

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

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

City Manager

Manny Gomez

January 18, 2022



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

Tuesday, January 18, 2022 - 6:00 p.m.

Sam D. Cobb, Mayor

R. Finn Smith
Commissioner – District 1

Joseph D. Calderón
Commissioner – District 4

Christopher R. Mills
Commissioner – District 2

Dwayne Penick
Commissioner – District 5

Larron B. Fields
Commissioner – District 3

Don R. Gerth
Commissioner – District 6

This meeting is open to the public to attend. Members of the public are asked to wear a face mask and follow social distancing guidelines. The public is invited to address public comments to the Commission in person at the meeting or submit written comments prior to the meeting. Written comments should be submitted no later than 4:30 p.m. on January 18, 2022, addressed to the City Clerk by email at jfletcher@hobbsnm.org or faxed to (575) 397-9334.

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the January 3, 2022, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Recognition of City Employees - Milestone Service Awards for the Month of January, 2022 (*Manny Gomez, City Manager*)
 - 5 years – Mystica Maldonado, Municipal Court
 - 5 years – Isidro Mora, Hobbs Police Department
 - 5 years – Glenda Valdivia, Public Transportation
 - 10 years – Joseph Meyers, Hobbs Fire Department

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

Due to COVID-19, public comment may be submitted in person or in writing. Written comments should be submitted to the City Clerk at jfletcher@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, January 18, 2022.

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

3. Resolution No. 7148 – Approving the FY 2022 DFA 2nd Quarter Financial Report for Lodgers' Tax (*Toby Spears, Finance Director*)
4. Consideration of Approval of a Memorandum of Agreement Between the City of Hobbs and the City of Eunice Regarding Animals Seized by the City of Eunice and Subsequently Housed at the Hobbs Animal Adoption Center (*August Fons, Acting Police Chief*)
5. Resolution No. 7149 – Authorizing Approval to Submit a Grant Application to the Department of Homeland Security and the Federal Emergency Management Agency for the Staffing for Adequate Fire and Emergency Response Grant (*Barry Young, Fire Chief*)
6. Resolution No. 7150 – Authorizing Approval to Submit an Application to the New Mexico Department of Health EMS Fund Act Local Funding Program for FY 2023 (*Barry Young, Fire Chief*)
7. Consideration of Approval of Bid No. 1591-22 to Furnish Two Specialty Trucks and Recommendation to Reject the Bid (*Bryan Wagner, Parks and Open Spaces Director*)

DISCUSSION

None

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

8. Resolution No. 7151 – Authorizing an Allocation of Lodgers’ Tax Funds for FY 2022 (City of Hobbs Downtown Slam & Jam \$24,610.00; Hobbs Airfield Speedway \$5,050.00; and Hobbs High School Softball Boosters \$7,125.00) *(Toby Spears, Finance Director)*
9. Resolution No. 7152 – Approving Budgetary Adjustment #2 for FY 2021-2022 *(Deborah Corral, Assistant Finance Director)*
10. Resolution No. 7153 - Approving the FY 2022 DFA 2nd Quarter Financial Report *(Deborah Corral, Assistant Finance Director)*
11. Resolution No. 7154 – Rescinding Condemnation Designation of Certain Properties Previously Determined to be Ruined, Damaged, Dilapidated and a Menace to Public Comfort, Health and Safety *(Valerie Chacon, Deputy City Attorney, and Jessica Silva, Code Enforcement Officer)*
12. Consideration of Approval of a Professional Services Agreement with Luke Otero for Lobbying Services *(Efren Cortez, City Attorney)*
13. Consideration of Approval of a Professional Services Agreement with Trujillo Law Group, LLC, for Lobbying Services *(Efren Cortez, City Attorney)*

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

14. Next Meeting Date:
 - City Commission:
Regular Meeting – **Monday, February 7, 2022, at 6:00 p.m.**

ADJOURNMENT

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



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 18, 2022

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: January 10, 2022
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of January 3, 2022

