411 STREET LIGHTING	\$400,000	\$4,000	\$460,000	11400%	\$482,809	\$345,247
010412 TRAFFIC	\$311,360	\$308,480	\$282,406	-8%	\$279,543	\$254,101
010413 WAREHOUSE	\$60,600	\$63,800	\$43,850	-31%	\$44,929	\$23,607
010415 MAPPING	\$56,900	\$56,700	\$101,100	78%	\$37,315	\$39,256
010420 GENERAL SVCS-GARAGE	\$1,495,000	\$1,497,000	\$1,510,550	1%	\$1,213,839	\$809,072
010421 BUILDING MAINTENANCE	\$483,600	\$489,600	\$480,250	-2%	\$357,238	\$304,065
010422 CODE ENFORCEMENT	\$156,600	\$100,100	\$99,350	-1%	\$60,663	\$35,352
010423 STREETS/HIGHWAYS	\$437,700	\$435,000	\$324,500	-25%	\$234,087	\$388,973
010425 CRIME LAB	\$0	\$0	\$5,000	0%	\$3,789	\$2,996
024002 LAND ACQUISITION	\$500,000	\$500,000	\$0	-100%	\$0	\$0
Total General Fund Operating Exp.	15,797,859	16,724,855	15,050,854	-10%	12,155,914	9,317,191
114011 LOCAL GOV'T CORRECTIONS FUND	\$137,500	\$137,500	\$167,000	21%	\$116,914	\$75,254
124012 POLICE PROTECTION FUND	\$80,400	\$88,000	\$87,000	-1%	\$51,599	\$53,960
134013 PDN	\$0	\$0	\$0	0%	\$8,213	\$29,944
164016 HEALTH WELLNESS LEARNING CNTR	\$0	\$0	\$13,500		\$0	\$8,217
174017 OLDER AMERICANS FUND	\$300,150	\$392,980	\$307,895	-22%	\$292,560	\$194,013
184315 GOLF MTC	\$679,312	\$722,125	\$667,130	-8%	\$651,656	\$367,525
184316 GOLF CLUBHOUSE	\$715,700	\$684,930	\$741,730	8%	\$854,969	\$475,271

**City of Hobbs Preliminary Budget
FY 17 Operating Expenditure Summary (All Funds Continued)**

Department	Preliminary Budget			% Change FY16 to 17	Actual Expenditures	
	FY15	FY16	FY17		FY15	FY16*
194019 CEMETERY FUND	\$187,260	\$179,260	\$187,964	5%	\$179,000	\$90,730
204020 HIAP AIRPORT FUND	\$33,500	\$34,640	\$36,000	4%	\$34,930	\$19,414
234023 LODGERS' TAX	\$1,446,197	\$1,500,000	\$840,000	-44%	\$1,470,831	\$1,124,694
274027 PUBLIC TRANSPORTATION FUND	\$337,000	\$244,000	\$198,130	-19%	\$148,393	\$92,702
284028 FIRE PROTECTION FUND	\$228,300	\$223,800	\$223,800	0%	\$206,856	\$188,967
294029 EMER MEDICAL SERVICE	\$20,000	\$20,000	\$20,000	0%	\$25,647	\$14,815
Total Special Revenue Operating Exp.	\$4,165,319	\$4,227,235	\$3,490,149	-17%	\$4,041,568	\$2,735,505
104010 SOLID WASTE	\$6,290,000	\$6,136,657	\$6,050,000	-1%	\$6,438,394	\$4,002,958
60xxxx JOINT UTILITY	\$1,716,750	\$1,864,638	\$1,816,868	-3%	\$719,175	\$401,850
614061 JOINT UTILITY CONST.	\$200,000	\$204,000	\$200,000	-2%	\$111,717	\$42,441
624062 WASTE WATER PLANT CONST.	\$350,000	\$350,000	\$350,000	0%	\$16,294	\$25,578
63xxxx JOINT UTILITY - WASTEWATER	\$1,195,550	\$1,287,058	\$1,251,325	-3%	\$1,708,677	\$1,077,984
684068 METER DEPOSITS	\$150,000	\$150,000	\$150,000	0%	\$68,489	\$70,321
694069 INTERNAL SUPPLY	\$400,000	\$550,000	\$550,000	0%	\$498,600	\$328,282
Total Enterprise Operating Exp.	10,302,300	10,542,353	10,368,193	-2%	9,561,346	5,949,414
644064 MEDICAL INSURANCE	\$4,899,288	\$5,641,157	\$6,571,129	16%	\$5,313,853	\$3,807,174
674067 WORKERS COMP TRUST	\$530,665	\$500,000	\$599,477	20%	\$681,402	\$377,078
Total Internal Service Funds Operating Exp.	5,429,953	6,141,157	7,170,606	17%	5,995,255	4,184,252
704070 MOTOR VEHICLE	\$6,600,000	\$4,500,000	\$720,000	-84%	\$4,087,326	\$839,657
724072 RETIREE HEALTH INSURANCE	\$966,447	\$1,029,188	\$1,029,332	0%	\$1,462,161	\$1,654,640
734073 CRIME LAB FUND	\$90,400	\$100,000	\$125,000	25%	\$108,416	\$95,378
764076 RECREATION TRUST	\$6,000	\$0	\$0	#DIV/0!	\$0	\$0
774077 LIBRARY TRUST	\$4,000	\$4,000	\$1,000	-75%	\$965	\$73
784078 SENIOR CITIZEN TRUST	\$1,500	\$1,500	\$1,500	0%	\$2,268	\$189
834083 HOBBS BEAUTIFUL	\$0	\$0	\$0	0%	\$0	\$0
864086 CITY AGENCY TRUST	\$2,000	\$0	\$1,500	#DIV/0!	\$1,276	\$171
Total Trust & Agency Fund Operating Exp.	\$7,670,347	\$5,634,688	\$1,878,332	-67%	\$5,662,413	\$2,590,108
Grand Total All Funds	43,365,778	43,270,287	37,958,134	-12%	37,416,496	24,776,470

FY17 Operating Expenditure Summary



*FY 16 actual includes 9 months of activity

**City of Hobbs Preliminary Budget
FY 17 Capital Expenditure Summary (All Funds)**

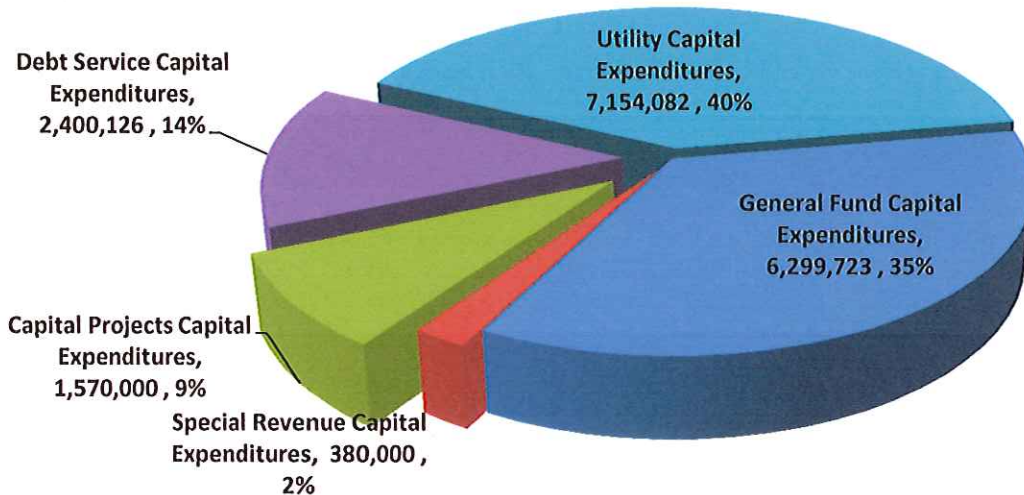
Department	Preliminary Budget			% Change	Actual Expenditures	
	FY15	FY16	FY17	FY16 to 17	FY15	FY16*
General Fund Capital Expenditures						
010100 CITY COMMISSION	\$750,000	\$2,250,000	\$0	-100%	\$1,630,946	\$2,643,004
010125 PLANNING	\$0	\$0	\$0	0%	\$0	\$0
010130 CLERK'S OFFICE	\$25,000	\$25,000	\$0	-100%	\$0	\$0
010140 FINANCE/PURCHASING	\$0	\$250,000	\$0	-100%	\$0	\$24,556
010145 INFORMATION TECHNOLOGY	\$188,000	\$147,000	\$75,000	-49%	\$135,072	\$96,150
010160 MUNICIPAL COURT	\$35,000	\$35,000	\$45,000	29%	\$40,053	\$30,947
010170 PERSONNEL	\$25,000	\$0	\$0	0%	\$0	\$0
010190 MOTOR VEHICLE	\$24,000	\$0	\$0	0%	\$0	\$0
010201 POLICE ADMINISTRATION	\$20,000	\$20,000	\$0	-100%	\$549,354	\$0
010202 POLICE PATROL	\$0	\$507,500	\$624,000	23%	\$53,250	\$369,877
010203 POLICE CRIMINAL INVESTIGATION	\$72,000	\$190,000	\$39,000	-79%	\$71,265	\$160,523
010204 POLICE SUPPORT	\$61,000	\$54,000	\$0	-100%	\$60,608	\$42,000
010205 POLICE COMMUNICATIONS	\$1,259,500	\$0	\$0	100%	\$754,640	\$523,434
010206 POLICE DETENTION-JAIL	\$160,000	\$0	\$0	0%	\$99,301	\$0
010207 POLICE SURVEILLANCE - EAGLE	\$10,000	\$435,000	\$10,000	-98%	\$173,917	\$665,527
010220 FIRE/AMBULANCE	\$120,000	\$1,031,400	\$0	-100%	\$559,351	\$360,420
010310 LIBRARY	\$147,387	\$119,400	\$149,423	25%	\$130,085	\$94,547
010320 PARKS	\$4,064,225	\$19,602,000	\$0	-100%	\$1,421,077	\$844,125
010321 SPORTS FIELDS	\$3,722,000	\$25,000	\$0	-100%	\$5,413,965	\$39,930
010326 HARRY MCADAMS	\$55,500	\$40,000	\$0	-100%	\$0	\$38,340
010330 RECREATION	\$2,019,000	\$17,000	\$40,000	135%	\$1,066,528	\$11,440
010332 TEEN RECREATION	\$294,500	\$30,000	\$0	-100%	\$0	\$0
010335 POOLS	\$40,000	\$28,000	\$36,000	29%	\$531,282	\$5,885
010340 ENVIRONMENTAL SERVICES	\$27,108	\$0	\$0	0%	\$0	\$0
010410 ENGINEERING	\$75,000	\$1,200,000	\$3,250,000	171%	\$2,782	\$0
010412 TRAFFIC	\$470,000	\$107,181	\$751,270	601%	\$244,308	\$132,746
010413 WAREHOUSE	\$0	\$0	\$0	0%	\$2,745	\$0
010415 MAPPING	\$200,000	\$28,689	\$350,000	1120%	\$0	\$28,409
010420 GENERAL SVCS-GARAGE	\$0	\$0	\$10,000	100%	\$0	\$0
010421 BUILDING MAINTENANCE	\$1,696,000	\$816,000	\$0	-100%	\$3,139,403	\$1,704,629
010422 CODE ENFORCEMENT	\$27,108	\$28,000	\$28,000	0%	\$0	\$0
010423 STREETS/HIGHWAYS	\$2,881,899	\$890,000	\$892,030	0%	\$486,101	\$1,586,575
Total General Fund	18,469,227	27,876,170	6,299,723	-77%	16,566,034	9,403,062
Special Revenue Capital Expenditures						
114011 LOCAL GOV'T CORRECTIONS FUND	\$25,000	\$0	\$0	0%	\$20,415	\$0
124012 POLICE PROTECTION FUND	\$0	\$0	\$0	0%	\$0	\$0
164016 HWLC FUND	\$0	\$14,000,000	\$0	-100%	\$0	\$2,224,163
174017 OLDER AMERICANS FUND	\$60,000	\$170,000	\$0	-100%	\$142,688	\$101,188
184315 GOLF MTC	\$498,400	\$105,000	\$0	-100%	\$6,069,591	\$310,395
184316 GOLF CLUBHOUSE	\$57,000	\$37,000	\$20,000	-46%	\$21,496	\$7,902
194019 CEMETERY FUND	\$389,000	\$385,000	\$0	-100%	\$374,812	\$197,542
204020 HIAP AIRPORT FUND	\$30,000	\$30,000	\$0	-100%	\$820	\$0