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

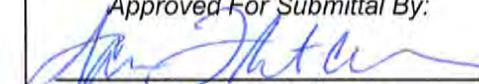
Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director

City Manager

**CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN**

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, January 3, 2022, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also viewable to the public via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

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

Mayor Sam D. Cobb (*telephonically*)
Mayor Pro Tem Joseph D. Calderón
Commissioner R. Finn Smith
Commissioner Christopher Mills
Commissioner Larron B. Fields
Commissioner Don Gerth

Absent: Commissioner Dwayne Penick

Also present: Manny Gomez, City Manager
Efren Cortez, City Attorney
Barry Young, Fire Chief
Kevin Shearer, Battalion Chief
Mark Doporto, Deputy Fire Chief
Shawn Williams, Fire Marshal
August Fons, Acting Police Chief
Jessica Silva, Code Enforcement Officer
Bobby Arther, Municipal Judge
Doug McDaniel, Recreation Director
Bryan Wagner, Parks and Open Spaces Director
Matt Hughes, Rockwind Community Links Superintendent
Nicholas Goulet, Human Resources Director
Selena Estrada, Risk Management
Toby Spears, Finance Director
Kevin Robinson, Development Director
Tim Woomeer, Utilities Director
Ron Roberts, Information Technology Director
Meghan Mooney, Communications Director
Bob Hamilton, Reference Librarian
Julie Nymeyer, Executive Assistant
Sandra Boltshauser, Clerk Record Specialist
Jan Fletcher, City Clerk
5 citizens

Invocation and Pledge of Allegiance

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

Closed Session

Mayor Pro Tem Calderón stated the Commission convened in closed session on Monday, January 3, 2022, at 5:00 p.m., for the discussion of limited personnel matters, specifically the resignation of John Ortolano as Police Chief, and the hiring of a new Police Chief [NMSA 1978, §10-15-1(H)(2)]. The matters discussed in the closed meeting were limited only to that specified above. No action was taken during the meeting.

Approval of Minutes

Commissioner Mills moved the minutes of the regular Commission meeting held on December 20, 2021, be approved as written. Commissioner Smith seconded the motion and the roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb abstain. Mayor Cobb stated he abstained from voting because he did not attend the meeting on December 20, 2021. The motion carried.

Proclamations and Awards of Merit

Public Comments

Due to COVID-19, public comments may be submitted in person or in writing. Written comments should be submitted to the City Clerk at jfletcher@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, December 20, 2021. There were no public comments submitted in writing or in person.

Consent Agenda

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

Resolution No. 7145 – Stating the Reasonable Notice Procedures for the City of Hobbs Pursuant to the New Mexico Open Meetings Act

Resolution No. 7146 – Authorizing the Mayor to Make an Appointment to the Lodgers' Tax Advisory Board

Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolutions are attached and made a part of these minutes.

Discussion

There were no items for discussion.

Action Items

FINAL ADOPTION: Ordinance No. 1139 – Consenting to the Del Norte Heights Annexation of a Portion of Section 16, Township 18 South, Range 38 East, Which is Presently Not Included in the City Limits, as Requested by the Owner of the Property and Recommended by the Planning Board

Kevin Robinson, Development Director, explained the proposed ordinance and stated the Del Norte Heights Annexation area contains +/- 82 acres and is located North and Northwest of the termination of Hermosa Street. Mr. Robinson stated the annexation proposal was presented to the Planning Board at the November 16, 2021 meeting. After review the Planning Board recommended approval to the Commission. Mr. Robinson stated the Commission approved publication of the proposed ordinance on December 6, 2021.

Proper publication having been made, and there being no public comments, Commissioner Smith moved to adopt Ordinance No. 1139 as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the ordinance is attached and made a part of these minutes.