**City of Hobbs Preliminary Budget
FY 17 Capital Expenditure Summary (All Funds Continued)**

Department	Preliminary Budget			% Change FY16 to 17	Actual Expenditures	
	FY15	FY16	FY17		FY15	FY16*
274027 PUBLIC TRANSPORTATION FUND	\$136,000	\$0	\$360,000	100%	\$0	\$157,689
284028 FIRE PROTECTION FUND	\$30,000	\$0	\$0	0%	\$58,944	\$0
Total Special Revenue	1,225,400	14,727,000	380,000	-97%	6,688,767	2,998,879
Capital Projects Capital Expenditures						
374037 COMMUNITY DEV. CONST. FUND	\$300,000	\$0	\$750,000	100%	\$670,901	\$856,001
464046 BEAUTIFICATION IMPROVEMENT FUN	\$3,550,000	\$0	\$0	0%	\$548,101	\$15,231
484048 STREET IMPROVEMENT	\$2,530,000	\$80,000	\$820,000	925%	\$2,623,006	\$2,417,407
494049 CITY COMMISSION IMPROVEMENT FD	\$0	\$0	\$0	0%	\$0	\$0
Total Special Revenue	6,380,000	80,000	1,570,000	1863%	3,842,007	3,288,639
Debt Service Capital Expenditures						
514051 UTILITY BOND FUND	\$307,004	\$307,005	\$307,005	0%	\$307,001	\$39,403
534053 2005 WASTEWATER BOND ISSUE FD	\$1,989,242	\$2,053,023	\$2,093,122	2%	\$1,989,242	\$1,921,489
Total Debt Service	2,296,246	2,360,028	2,400,126	2%	2,296,243	1,960,892
Utility Capital Expenditures						
444044 JOINT UTILITY EXTENSIONS CAPIT	\$2,000,000	\$2,700,000	\$0	-100%	\$609,351	\$299,616
60xxxx JOINT UTILITY	\$245,000	\$406,906	\$305,500	-25%	\$186,388	\$88,130
614061 JOINT UTILITY CONST.	\$783,000	\$2,015,000	\$1,530,000	-24%	\$1,341,048	\$915,703
624062 WASTE WATER PLANT CONST.	\$11,490,000	\$4,835,000	\$5,047,582	4%	\$2,402,784	\$5,806,990
63xxxx JOINT UTILITY - WASTEWATER	\$166,000	\$119,000	\$271,000	128%	\$94,051	\$35,120
Total Enterprise	14,684,000	10,075,906	7,154,082	-29%	4,633,622	7,145,558
Grand Total All Funds	43,054,874	55,119,104	17,803,931	-68%	34,026,673	24,797,031

*FY 14 actual includes 10 months of activity

FY17 Capital Expenditure Summary



City of Assets
 Schedule of Capital Assets
 for Budget Year 2017

Dept	ORG	OBJ	Proj	CITY MNGR	DESCRIPTION
				AMT	
PD PATROL	010202	43006		500,000.00	Additional Cost of Body Camera System
JT UTIL CO	614061	43015		500,000.00	Water Production SCADA System Communication Upgrade
PUBLIC TRA	274027	43801		260,000.00	Two 20-passenger low-floor buses with roll out ramps.
SCADA/IT	604685	43015		150,000.00	Instrumentation and process interfaces for WWRF and Water Prod
WW PLANT	624062	43015		130,000.00	Semi-Truck/Tractor Trailer Unit (Replace Unit 666)
PD PATROL	010202	43003		124,000.00	two marked/equipped patrol units
WATER DIST	604610	43003		111,000.00	VEHICLE REPLACEMENT UNIT's #0831, #0970 AND #0969
WW PLANT	624062	43015		100,000.00	300KW TRAILER MOUNTED GENERATOR/REPAIRS TO EXISTING 200KW
PUBLIC TRA	274027	43007		60,000.00	Multi-directional surveillance cameras inside all of the public transit buses.
BIOSOLIDS	634375	43015		50,000.00	BACKDRIVE MOTOR/CONTROLS-#1 CENTRIFUGE
WASTEWTR	634370	43003		45,000.00	3/4 TON 4X4 TRUCK W/SERVICE BODY REPLACE UNIT 0895
WW PLANT	624062	43013		40,000.00	PATCHING/REPAINT WWRF BLDGS
RECREATION	010330	43004		40,000.00	To cover the cost of a new truck so employees can pull the mobile trailer without a CDL.
PUBLIC TRA	274027	43008		40,000.00	7 new bus shelters at various bus stops throughout the community and one cover at main office.
BIOSOLIDS	634375	43015		40,000.00	SPARE JET PUMP FOR #1 OR 2 DIGESTION BASIN
WW PLANT	624062	43013		35,000.00	PATCHING/REPAINT ADMIN BLDG
JT UTIL CO	614061	43005		30,000.00	Water System Security
POOLS	010335	43003		28,000.00	Replace 2006 Chev 1500 unit 0690
CODE ENFOR	010422	43004		28,000.00	
WW PLANT	624062	43013		25,000.00	SECURITY SYSTEM/SOFTWARE UPGRADE
WATER DIST	604610	43015		25,000.00	MUEELER CL-12 TAPPING MACHINE
WASTEWTR	634370	43015		25,000.00	IN-LINE GRINDER FOR PRIMARY SCUM PUMPS
WASTEWTR	634370	43015		25,000.00	BIOFILTER MEDIA #1 BIOFILTER
PD CID	010203	43006		22,000.00	Video Oversight - equipment replacement (out of date cant fix have to replace because of age)
IT	010145	43006		20,000.00	REPLACE END OF LIFE UPS
GOLFCH	184316	43006		20,000.00	BEVERAGE CART
BIOSOLIDS	634375	43015		18,000.00	ROTARY LUBE BIOSOLIDS PUMP
WASTEWTR	634370	43015		17,500.00	DIFFUSERS #2 MLE TRAIN
PD CID	010203	43001		17,000.00	digital video enhancement software/programs
WASTEWTR	634370	43015		15,000.00	GATOR ATV TO REPLACE EXISTING
INDUS WW	634380	43015		13,000.00	PROCESS WATER FILTRATION SYSTEM
WASTEWTR	634370	43015		12,500.00	BRUSH HOG MOWER DECK TO REPLACE EXISTING
WASTEWTR	634370	43015		10,000.00	REPLACE HEADWORKS HOIST
SCADA/IT	604685	43009		10,000.00	Expansion and maintenance of SCADA communication
PD Eagle	010207	43006		10,000.00	
IT	010145	43801		10,000.00	REPLACE COPIER AT FIRE DEPARTMENT
IT	010145	43801		10,000.00	REPLACE COPIER AT TEEN CENTER
IT	010145	43801		10,000.00	REPLACE COPIER AT RECORDS
GARAGE	010420	43006		10,000.00	NEW TIRE MACHINE
POOLS	010335	43006		8,000.00	SHADE COVER ON OUTSIDE OF DEL NORTE POOL FOR PATRONS PROTECTION FROM SUN WHILE WAITING TO GET IN
PRODUCTION	604620	43015		5,000.00	Utility Equipment
WATER DIST	604610	43015		4,500.00	COPPER PRESSING TOOL, 1/2"- 2"
				<u>2,653,500.00</u>	