Resolution No. 7147 – Approving the Execution of a Ground Lessor Estoppel Certificate in Favor of Cedars Affordable Senior Housing, LP, Located at 501 West Alto

Mr. Robinson stated on September 17, 1979, per Resolution No. 2178, the municipality entered into a 99-year Lease with Good Samaritan Society, Inc., requiring 501 West Alto to be operated as HUD Section 202 facilities; affordable housing with supportive services for the elderly. Mr. Robinson stated on November 13, 2012, per Resolution No. 5920, the lease was assigned to Lea County Good Samaritan Housing, Inc., who subsequently is proposing to assign the same to Cedars Affordable Senior Housing, LP, a California limited partnership. He explained the Estoppel Certificate and stated execution of the certificate is required as part of the leasehold purchase agreement between Lea County Good Samaritan Housing, Inc. and Cedars Affordable Senior Housing, LP. Additional documents to effectuate the conveyance of the leasehold interest of Lea County Good Samaritan Housing, Inc., to Cedars Affordable Senior Housing, LP, may be required. Mr. Robinson stated if the resolution is adopted, it will authorize the Mayor to execute the Estoppel Certificate and any other documents that may be required to be executed by the lessor to facilitate the conveyance of the leasehold interest, providing all fee-simple rights currently held by the public are not diminished.

In response to Commissioner Smith's question, Mr. Robinson stated the lease will remain the same and will provide the same services. Mr. Robinson stated the lease is reviewed by HUD Section 22 and the lessor must remain compliant with HUD requirements. He stated the property remains a low income managed care facility for HUD Section 202.

In response to Mayor Pro Tem Calderón, Mr. Robinson stated the Parkside Terrace Apartments are low income housing tax credit apartments. Mr. Robinson stated they are different components from the apartments being discussed tonight, as the Cedar Affordable Senior Housing is senior care housing.

There being no further discussion, Commissioner Gerth moved to approve Resolution No. 7147 as presented. Commissioner Smith seconded the motion and the roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration of Approval of the Paid Time Off (PTO) Payout for Calendar Year 2021

Mr. Toby Spears, Finance Director, presented the Paid Time Off (PTO) payout to the Commission for the year. He stated Section 2.56 of the Hobbs Municipal Code, Article 8 sets the PTO cap at 320 hours for all general employees and 456 hours for all fire department employees. It also allows police the option to buy down to 320 from their 456 cap. At the end of the calendar year, any employee who is over his/her PTO cap shall be paid for every hour over his/her PTO cap. Mr. Spears stated if the City's general fund cash reserve balance dips below 20% at the end of a fiscal year, the City may elect to increase the caps until the following year in which general fund cash reserve is above 20%. Mr. Spears stated the budgeted general fund reserve after Budget Adjustment #1 is currently 47%. He stated the City would like to proceed with the PTO payout for the current calendar year. The payout amount will be between \$209,344.62 and \$225,682.01 depending on the potential police buy down options.

In response to Commissioner Fields questions, Mr. Spears stated the City started the buy out for PTO in 2012 or 2013. He also stated that paying unused PTO over the cap of 320 helps keep down the City's financial liability.

There being no further discussion, Commissioner Fields moved to approve the PTO payout for calendar year 2021 as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached and made a part of these minutes

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Mayor Pro Tem Calderón stated the next regular Commission meeting will be held on Tuesday, January 18, 2022, at 6:00 p.m., due to the Martin Luther King Holiday.

City Manager Gomez reminded everyone of Candidate Filing Day in the Municipal Clerks Office on Tuesday, January 4, 2021, from 9:00 a.m. to 5:00 p.m.

City Manager Gomez stated there will be an Open House at Rockwind Community Links on January 6, 2022, for staff to give an overview of the 2021 year and the outlook for 2022. Mr. Gomez expressed appreciation to Ben Kirkes and Doug McDaniel for their leadership at the Rockwind Community Links.

Commissioner Gerth wished everyone a Happy New Year. He stated the holidays are over and it is time to get back to business. Mr. Gerth thanked the Commission and the City staff for their hard work.

Commissioner Fields stated he is looking forward to 2022. He is also looking forward to working with the Parks and Open Spaces Department on some of the projects planned for District 3. Commissioner Fields stated the City of Hobbs is looking great.

Commissioner Smith wished everyone a Happy New Year. He stated he was on a Microsoft Team meeting with Covenant Health Hobbs Hospital CEO, Dan Springer, and Nor-Lea Hospital District, David Shaw, and the expectations are that the COVID-19 case levels for our community are going to pick up again. Commissioner Smith stated it is important to be diligent on following COVID-19 safe practices.

Commissioner Smith announced he is going to run for District 1 Commissioner for the upcoming Hobbs Municipal Election in March, 2022. Commissioner Smith stated he has enjoyed working with everyone and hopes he has the privilege to continue to serve as the Commissioner for District 1.

Mayor Pro Tem Calderón also stated he is going to run again for the District 4 Commissioner in the March, 2022, Hobbs Municipal Election. He stated he has served 28 years as a City Commissioner and two years as Mayor.

Mayor Cobb stated he was part of the press conference for the meeting with Nor-Lea Hospital District and Covenant Health Hobbs Hospital. He expressed his concern about the health pandemic. Mayor Cobb encouraged City staff, the City Commission and all citizens to be vigilant of virus. He stated being considerate of other people is the best thing we can do to reduce the frequency of COVID-19 cases by staying away from others if you are sick.