City of Hobbs
 Schedule of Capital PROJECTS
 for Budget Year 2017

Dept	ORG	OBJ	PROJ	CITY MNGR	DESCRIPTION
ENGINEERIN	010410	44901	00224	1,250,000.00	REPLACE SEWER LINE (TRUNK F) IN JOE HARVEY FROM CENTRAL TO GRIMES (ESTIMATE ONLY)
ENGINEERIN	010410	44901	00224	800,000.00	JOE HARVEY / GRIMES INTERSECTION RE-CONFIGURATION / RECONSTRUCTION (ESTIMATE ONLY)
ENGINEERIN	010410	44901	00224	750,000.00	TRAFFIC SIGNAL JOE HARVEY AND CENTRAL (ESTIMATE ONLY)
ENGINEERIN	010410	44901	00160	450,000.00	NEW HYDROLOGY AND HYDRAULICS FOR EXISTING AND PROPOSED LAND USE MASTER PLANS AERIAL IMAGE AND DATA CAPTURE - HIGH RES. COLOR IMAGES AND PLANIMETRIC DATA CAPTURE,
MAPPING	010415	44901	00158	350,000.00	CONTOURS, DEM
TRAFFIC	010412	44901	00151	345,744.00	NEW EDGE LITE STREET NAME SIGNS - REPLACE EXISTING SIGNS TO BRING THEM INTO COMPLIANCE. DESIGN AND REBUILD GRIMES / SANGER AND TURNER/GRIMES. SANGER NEEDS NEW WIRE, POLE ON NORTHWEST CORNER HAS BEEN STRUCK NUMEROUS TIMES, NEED TO ADD MORE HEADS. TURNER
TRAFFIC	010412	44901	00159	250,000.00	REMOVE SPAN WIRE AND INSTALL A CANTILEVEL SYSTEM TO HOLD THE SIGNAL HEADS AND SIGNS
TRAFFIC	010412	44901	00151	155,526.00	ESTIMATED LABOR COST TO INSTALL EDGE LITE STREET NAME SIGNS.
STREET/HWY	010423	44901	00148	127,600.00	Dal Paso - Texas to Llano (58' W x 1 3/4 miles L = 42,533 SYD x \$3 SYD)
STREET/HWY	010423	44901	00148	114,400.00	College Ln - Grimes to Lovington Hwy (26' W x 7 miles L = 38133 SYD x \$3 SYD)
STREET/HWY	010423	44901	00148	105,600.00	Grimes - Millan to Frey (48' W x 1 1/4 mile L = 35,200 SYD x \$3 SYD)
STREET/HWY	010423	44901	00148	102,960.00	Navajo - Dal Paso to Acoma (78' W x 3/4 mile L = 34,320 SYD x \$3 SYD)
STREET/HWY	010423	44901	00148	89,760.00	Main - Dal Paso to Turner (Included Harden to Turner) (68' W x 3/4 mile L = 29,920 SYD X \$3 SYD)
LIBRARY	010310	46323		80,000.00	Print Books - nonfiction, fiction, juvenile, young adult, as well as nonfiction & fiction e-books
STREET/HWY	010423	44901	00148	70,400.00	Sanger - Marland to Harris (40' W x 1 mile L = 23,467 SYD x \$3 SYD)
STREET/HWY	010423	44901	00148	66,680.00	Stanolind - Dalpaso to Grimes (38' W X 1 mile L = 22,293 SYD X \$3 SYD)
STREET/HWY	010423	44901	00148	66,680.00	Snyder - Turner to Marland (38' W x 1 mile L = 22,293 SYD x \$3 SYD)
LIBRARY	010310	46325		61,522.66	2014 GO Bond funds allocated to Hobbs Public Library from the State of New Mexico
STREET/HWY	010423	44901	00148	56,320.00	Navajo - Acoma to Grimes (128' W x 1/4 mile L = 18,773 SYD X \$3 SYD)
STREET/HWY	010423	44901	00148	50,160.00	Princess Jeanne - Grimes to Cobb (38' W x 3/4 mile L = 150,480 SYD x \$3 SYD)
COURT	010160	44901	00146	45,000.00	Per Case Fee - Incode
STREET/HWY	010423	44901	00148	35,200.00	Snyder - Grimes to Shipp (40' W x 1/2 mile L = 11,733 SYD x \$3 SYD)
IT	010145	44901	00003	25,000.00	MONEY TO COVER CITY WIDE PHONE SYSTEM MAINTENANCE AND EXPANSION
LIBRARY	010310	46326		7,900.00	Projected funds from the State of New Mexico for Grants-in-Aid
STREET/HWY	010423	44901	00148	6,270.00	Snyder - Shipp to Turner (57' W x 330 ft L = 2090 SYD x \$3 SYD)
				5,462,722.66	General Fund Subtotal
WW PLANT	624062	44901	00097	2,126,582.00	1/8 projected infrastructure tax
2005 WASTE	534053	47341		1,427,694.72	principal due 07/21/16 (Hobbs 3 - CWSRF001)
WW PLANT	624062	44901	00235	1,000,000.00	EFFLUENT PROJECT-NORTHEAST DISTRIBUTION PIPELINE DESIGN
COMM DEV	374037	44901	00232	750,000.00	APPLICATION FOR NEW GRANT FUNDING
JT UTIL CO	614061	44901	00094	700,000.00	Waterline Replacement Project
STREET IMP	484048	44901	00237	500,000.00	NEW MAP GRANT APPLICATION
WW PLANT	624062	44901	00037	500,000.00	ASAR PILOT FACILITY
WW PLANT	624062	44901	00215	431,000.00	2016 Legislative Grant - Sewer Line Replacement (1153)
2005 WASTE	534053	47342		386,245.98	intrerest due 07/21/16 (Hobbs 3 - CWSRF001)
UTIL BOND	514051	47343		232,671.00	principal due 05/01/17
STREET IMP	484048	44901	00046	200,000.00	STREET INTERSECTIONS / ALLEY DRAINAGE IMPROVEMENTS
JT UTIL CO	614061	44901	00091	150,000.00	Automated Meter System Equipment
2005 WASTE	534053	47342		107,548.42	admin fee due 07/21/16 (Hobbs 3 - CWSRF001)
JT UTIL CO	614061	44901	00107	100,000.00	Water Development Plan
WW PLANT	624062	44901	00096	100,000.00	Jefferson/Sanger Lift Station Replacement Project
WW PLANT	624062	44901	00205	100,000.00	2016 Legislative Grant - Digester Project (Hobbs Aerobic Digestion Basins Legislative Grant 1154)
WW PLANT	624062	44901	00205	100,000.00	Digester Project (Hobbs Aerobic Digestion Basins) Design, Engineering, & Bid Documents
WW PLANT	624062	44901	00238	100,000.00	TERTIARY TREATMENT PRELIMINARY DESIGN (Leg Grant 1156 Hobbs WW Reclaim Fac Imp)
WW PLANT	624062	44901	00239	100,000.00	HOBBS EFFLUENT REUSE SYS IMPROVEMENT LEGISLATIVE GRANT AWARD 1151
WW PLANT	624062	44901	00037	80,000.00	REPLACE INFLUENT SCREEN/AUGER EQUIPMENT
STREET IMP	484048	44901	00236	70,000.00	TRAFFIC SIGNAL COOP APPLICATION
2005 WASTE	534053	47341	00167	65,099.00	principal due 06/01/17 (Hobbs5 - WTB-250)
2005 WASTE	534053	47341	00192	62,743.00	principal due 06/01/17 (Hobbs 6 - 0316-WTB)
STREET IMP	484048	44901	00046	50,000.00	INLET REPARIS
JT UTIL CO	614061	44901	00138	50,000.00	Pump Addition
WW PLANT	624062	44901	00037	50,000.00	ASPHALT PAD BERMS/VACTOR DUMP STATION
UTIL BOND	514051	47344		37,166.75	interest and fees due 11/01/16 (Hobbs 2 - DW-1510)
UTIL BOND	514051	47344		37,166.75	interest and fees due 05/01/17 (Hobbs 2 - DW-1510)
2005 WASTE	534053	47341	00192	36,324.00	principal due 06/01/17 (Hobbs 7 - 0336-WTB)
WW PLANT	624062	44901	00037	30,000.00	WWRK BACKFLOW PREVENTER UPGRADE
				9,680,241.62	All other funds subtotal
				15,142,964.28	Grand Total



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 16, 2016

SUBJECT: A RESOLUTION APPROVING THE PARKSIDE SUBDIVISION, A SUBDIVISION OF THE ORIGINAL HOBBS ADDITION, BLOCK 47, A VACATED PORTION OF FOWLER STREET AND ALLEY.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: May 11, 2016
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: That portion of Fowler street located between Blocks 47 & 48 as well as the eastwest alleyway were previously vacated as per Resolution # 6421 adopted March 21 of this year. The attached plat submitted for approval defines the property boundaries that will contain the Parkside Development and Municipal Park areas and also (re)dedicates a portion of Fowler as well as a portion of E. Dunnam that was previously vacated.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

There will not be a fiscal impact as a result of approving this Resolution.

Attachments: Subdivision Plat.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Consider approval of the Resolution approving the Subdivision.

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6441

A RESOLUTION APPROVING THE PARKSIDE SUBDIVISION, A SUBDIVISION OF THE ORIGINAL HOBBS ADDITION, BLOCK 47.

WHEREAS, property owners City of Hobbs, Boys and Girls Club of Hobbs Inc, and Parkside Terrace CIL, LLLP have submitted the Parkside Subdivision, for approval by the City of Hobbs Commission; and

WHEREAS, the Subdivision as submitted fully represents the intent as expressed in the Parkside Development Agreement entered into per Resolution #6368 adopted on October 12, 2015; and

WHEREAS, certain documents pertaining to assuring title to those properties hereby created may need to be executed at a future date pertaining to the Subdivision.

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

1. The City of Hobbs hereby Approves the Parkside Subdivision; and
2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 16th day of May, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK



PETTIGREW & ASSOCIATES P
 ENGINEERING | SURVEYING | TESTING |
 DEFINING QUALITY SINCE 1911
 100 E. Nevada - Suite 100, Hobbs, New Mexico 6
 T. 575 393 9927 F. 575 393 1543
 pettigrew.us

PROJECT SURVIVOR: M. Kneeland
 DRAWN BY: D. Trevino



INDEXING INFORMATION FOR COUNTY CLERK

OWNER:
 City of Hobbs
 Parkside Terrace CIC, L.L.P.
 Boys and Girls Club of Hobbs INC.
LOCATION:
 Located in the SE 1/4 of Section 34, T11
 R39E, N.M.P.M., City of Hobbs,
 Lea County, New.

REVISIONS

No.	DATE	DESCRIPTION

State of New Mexico, County of
 I here by certify that this instrument was filed f
 record on:

The _____ Day of _____
 20____ A.D.
 At _____ O'clock _____
 Cabinet _____
 Book _____
 By _____ County Clerk
 Deputy

PARKSIDE SUBDIVISION

A SUMMARY SUBDIVISION OF ORIGINAL HC
 ADDITION BLOCK 47 A VACATED PORTION
 DUNNAM AND FOWLER STREETS AND ALL

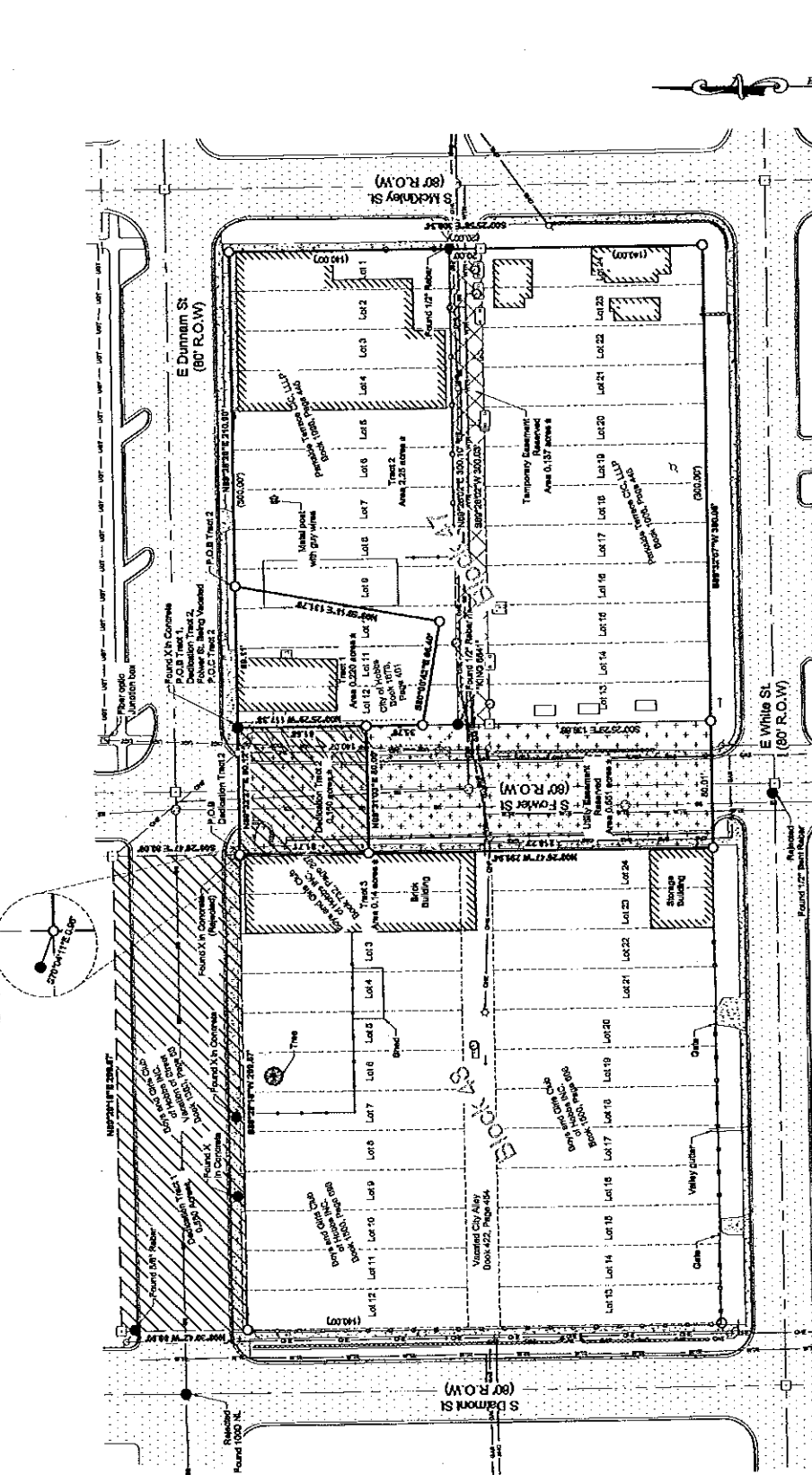
FOR
 CHELSEA INVESTMENT CORP.

PROJECT NUMBER:
2014.1430

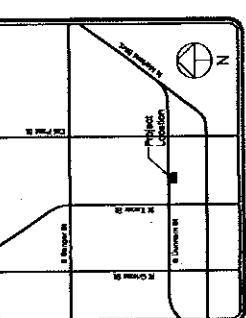
SHEET: 1 of 2
SU - 101

PARKSIDE SUBDIVISION

A SUMMARY SUBDIVISION OF ORIGINAL HOBBS ADDITION, BLOCK 47, A VACATED PORTION OF DUNNAM AND FOWLER STREETS AND ALLEY



SCALE 1" = 20'



LEGEND

●	Found as noted	○	City wire
○	See lot notes with red photo map	○	Gas valve
○	measured "N103°11'15\"/>		
○	Calculated point	○	Concrete
○	Lot line	○	Asphalt
○	Property line	○	Temporary easement reserved
○	Charliff's fence	○	Decision
○	Overhead electric	○	Measured bearing and distance
○	Unpaved floor strip	○	Record bearing and distance
○	Lot line (not shown)	○	Water meter
○	Water line	○	Gas meter
○	Street line	○	
○	Water line	○	
○		○	

LOTS 10-12 BLOCK 47 RECORD DESCRIPTION -
 PER DEED BOOK 1879, PAGE 481
 Lots Ten (10), Eleven (11), and Twelve (12), Block Forty-seven (47), Original
 Hobbs Addition to the City of Hobbs, Lea County, New Mexico.

LOTS 1-9 AND LOTS 13-24 BLOCK 47 RECORD DESCRIPTION -
 PER DEED BOOK 1184, PAGE 445
 Lots One (1) through Ten (10) and Lots Thirteen (13) through Twenty-Four (24),
 Block Forty-seven (47), Original Hobbs Addition to the City of Hobbs, Lea
 County, New Mexico.

BASES OF BEARING
 The basis of bearing for this survey is Grid North based on the New Mexico State
 Plane Coordinates System. East, Zonis, are determined by GPS/GNSS
 observations. Ground connections were established by a ground control point
 located at the intersection of West 104th Street by an observed scale factor of
 0.99982423. The corner can be obtained by applying a convergence angle of
 -50'38.96416\"/>

PROJECT SURVEYOR: M. Townsend
DRAWN BY: D. Treaco



INDEXING INFORMATION FOR COUNTY CLERK

OWNER:
City of Hobbs
Parkside Terrace CIC, L.L.P.
Boys and Girls Club of Hobbs Inc.
LOCATION:
Located in the SE 1/4 of Section 34, T11
R38E, N.M.P.M., City of Hobbs,
Lee County, New Mexico.

REVISIONS

No.	DATE	DESCRIPTION

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

The _____ day of _____
20 ____ A.D.
At _____ O'Clock _____
Cabinet _____ Side _____
Book _____ Page _____
By _____ County Clerk
By _____ Deputy

PARKSIDE SUBDIVISION

A SUMMARY SUBDIVISION OF ORIGINAL H
ADDITION BLOCK 47 A VACATED PORTION
DUNNAN AND FOWLER STREETS AND AL

FOR
CHELSEA INVESTMENT CORP.

PROJECT NUMBER:
2014.1430

SHEET: **2** of **2**

SU - 102

OWNERS STATEMENT AND AFFIDAVIT

County of Lee:

The undersigned first duly sworn on oath, state: On behalf of the owners and
proprietors we have of our own free will and consent caused this plat with its
traces to be placed, and the tract shown and described hereon as Parkside
Subdivision to be dedicated to the public in fee simple forever. The property
described on this plat lies within the platting jurisdiction of City of Hobbs.

By: Kevin Robinson
Kevin Robinson, Lead Project Manager for the City of Hobbs, Lee County, New
Mexico, do hereby certify that the foregoing plat in the City of Hobbs, Lee County,
New Mexico, was reviewed and deemed compliant with the Municipal Summary
Process Regulations on this 12th day of April, 2014.

ACKNOWLEDGMENT

State of New Mexico:
County of Lee:

On this _____ day of _____, 20____
before me, _____, a Notary Public in and who
execute the foregoing Summary and acknowledged that they executed the
same as their free act and deed.

Witness my hand and official seal the day and year first above written.

My commission expires: _____

Notary Public

CERTIFICATE OF MUNICIPAL APPROVAL

I, Kevin Robinson, Lead Project Manager for the City of Hobbs, Lee County, New
Mexico, do hereby certify that the foregoing plat in the City of Hobbs, Lee County,
New Mexico, was reviewed and deemed compliant with the Municipal Summary
Process Regulations on this 12th day of April, 2014.

Kevin Robinson, Lead Project Manager

Jan Fletcher, City Clerk

ACKNOWLEDGMENT

State of New Mexico:
County of Lee:

On this _____ day of _____, 20____
before me, _____, a Notary Public in and who
execute the foregoing instrument and acknowledged that they executed the
same as their free act and deed.

Witness my hand and official seal the day and year first above written.

My Commission Expires: _____

Notary Public

SURVEY DESCRIPTION OF PERMANENT UTILITY EASEMENT RESERVED

A tract of land located in the southwest quarter of the southeast quarter of
Section 34, Township 18 South, Range 38 East, N.M.P.M., Lee County, New
Mexico and being more particularly described as follows:

Beginning at a found X in concrete being used as the northwest corner of Block
47 Original Hobbs Addition to the City of Hobbs, thence N89°25'25"E bearing
140.07 feet to a found 1/2" rebar marked "HICKS NMP5 12345" bearing
140.07 feet to a found 5/8" rebar with red plastic cap marked "HICKS
NMP5 12345" bearing S89°32'57"W along the north right of way line of White
Street, 80.01 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMP5
12345", thence N00°29'57"W along the east line of property deeded to Boys and
Girls Club of Hobbs INC Book 1500, Page 588 and Book 732, Page 397, 299.94
feet; thence N89°32'27"E 80.12 feet to the Point of Beginning.
Containing a total of 0.851 acres

CERTIFICATE OF SURVEY

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

By: William M. Hicks, III
William M. Hicks, III NMP5 #12345
4-4-2014
Date

OWNERS STATEMENT AND AFFIDAVIT

State of New Mexico:
County of Lee:

The undersigned first duly sworn on oath, state: On behalf of the owners and
proprietors we have of our own free will and consent caused this plat with its
traces to be placed, and the tract shown and described hereon as Dedication tract
2 to be dedicated to the public in fee simple forever. The property described on
this plat lies within the platting jurisdiction of City of Hobbs.

By: Sam Cobb, Mayor.

ACKNOWLEDGMENT

State of New Mexico:
County of Lee:

On this _____ day of _____, 20____
before me, Sam Cobb, Mayor of the City of Hobbs, Lee County, New Mexico,
I have reviewed the foregoing instrument and acknowledged that they executed the
same as their free act and deed.

Witness my hand and official seal the day and year first above written.

My commission expires: _____

Notary Public

OWNERS STATEMENT AND AFFIDAVIT

State of New Mexico:
County of Lee:

The undersigned first duly sworn on oath, state: On behalf of the owners and
proprietors we have of our own free will and consent caused this plat with its
traces to be placed, and the tract shown and described hereon as Dedication tract
1 and 2 to be dedicated to the public in fee simple forever. The property described
on this plat lies within the platting jurisdiction of City of Hobbs.