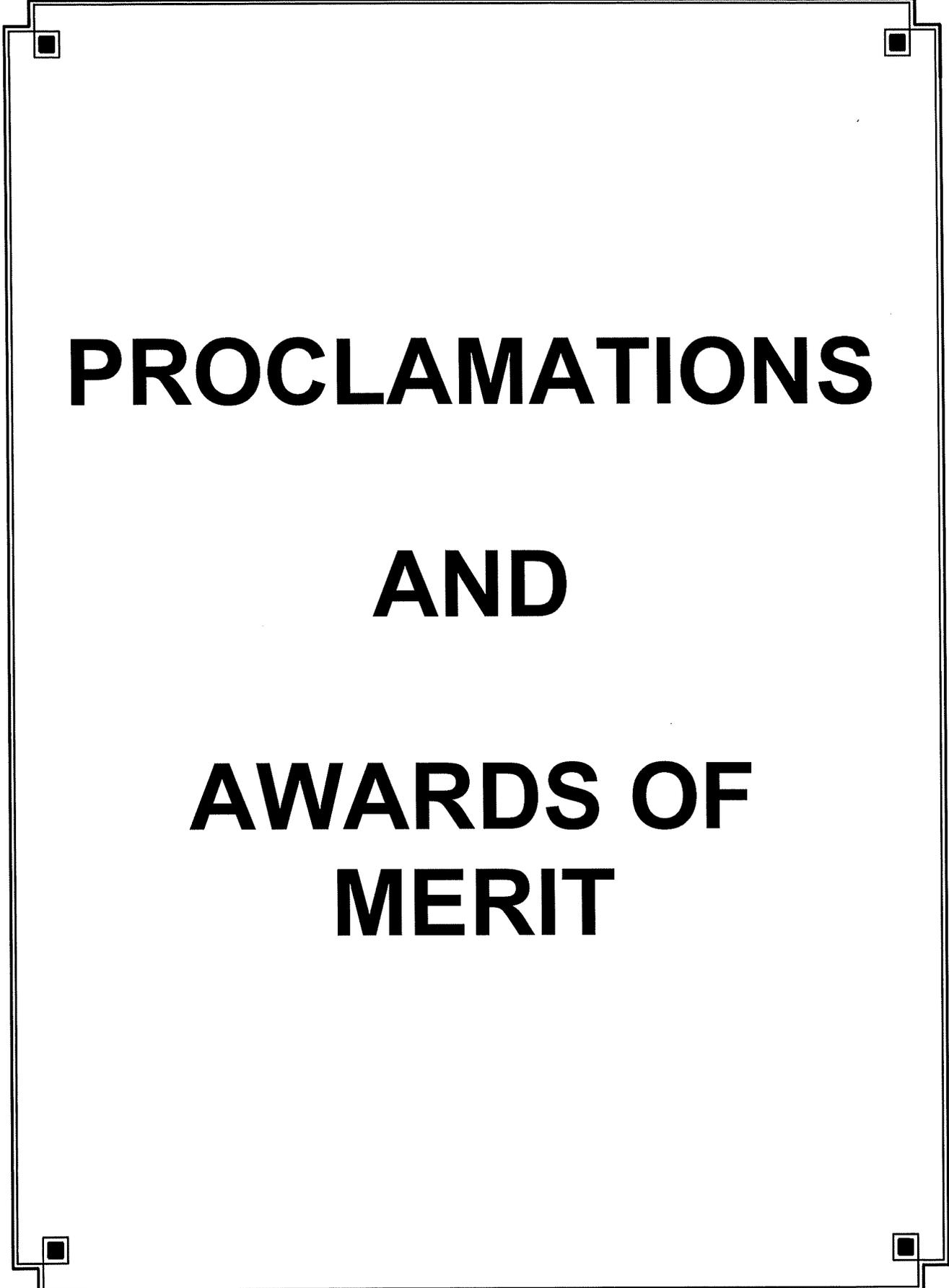
Adjournment

There being no further business or comments, Commissioner Smith moved that the meeting adjourn. Commissioner Gerth seconded the motion and the roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 6:15 p.m.