By: Kevin Robinson
Kevin Robinson, President on Behalf of
Boys and Girls Club of Hobbs Inc.

ACKNOWLEDGMENT

State of New Mexico:
County of Lee:

On this 12th day of April, 2014
before me, _____, a Notary Public in and who
execute the foregoing instrument and acknowledged that they executed the
same as their free act and deed.

Witness my hand and official seal the day and year first above written.

My commission expires: 5/11/2015

Notary Public: Tonya Jones
OFFICIAL SEAL
TONYA JONES
Notary Public

SURVEY DESCRIPTION OF TRACT 1

A tract of land located in the southwest quarter of the southeast quarter of
Section 34, Township 18 South, Range 38 East, N.M.P.M., Lee County, New
Mexico and being more particularly described as follows:

Beginning at a found X in concrete being used as the northwest corner of Block
47 Original Hobbs Addition to the City of Hobbs, thence N89°25'25"E along the
south right of way line of Dunnan Street 89.11 feet to a set 5/8" rebar with red
plastic cap marked "HICKS NMP5 12345", thence S00°29'57"W bearing
131.70 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMP5 12345", thence
N89°32'57"W bearing 300.10 feet to a set 5/8" rebar with red plastic cap marked "HICKS
NMP5 12345", thence N00°29'57"W along the east line of property deeded to Boys and
Girls Club of Hobbs INC Book 1500, Page 588 and Book 732, Page 397, 299.94
feet; thence N89°32'27"E 80.12 feet to the Point of Beginning.
Containing a total of 0.220 acres

SURVEY DESCRIPTION OF TRACT 2

A tract of land located in the southwest quarter of the southeast quarter of
Section 34, Township 18 South, Range 38 East, N.M.P.M., Lee County, New
Mexico and being more particularly described as follows:

Commencing at a found X in concrete being used as the northwest corner of
Block 47 Original Hobbs Addition to the City of Hobbs, thence N89°25'25"E
bearing 140.07 feet to a found 1/2" rebar marked "HICKS NMP5 12345" bearing
140.07 feet to a found 5/8" rebar with red plastic cap marked "HICKS
NMP5 12345" bearing S89°32'57"W along the north right of way line of White
Street, 80.01 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMP5
12345", thence N00°29'57"W along the east line of property deeded to Boys and
Girls Club of Hobbs INC Book 1500, Page 588 and Book 732, Page 397, 299.94
feet; thence N89°32'27"E 80.12 feet to the Point of Beginning.
Containing a total of 0.225 acres

DESCRIPTION OF DEDICATION TRACT 2

A tract of land located in the southwest quarter of the southeast quarter of
Section 34, Township 18 South, Range 38 East, N.M.P.M., Lee County, New
Mexico and being more particularly described as follows:

Beginning at a found X in concrete being used as the northwest corner of Block
47 Original Hobbs Addition to the City of Hobbs, thence N89°25'25"E bearing
140.07 feet to a found 1/2" rebar marked "HICKS NMP5 12345", thence
S89°32'57"W bearing 140.07 feet to a set 5/8" rebar with red plastic cap marked "HICKS
NMP5 12345", thence N00°29'57"W along the east line of property deeded to
Boys and Girls Club of Hobbs, INC Book 732, Page 397, 81.71 feet to a set 5/8"
rebar with red plastic cap marked "HICKS NMP5 12345", thence N89°32'27"E
80.12 feet along the south right of way line of Dunnan Street to the Point of
Beginning.
Containing a total of 0.150 acres

DESCRIPTION OF DEDICATION TRACT 1

A tract of land located in the southwest quarter of the southeast quarter of
Section 34, Township 18 South, Range 38 East, N.M.P.M., Lee County, New
Mexico and being more particularly described as follows:

Beginning at a set 5/8" rebar with red plastic cap marked "HICKS NMP5 12345"
along the south right of way line of Dunnan Street, 80.01 feet to a set 5/8"
rebar with red plastic cap marked "HICKS NMP5 12345", thence S89°32'57"W bearing
140.07 feet to a found 1/2" rebar marked "HICKS NMP5 12345", thence
N00°29'57"W bearing 131.70 feet to a set 5/8" rebar with red plastic cap marked "HICKS
NMP5 12345", thence N89°32'57"W bearing 300.10 feet to a set 5/8" rebar with red
plastic cap marked "HICKS NMP5 12345", thence N00°29'57"W along the east line of
property deeded to Boys and Girls Club of Hobbs, INC Book 1500, Page 588 and
Book 732, Page 397, 299.94 feet to a set 5/8" rebar with red plastic cap marked "HICKS
NMP5 12345", thence N89°32'27"E 80.12 feet to the Point of Beginning.
Containing a total of 0.850 acres

SURVEY DESCRIPTION OF TEMPORARY EASEMENT RESERVED

A tract of land located in the southwest quarter of the southeast quarter of
Section 34, Township 18 South, Range 38 East, N.M.P.M., Lee County, New
Mexico and being more particularly described as follows:

Commencing at a found X in concrete being used as the northwest corner of
Block 47 Original Hobbs Addition to the City of Hobbs, thence S00°25'25"E
bearing 140.07 feet to a found 1/2" rebar marked "HICKS NMP5 12345", thence
N89°32'57"W bearing 300.10 feet to a found 1/2" rebar; thence S00°13'37"E 30.00
feet along the West of right of way line of McKinley Street; thence S89°25'25"W
300.03 feet to a calculated point; thence N00°25'25"W 20.00 feet to the Point of
Beginning.
Containing a total of 0.138 acres



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 16, 2016

SUBJECT: FY2016 NM State Fire Marshal Fire Protection Grant
DEPT. OF ORIGIN: Fire Department
DATE SUBMITTED: May 9, 2016
SUBMITTED BY: Barry Young, Deputy Fire Chief

Summary:

The City of Hobbs Fire Department was awarded a grant in the amount of \$96,089.60 from the NM State Fire Marshal Fire Protection Grant Council. The City of Hobbs Fire Department is responsible for 20% matching funds for this grant, which is \$24,144.40. The vendor of choice for this grant is Artesia Fire Equipment, and pricing for the products being purchased is from the Bernalillo County Fire & Rescue Contract. This contract allows other departments to purchase goods and equipment so long as they are under the same terms and condition contained within the contract.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The total cost of equipment being purchased is \$120,234. \$96,089.60 has been awarded through the grant process, and the remaining \$24,144.40 is contained within the Fire Protection Fund. There will be no impact to the general fund for this purchase. All monies will come solely from the Fire Protection Fund.

Attachments:

- 1. Grant Award
2. Approval of Specifications
3. Artesia Fire Equipment Quote
4. Bernalillo County Contract authorization letter

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Approval for City of Hobbs Fire Department to purchase SCBA equipment from Artesia Fire Equipment, Inc. utilizing the Bernalillo County contract.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 KAREN L. MONTOYA, CHAIRWOMAN
DISTRICT 2 PATRICK H. LYONS
DISTRICT 3 VALERIE ESPINOZA
DISTRICT 4 LYNDA LOVEJOY, VICE CHAIR
DISTRICT 5 SANDY JONES



P.O. Box 1269
1120 Paseo de Peralta
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION

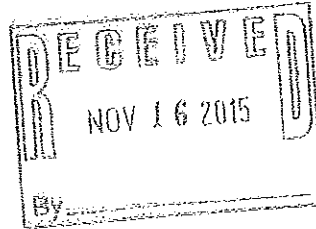
John C. Standefer, Fire Marshal
1-800-244-6702 (In-state only)
(505) 476-0174
Fax: (505) 476-0100

INTERIM CHIEF OF STAFF

Andrea Delling

November 10, 2015

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



Ref: New Mexico Fire Protection Grant Council Award Notice

Dear Mayor Cobb:

Congratulations! Your grant application on behalf of the Hobbs Fire Department for SCBA has been reviewed and an award has been granted.

Over 140 grant applications were submitted and over \$22 million in needs were considered. The Hobbs Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. A voucher in the amount of \$96,089.60 for the purchase of the approved request will be processed following the February 1, 2016 deadline for project specifications approval.

The specifications for the approved equipment must be reviewed and approved by this office before February 1, 2016 and prior to encumbering any funds. The equipment purchased with this grant shall meet the requirements of the latest Editions of NFPA.

The deadline to encumber the money by contract with the vendor is May 15, 2016. If the bid amount exceeds the awarded amount plus the 20% required matching amount, the additional cost shall be the responsibility of the local government. If the specified equipment may be purchased for less than the grant amount plus the 20% matching amount, the remaining money shall be returned to the grant fund. All equipment purchased with grant funds must be inspected by this office upon receipt and the attached Project Close-Out Checklist completed and submitted immediately thereafter.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission to make changes to their projects. Project modifications must be requested in writing, and the modification shall not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact Vernon Muller, Deputy Fire Marshal; Fire Service Support Bureau at (505) 476-0165.

Sincerely,

Handwritten signature of John C. Standefer.

John C. Standefer
State Fire Marshal

Sincerely,

Handwritten signature of Norma Jean Valdez.

Norma Jean Valdez
Grant Council Chairwoman

xc: Chief
Commissioners

1 888 4 ASK PRC
www.nmprc.state.nm.us

cc: Chief Enriquez
J. Mulphy
T Spears



Working for You!

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 KAREN L. MONTOYA, VICE CHAIR
DISTRICT 2 PATRICK H. LYONS
DISTRICT 3 VALERIE ESPINOZA, CHAIRPERSON
DISTRICT 4 LYNDA LOVEJOY
DISTRICT 5 SANDY JONES



P.O. Box 1269
1120 Paseo de Peralta
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION
John C. Standefer, Fire Marshal
1-800-244-6702 (In-state only)
(505) 476-0174
Fax: (505) 476-0100

INTERIM ACTING CHIEF OF STAFF
Andrea Delling

February 2, 2016

Barry Young
200 E. Broadway
Hobbs, NM 88240

Dear Barry:

The specifications you submitted on January 29, 2016 for the Purchase of SCBA's have been reviewed and are approved. The **Hobbs Fire Department** is authorized to use fire protection Grant Fund monies for the purchase of these items.

If there are any major changes in the specifications that are made prior to bidding procedures, this office must approve the changes or this authorization of expenditure shall be rendered null and void.

For future references, please be reminded that all purchases shall be accomplished in accordance with the policies and guidelines of your governing body, the provisions of the Public Purchase Act, and as approved by the New Mexico Department of Finance and Administration.

If you have any question with this report please do not hesitate to contact me at 505-670-5488.

Sincerely,

A handwritten signature in black ink, appearing to read "Derrick Rodriguez".

Derrick Rodriguez
Fire Department Inspector

XC Vernon Muller, Deputy State Fire Marshal

File

1 888 4 ASK PRC
www.nmprc.state.nm.us



Working for You!

Artesia Fire Equipment, Inc.

Quotation

PO Box 1367
 1014 S. First St.
 Artesia, NM 88210

DATE	Quote NO.
4/14/2016	16412

Phone# 800-748-2076 Art. / 888-477-9055 Alb.

NAME / ADDRESS
Hobbs, City of, Finance Dept. ATTN: ACCOUNTS PAYABLE 200 E Broadway HOBBS, N.M. 88240 Fire Dept. Fax: 575-397-9331

SHIPPING ADDRESS
Hobbs Fire & AMBULANCE - 301 E. White Hobbs, N.M. 88240

PRICES MAY CHANGE AFTER: 4/29/2016

ATTENTION:	CUSTOMER REF. NO.	REP	FOB	TERMS	
James Nelson		Ronny	DESTINATION	Net 30	
ITEM	DESCRIPTION	QTY	EACH	Availability	TOTAL
SC-804722-01	804722-01 SCOTT 4500 PSI, 45 MINUTE CARBON CYLINDER WITH VALVE	34	927.00		31,518.00
SC-200077-50	200077-50 SCOTT REGULATOR ASSEMBLY, 2013, QD	60	1,151.00		69,060.00
SC-201215-04	201215-04 SCOTT AV-3000 HT SMALL FACEPIECE WITH KEVLAR HEADNET, W/RT SIDE COMMUNICATION BRACKET	10	252.00		2,520.00
SC-201215-05	201215-05 SCOTT AV-3000 HT MEDIUM WITH KEVLAR HEADNET, W/RT SIDE COMMUNICATION BRACKET	52	252.00		13,104.00
SC-201215-06	201215-06 SCOTT AV-3000 HT LARGE WITH KEVLAR HEADNET, W/RT SIDE COMMUNICATION BRACKET	16	252.00		4,032.00
<i>Request NM In-State Bidder's Preference- #L0185569600</i>			TOTAL		\$120,234.00

Late payment charges shall be paid on the unpaid balance due at the rate of 1.5% /month as per NMSA 13-1-158.

SIGNATURE _____

April 1, 2016

Hobbs Fire Department
Attn: James Nelson
301 E. White
Hobbs, NM 88240

Subject: Contract Purchasing

Artesia Fire Equipment, Inc. is pleased to have the award for the Contract for Bernalillo County Fire & Rescue for Firefighting and Apparatus Equipment and Parts. The Contract/Bid No. is RFB #0045-13-CS.

Please note Page 1 of the "Agreement", Item #3 "Use of Contract", **With the consent of the Contractor, other Central Purchasing Departments (NMSA 1978 #13-1-129) may purchase under this Agreement, provided that the goods and related services are under same terms and conditions as stated herein, unless a lower price is agreed to between the Central Purchasing Department and The Contractor."**

Please accept this letter as authorization for *City of Hobbs* to utilize the Contract.

We have been awarded the complete Contract, including Equipment and Parts items, Support Service (labor) and Discounts off Manufacturer's Catalog Prices.

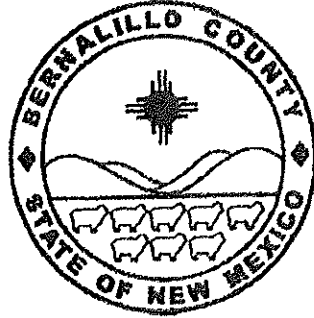
We look forward to providing *City of Hobbs* with the highest quality equipment and service available to the fire service in New Mexico.

Thank you for the opportunity to be of service. Please feel free to contact us should you have any questions.

Sincerely,

Ronny Davis, Manager
Artesia Fire Equipment, Inc.

COUNTY OF BERNALILLO
STATE OF NEW MEXICO



INVITES YOUR FIRM TO OFFER A BID ON:

RFB# 0045-13-CS

FIREFIGHTING EQUIPMENT, APPARATUS AND PARTS

AS SPECIFIED IN THE ATTACHED BID DOCUMENTS.

Sealed bids will be received until 2:00 p.m. local time on April 17, 2013

Bernalillo County Purchasing Department, Room 10010
One Civic Plaza NW, 10th Floor
Albuquerque, NM 87102

Artesia Fire Equipment, Inc.
FIRM NAME

7011 Huseman Pl. SW
STREET ADDRESS/P.O. BOX

PO Box 1367

Albuquerque, N.M. 87121
CITY, STATE, ZIP CODE

Artesia, NM 88211

505-877-9055
TELEPHONE NUMBER

Glenda@artesiafire.com
E-MAIL ADDRESS

505-452-2666
FAX NUMBER

PRICE AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of May, 2013, by and between the County of Bernalillo, New Mexico, a political subdivision in the State of New Mexico, (hereinafter referred to as the "County"), and Artesia Fire Equipment, Inc., (hereinafter referred to as the "Contractor").

WITNESSED:

WHEREAS, the County issued a Request for Bids for Firefighting Equipment, Apparatus and Parts, RFB No. 0045-13-CS, attached hereto as Exhibit A; and

WHEREAS, the Contractor submitted its Bid, dated April 17, 2013, in response to RFB No. 0045-13-CS, attached hereto as Exhibit B; and

WHEREAS, the County desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Work

As set forth in the Scope of Work section of RFB No. 0045-13-CS attached hereto as Exhibit A and as supplemented by Exhibit B both of which are incorporated herein by reference and made a part of this Agreement the Contractor shall provide Firefighting Equipment, Apparatus and Parts and render related services to the County.

2. Term

This Agreement shall become effective upon the date of final execution and shall continue for a four (4) year period unless terminated by either party pursuant to the termination provisions contained in this Agreement.

3. Use of Contract

With the consent of the Contractor, other Central Purchasing Departments (NMSA 1978, §13-1-129) may purchase under this Agreement, provided that the goods are under the same terms and conditions as stated herein, unless a lower price is agreed to between the Central Purchasing Department and the Contractor.

4. Termination for Cause

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, agreements or stipulations of any part of this Agreement, the County shall have the right to cancel the Agreement. The County reserves the right to recover any excess cost incurred by the repurchase by deduction from an unpaid balance due to the Contractor, or any other legal method. Cancellation shall be done by giving written Notice of Cancellation to the Contractor. The Notice of Cancellation shall include the effective date of cancellation.

The official address of the County is:
Bernalillo County Purchasing Department
One Civic Plaza NW, Room 10010
Albuquerque, NM 87102

The official address of the Contractor is:
Artesia Fire Equipment
7011 Huseman Pl. SW
Albuquerque, NM 87121

5. Termination for Lack of Appropriations

The terms of this Agreement are contingent upon the County Commission making the appropriations and authorizations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the County Commission, this Agreement shall terminate upon written notice being given by the County to the Contractor. The County decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 16, 2016

SUBJECT: AWARD BID No 1541-16 FOR HWLC AND RR CORRIDOR IMPROVEMENTS PROJECT
DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: 5-10-16
SUBMITTED BY: Todd Randall, City Engineer

Summary:

Bids were opened at 2:00 PM on Tuesday, May 3, 2016 for the HWLC and RR Corridor Improvements Project. The project consists of installing an earthen channel and concrete box culverts with appurtenances from Millen Drive near the railroad, running parallel to Lovington Highway to the existing retention/detention pond located west of the railroad.

An advertisement was placed in the local newspaper. Five bids were submitted.

<u>Contractor</u>	<u>Total Bid Price</u>
Abraham's Construction, Inc.	\$1,658,990.00
Constructors, Inc.	\$1,531,875.00
Entrench, Inc.	\$ 929,209.00
J&H Services	\$ 965,505.90
Smithco Construction, Inc.	\$ 827,490.00

Smithco Construction, Inc. is the lowest bidder. There was a technical irregularity in Smithco Bid, which was the signatory page submitted was the original from the bidding documents. An addendum was issued to change the bid opening date and a new signature page issued to reflect the date change for the bid opening. Smithco did reflect the bid opening date change on the original bid form. Finance Dept and Legal Dept have reviewed and made the determination that this could be considered a Technical Irregularity by the City Commission.

Smithco is properly licensed and their registration with the NMDWS is current. Smithco is currently constructing the effluent project for the City of Hobbs to Rockwind Community Links.

In accordance with the above narrative, it is the recommendation of the Engineering Department that the bid for construction of the project be awarded to Smithco Construction, Inc., as low bidder in the amount of \$827,490.00 (not including GRT).

Fiscal Impact:

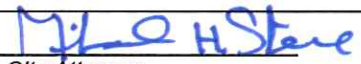
Reviewed By: 
Finance Department

Admin / Testing / Other:	\$50,000
Construction Cost:	\$827,490 (not including GRT)
Total Cost:	\$933,862.76 (including GRT)
Amount Budgeted:	\$3,700,000.00 (44-4044-44901-00200 – HWLC Offsite Infrastructure)

*NOTE: This project is one of three off-site improvements associated with the Suerte Development Agreement and off-site improvement to the HWLC.

Attachments: Bid Tabulation Sheet / Smithco Construction Inc. Bid Docs

Legal Review:

Approved As To Form: 
City Attorney

Recommendation: Commission Consideration to Award the HWLC and RR Corridor Improvements Project to Smithco Construction, Inc.

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. _____

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
CONSTRUCTION OF

HWLC AND RR CORRIDOR
DRAINAGE IMPROVEMENTS
PROJECT



BID NO 1541-16

CITY OF HOBBS
ENGINEERING DEPARTMENT
200 E. BROADWAY ST.
HOBBS, NM 88240
575-397-9232 BUS
575-397-9227 FAX

ENGINEER
the ROSS GROUP
410 N. DAL PASO
HOBBS, NM 88240
575-392-7918 BUS
575-392-9114 FAX

SECTION 3 - BID FORM (Unit Price Contract)

Bid No. 1541-16

PLACE: City of Hobbs Purchasing Agent
200 E. Broadway
Hobbs, New Mexico 88240

DATE: 4-28-16

Bid of Smithco Construction, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of NM to the City of Hobbs (hereinafter called "OWNER").

HWLC and RR CORRIDOR DRAINAGE IMPROVEMENTS PROJECT

Gentlemen:

The Bidder, in compliance with your invitation for bids for construction of the HWLC and RR CORRIDOR DRAINAGE IMPROVEMENTS PROJECT, having examined the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of labor, hereby proposes to furnish all materials, labor, and equipment, within the time set therein, at the prices stated below in accordance with the following:

1. Advertisement for bids dated March 31, 2016.
2. New Mexico Standard Specifications for Public Works Construction, 2006 Edition
3. The contract documents, including General Conditions, Project Description, Special Conditions, Construction Procedures and Sequencing, and Technical and Supplemental Specifications as prepared by the City of Hobbs.
4. Construction Plans and Specifications as prepared by the Ross Group.

All of which are incorporated herein and made a part hereof. The following prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to proceed by the Owner and to fully complete the project within time frame specified in Section 7 – Contract. Bidder further agrees to pay as liquidated damages, as stated in Section 7 – Contract.

Bidder agrees to perform all of the work described in the Specifications and shown on the plans for the following unit prices. Each item must be bid. The cost of any work added or deducted from the following estimated quantities shall be computed at the unit prices bid.

ITEM	DESCRIPTION	BID QUANTITY	UNITS	UNIT PRICE	BID AMOUNT
1	CLEARING AND GRUBBING, COMPLETE IN PLACE.	4	Acre	650	2,600
2	REMOVAL OF EXISTING PAVEMENT AND CONCRETE AT MILLEN INTERSECTION FOR CONSTRUCTION OF CONCRETE TRENCH GRATE CULVERT, PORTLAND CEMENT CONCRETE PAVEMENT, 24" VALLEY GUTTER, RIBBON CURB, SIDEWALK AND PAVEMENT PATCHES, COMPLETE IN PLACE.	1	LUMP SUM	2,500	2,500
3	CONSTRUCTION OF CONCRETE TRENCH GRATE CULVERT, COMPLETE IN PLACE (90 LF TOTAL TOP LENGTH, 68 LF OF NEENAH R-4999-LX TYPE C WITH PERMA GRIP SURFACE GRATE AND 22 LF OF TYPE D (SOLID CHECKERED TOP FOR PEDESTRIAN AREAS), AND 102 LF OF CONCRETE TRENCH AS SHOWN ON PLANS WITH 6 FT. TAPER ON EACH END), COMPLETE IN PLACE.	1	LUMP SUM	45,000	45,000
4	10" PORTLAND CEMENT CONCRETE PAVEMENT, COMPLETE IN PLACE.	315	SQUARE YARD	100	31,500

ITEM	DESCRIPTION	BID QUANTITY	UNITS	UNIT PRICE	BID AMOUNT
5	PAVEMENT PATCH IN MILLEN, 4" HOT-MIX, PRIME COAT AND 8" BASE COURSE WITH PREPARED SUBGRADE AND SAWCUT EDGES, COMPLETE IN PLACE. (QUANTITIES ALLOW FOR 5' WIDE PATCH ADJACENT TO CONCRETE PAVEMENT.)	85	SQUARE YARD	90	7,650
6	PAVEMENT PATCH IN LEA COUNTY EVENT CENTER PARKING LOT, 2" HOT-MIX, PRIME COAT AND 6" BASE COURSE WITH PREPARED SUBGRADE AND SAWCUT EDGES, COMPLETE IN PLACE.	85	SQUARE YARD	55	4,675
7	24" CONCRETE RIBBON CURB IN MILLEN ON SOUTH SIDE, COMPLETE IN PLACE.	100	LINEAR FEET	30	3,000
8	24" CONCRETE VALLEY GUTTER, IN LEA CO. EVENT CENTER PARKING LOT, COMPLETE IN PLACE.	20	LINEAR FEET	50	1,000
9	4" CONCRETE SIDEWALK, COMPLETE IN PLACE, (LOCATED ALONG SOUTH SIDE MILLEN, 10' WIDE FOR 50' EAST AND WEST OF CONCRETE TRENCH GRATE)	112	SQUARE YARD	40	4,480
10	CONCRETE ADJUSTMENT FOR EXISTING WATER VALVE, COMPLETE IN PLACE	1	EACH	550	550

ITEM	DESCRIPTION	BID QUANTITY	UNITS	UNIT PRICE	BID AMOUNT
11	EARTHEN CHANNEL CONSTRUCTION, COMPLETE IN PLACE.	2,042	LINEAR FEET	30	61,260
12	PAVED CHANNEL, 6" BASE COURSE, PRIME COAT AND 1 1/2" HOT-MIX, COMPLTE IN PLACE.	950	SQUARE YARD	55	52,250
13	CONCRETE CHANNEL, 6" BASE COURSE WITH 6" CONCRETE PAVEMENT, COMPLETE IN PLACE.	240	SQUARE YARD	75	18,000
14	6" CONCRETE PAVEMENT AROUND INLET BOX, COMPLETE IN PLACE.	163	SQUARE YARD	75	12,225
15	INLET BOX (EARTH CHANNEL TO CONCRETE BOX CULVERTS), COMPLETE IN PLACE.	1	LUMP SUM	20,000	20,000
16	HANSON PRE-CAST BOX CULVERT, 7' SPAN X 3' RISE WITH 8" WALLS OR OWNER SELECTED ALTERNATE, COMPLETE IN PLACE	912	LINEAR FEET	450	410,400
17	24" CORRUGATED POLY DRAIN PIPE (FUTURE ROADWAY CURB INLET CONNECTIONS), INSTALLED 2" ABOVE NATURAL GRADE WITH END CAPS, COMPLETE IN PLACE.	2	EACH	950	1,900

ITEM	DESCRIPTION	BID QUANTITY	UNITS	UNIT PRICE	BID AMOUNT
18	CONCRETE HEADWALL/WINGWALL. COMPLETE IN PLACE.	1	LUMP SUM	20,000	20,000
19	CONTECH ARMOUR LOCH 3510 EROSION CONTROL OR OWNER SELECTED ALTERNATE, COMPLETE IN PLACE.	790	SQUARE YARD	100	79,000
20	CONTECH ARMOUR WEDGE EROSION CONTROL OR OWNER SELECTED ALTERNATE, COMPLETE IN PLACE.	180	SQUARE YARD	150	27,000
21	DITCH SEEDING – USING GRASS SEED DRILL. Seed per Acre: 20# of Buffalo Grass Seed, 5# of Blue Grama Seed and 3# Side Oats Grama Seed. Fertilizer per Acre: 200# of 23-2-0. (Solid Rock need not be seeded, Engineer shall determine final seeding area.)	3	ACRE	2,500	7,500
22	TRAFFIC CONTROL PLAN, COMPLETE IN PLACE.	1	LUMP SUM	7,500	7,500
23	CONSTRUCTION STAKING BY THE CONTRACTOR. Control Points provided by Owner.	1	LUMP SUM	7,500	7,500

TOTAL BID AMOUNT \$ 827,490⁰⁰

New Mexico Gross Receipts Tax will be added to total bid price at the time of billing. Do not add New Mexico Gross Receipts Tax to the total bid price shown above.

Bid Guarantee shall be 5% of the Total Bid Price.

New Mexico Gross Receipts Tax will be added to total bid price at the time of billing. Do not add New Mexico Gross Receipts Tax to the total bid price shown above.

Bid Guarantee shall be 5% of the Total Bid Price.

Receipt of Addenda to be acknowledged

Addendum No. 1 Date 4-15-16
Addendum No. 2 Date 4-27-16
Addendum No. 3 Date 4-27-16
Addendum No. 4 Date 4-29-16
Addendum No. _____ Date _____

Bids will be opened ~~APRIL 21~~ ^{May 3} 21, 2016, Hobbs City Hall, New Mexico.

The Bid is hereby respectfully submitted by:

Smithco Construction, Inc.

Name of Bidder,

Kenneth P. Smith

4-21-16

By (Signature)

Date

(SEAL) if Bid is by Corp.

Kenneth P. Smith, Jr., President

Printed Name & Title

New Mexico Contractor's
License Number

56580

6 King Canyon Loop

Address

Caballo, NM

City & State

Zip

87931

Department of Workforce
Solutions Registration No.

00233472011003

575-894-6161

Telephone Number

License Classifications

GA98 GB98

GF2, GF4, GF9

MM1, MM2

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT CONTRACTOR CERTIFICATE

Issued to: SMITHCO CONSTRUCTION, INC.
DBA: SMITHCO CONSTRUCTION, INC.
PO BOX 2
CABALLO, NM 87931-0002

Expires: **07-Jan-2018**

Certificate Number:

L0309254096



Demesia Padilla, CPA, Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

STATE OF NEW MEXICO

CONSTRUCTION INDUSTRIES DIVISION

SMITHCO CONSTRUCTION, INC.

LICENSE NUMBER

56580

Qualifying Party(S)

**SMITH JR. KENNETH
SMITH KENNETH P.**

EXPIRES

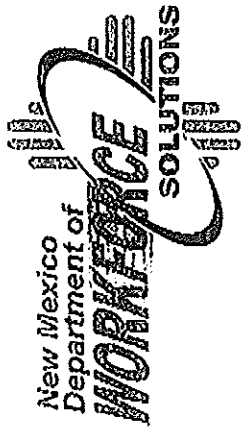
01/31/2018

CLASSIFICATION(S)

**CA98, GB98, GF02, GF04
GF09, MM01, MM02**



DIRECTOR



Certificate of Public Works Registration

SMITHCO CONSTRUCTION INC

Registration Date: 9/18/2014

BOX45

Expiration Date: 10/3/2016

CABALLO, NM 87931

Registration Number: 0023347201111003

This certifies that the above company may participate in Public Works Projects.

The company has provided payment into the Labor Enforcement Fund and is in good standing.

LIST OF SUBCONTRACTORS

1. To be fully executed and included with bid as a condition of the bid.
2. The listing threshold is \$5,000.00 or one half of one percent of the total project cost whichever is greatest.

<u>Nature of work</u>	<u>SubContractor Name</u>	<u>Location of Business</u>

Note:
1. A Contractor or SubContractor that submits a bid valued at more than sixty thousand dollars (\$60,000.00) for a public works project that is subject to the Public Works Minimum Wage Act [13-4-10 NMSA 1978] shall be registered with the labor and industrial division of the labor department. All tiers of SubContractors shall be subject to the requirements of this subsection.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation

expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature _____

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.



Signature

4-21-16

Date

President

Title (Position)

Veterans Preference Certification

N/A

(Name of Business) hereby certifies the following in regard to application of the resident veteran preference to this formal request for proposals process:

Please check one box only:

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 ending December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be."

"I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime."

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representation made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven incorrect.

SECTION 4 - BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, ^{Travelers Casualty and Surety} ~~Company of America~~, as surety are held and firmly bound unto the City of Hobbs, a New Mexico municipal corporation, Lea County, New Mexico, hereinafter called the OWNER, in the penal sum of Five Percent of Bid Dollars (\$ 5%) Lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has submitted the Accompanying Bid, dated April 21, _____, 2016, to the City of Hobbs, New Mexico, for:

HWLC and RR CORRIDOR DRAINAGE IMPROVEMENTS PROJECT

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period therein after the opening of the same or, if no period be specified, within forty-five (45) days after the said opening, and shall within the period specified therefore, or if no period be specified within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a Written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said bid within the period specified, if the Principal shall pay the Owner the difference between the amount specified in said Bid and the amount for which the Owner may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 21st day of April, 2016, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative pursuant to authority of its governing body.

In presence of:

(Individual Principal) (SEAL) (Business Address)

(Partnership) (SEAL) (Business Address)

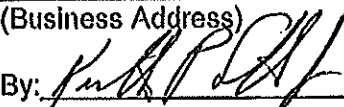
ATTEST: _____

Affix
Corporate
Seal

By: Smithco Construction, Inc.
(Corporate Principal)

6 King Canyon Loop
Caballo, NM 87931

(Business Address)

By: 
Kenneth P. Smith, Jr., President

ATTEST: 

Affix
Corporate
Seal

Travelers Casualty and Surety
Company of America
(Corporate Surety)

By: 
Dick Minick, Attorney-in-Fact

COUNTERSIGNED:

By: 

Attorney-in-Fact, State of New Mexico

Power-of-Attorney for person signing for Surety Company must be attached to bond.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225814

Certificate No. 006498164

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Dick Minick

of the City of Albuquerque, State of New Mexico, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of September, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 14th day of September, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of April, 2016.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

HWLC and RR Corridor Drainage Improvements Project - Bid Tabulation Sheet

ITEM NO.	DESCRIPTION	UNIT	QTY	Abraham's Construction, Inc.		Constructors, Inc.		Entrench, Inc.		J&H Services		Smithco Construction, Inc.	
				UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
1	CLEARING AND GRUBBING, COMPLETE IN PLACE.	Acres	4	\$25,000.00	100,000.00	\$3,000.00	12,000.00	\$1,250.00	5,000.00	\$750.00	3,000.00	\$50.00	2,000.00
2	REMOVAL OF EXISTING PAVEMENT AND CONCRETE AT MILLEN INTERSECTION FOR CONSTRUCTION OF CONCRETE TRENCH GRATE CULVERT, PORTLAND CEMENT CONCRETE PAVEMENT 2" VALLEY GUTTER, RIBBON CURB, SIDEWALK AND PAVEMENT PATCHES, COMPLETE IN PLACE.	LS	1	\$136,000.00	136,000.00	\$15,000.00	15,000.00	\$20,000.00	20,000.00	\$5,955.00	5,955.00	\$2,500.00	2,500.00
3	CONSTRUCTION OF CONCRETE TRENCH GRATE CULVERT, COMPLETE IN PLACE (90' LF TOTAL TOP LENGTH, 60' LF OF NEMA8 R-4890-LX TYPE C WITH PERMA GRIP SURFACE GRATE AND 22' LF OF TYPE D (SOLID CHECKERED TOP FOR PEDESTRIAN AREAS), AND 102' LF OF CONCRETE TRENCH AS SHOWN ON PLANS WITH 6 FT. TAPER ON EACH END), COMPLETE IN PLACE.	LS	1	\$152,000.00	152,000.00	\$50,000.00	50,000.00	\$40,000.00	40,000.00	\$58,485.00	58,485.00	\$45,000.00	45,000.00
4	10" PORTLAND CEMENT CONCRETE PAVEMENT, COMPLETE IN PLACE.	SY	315	\$150.00	47,250.00	\$130.00	40,950.00	\$135.00	42,525.00	\$120.20	37,863.00	\$100.00	31,500.00
5	PAVEMENT PATCH IN MILLEN, 4" HOT-MIX, PRIME COAT AND 8" BASE COURSE WITH PREPARED SUBGRADE AND SAWCUT EDGES, COMPLETE IN PLACE. QUANTITIES ALLOW FOR 8' WIDE PATCH ADJACENT TO CONCRETE PAVEMENT.	SY	85	\$100.00	8,500.00	\$85.00	7,225.00	\$82.00	6,970.00	\$97.50	8,287.50	\$90.00	7,650.00
6	PAVEMENT PATCH IN LEA COUNTY EVENT CENTER PARKING LOT, 2" HOT-MIX, PRIME COAT AND 6" BASE COURSE WITH PREPARED SUBGRADE AND SAWCUT EDGES, COMPLETE IN PLACE.	SY	85	\$80.00	6,800.00	\$85.00	7,225.00	\$65.00	5,525.00	\$43.90	3,731.50	\$55.00	4,675.00
7	24" CONCRETE RIBBON CURB IN MILLEN ON SOUTH SIDE, COMPLETE IN PLACE.	LF	100	\$80.00	8,000.00	\$80.00	8,000.00	\$71.00	7,100.00	\$33.00	3,300.00	\$30.00	3,000.00
8	24" CONCRETE VALLEY GUTTER IN LEA CO. EVENT CENTER PARKING LOT, COMPLETE IN PLACE.	LF	20	\$80.00	1,600.00	\$80.00	1,600.00	\$85.00	1,700.00	\$28.25	565.00	\$50.00	1,000.00
9	4" CONCRETE SIDEWALK, COMPLETE IN PLACE, LOCATED ALONG SOUTH SIDE MILLEN, 10' WIDE FOR SR EAST AND WEST OF CONCRETE TRENCH GRATE.	SY	112	\$70.00	7,840.00	\$65.00	7,280.00	\$70.00	7,840.00	\$68.35	7,653.20	\$40.00	4,480.00
10	CONCRETE ADJUSTMENT FOR EXISTING WATER VALVE, COMPLETE IN PLACE.	EA	1	\$1,000.00	1,000.00	\$500.00	500.00	\$650.00	650.00	\$305.00	305.00	\$550.00	550.00
11	EARTHEN CHANNEL CONSTRUCTION, COMPLETE IN PLACE.	LF	2042	\$180.00	367,560.00	\$55.00	112,310.00	\$32.00	65,344.00	\$10.25	20,922.50	\$30.00	61,260.00
12	PAVED CHANNEL, 6" BASE COURSE, PRIME COAT AND 1 1/2" HOT-MIX, COMPLETE IN PLACE.	SY	950	\$55.00	52,250.00	\$30.00	28,500.00	\$60.00	57,000.00	\$38.28	36,366.00	\$55.00	52,250.00
13	CONCRETE CHANNEL, 6" BASE COURSE WITH 6" CONCRETE PAVEMENT, COMPLETE IN PLACE.	SY	240	\$130.00	31,200.00	\$90.00	21,600.00	\$105.00	25,200.00	\$104.15	24,996.00	\$75.00	18,000.00
14	6" CONCRETE PAVEMENT AROUND INLET BOX, COMPLETE IN PLACE.	SY	163	\$160.00	26,080.00	\$145.00	23,635.00	\$88.00	13,855.00	\$156.50	25,509.50	\$75.00	12,225.00
15	INLET BOX (EARTH CHANNEL, TO CONCRETE BOX CULVERTS), COMPLETE IN PLACE.	LS	1	\$30,000.00	30,000.00	\$45,000.00	45,000.00	\$45,000.00	45,000.00	\$50,820.00	50,820.00	\$20,000.00	20,000.00
16	HANSON PRE-CAST BOX CULVERT, 7' SPAN X 3' RISE WITH 8" WALLS OR OWNER SELECTED ALTERNATE, COMPLETE IN PLACE.	LF	912	\$500.00	456,000.00	\$1,000.00	912,000.00	\$425.00	387,600.00	\$481.00	439,219.20	\$450.00	410,400.00
17	24" CORRUGATED POLY DRAIN PIPE (FUTURE ROADWAY CURB INLET CONNECTIONS), INSTALLED 2" ABOVE NATURAL GRADE WITH END CAPS, COMPLETE IN PLACE.	EA	2	\$1,000.00	2,000.00	\$880.00	1,760.00	\$1,600.00	3,200.00	\$905.00	1,810.00	\$950.00	1,900.00
18	CONCRETE HEADWALL/WINGWALL, COMPLETE IN PLACE.	LS	1	\$30,000.00	30,000.00	\$98,000.00	98,000.00	\$20,000.00	20,000.00	\$58,030.00	58,030.00	\$20,000.00	20,000.00
19	CONCRETE RIBBON CURB WITH EROSION CONTROL OR OWNER SELECTED ALTERNATE, COMPLETE IN PLACE.	SY	790	\$45.00	35,550.00	\$85.00	67,150.00	\$155.00	122,450.00	\$111.45	88,045.50	\$100.00	79,000.00
20	CONCRETE RIBBON CURB WITH EROSION CONTROL OR OWNER SELECTED ALTERNATE, COMPLETE IN PLACE.	SY	180	\$32.00	5,760.00	\$130.00	23,400.00	\$185.00	33,300.00	\$172.50	31,050.00	\$150.00	27,000.00
21	DIRT SEEDING - USING GRASS SEED DRILL. Seed per Acre: 20# of Burling Grass Seed, 5# of Blue Grama Seed and 3# Silo Oats Grass Seed. Fertilizer per Acre: 20# of 23-2-9. (Soil Rock tested not so seeded. Employer shall determine final seeding area).	Acres	3	\$10,000.00	30,000.00	\$1,600.00	4,800.00	\$2,150.00	6,450.00	\$3,450.00	10,350.00	\$2,500.00	7,500.00
22	TRAFFIC CONTROL PLAN, COMPLETE IN PLACE.	LS	1	\$30,000.00	30,000.00	\$28,000.00	28,000.00	\$7,500.00	7,500.00	\$15,795.00	15,795.00	\$7,500.00	7,500.00
23	CONSTRUCTION STAKING BY THE CONTRACTOR, Control Points provided by Owner.	LS	1	\$30,000.00	30,000.00	\$28,500.00	28,500.00	\$10,000.00	10,000.00	\$13,235.00	13,235.00	\$7,500.00	7,500.00
TOTAL BID PRICE				\$ 1,658,990.00	\$ 1,531,875.00	\$ 929,209.00	\$ 965,505.90	\$ 827,490.00					