SAM COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROCLAMATIONS

AND

**AWARDS OF
MERIT**

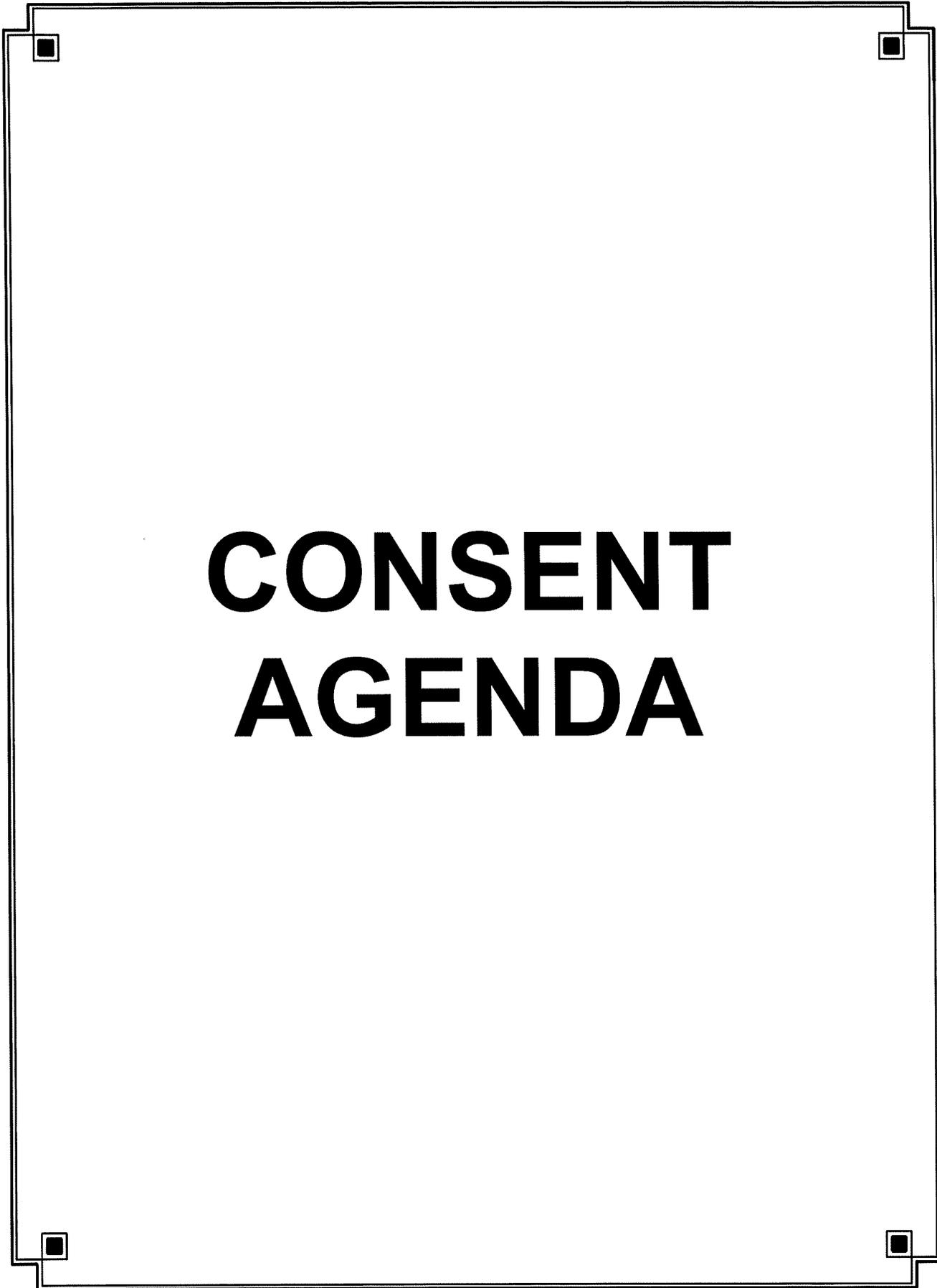
January Milestones 2022

5 years

Mystica Maldonado	Municipal Court	01/17/2017
Isidro Mora	HPD	01/17/2017
Glenda Valdivia	Public Transportation	01/19/2017

10 years

Joseph Meyers	HFD	01/04/2012
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CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 18th, 2022

SUBJECT: Approving the 2nd quarter fiscal year 2022 DFA Report for Lodgers' Tax.

DEPT. OF ORIGIN: Finance
DATE SUBMITTED: January 11th, 2022
SUBMITTED BY: Toby Spears, Finance Director

Summary:

The NM Department of Finance Administration recommends approving the City of Hobbs quarterly lodgers' tax process. The following attachment is for the 2nd quarter 2022 DFA report.

Fiscal Impact:

Reviewed By: 
Finance Department

The December 31, 2021 Cash Balance for the Lodgers' Tax Fund is \$1,157,068.17

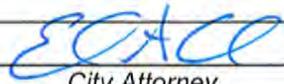
Total lodgers' tax revenue for the 2nd quarter fiscal year 2022 was \$ 297,712.11 and total expenditures were \$356,949.26. Breakdown of the cash balances by category are as follows:

Profit, Non-profit, Public Entities (20%)	=	\$399,063.38
Local Government (40%)	=	\$ 722,992.22
Fire, EMS, Sanitation (15%)	=	\$ 0.00
Airline Subsidy (25%)	=	\$ 35,012.57

Attachments:

Resolution
12-31-2021 Financial Report

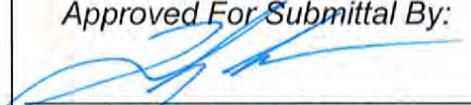
Legal Review:

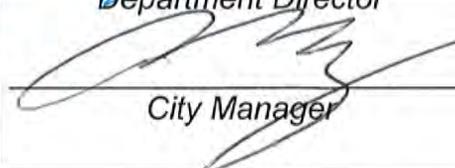
Approved As To Form: 
City Attorney

Recommendation:

To be determined by City Commission.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS
RESOLUTION NO. 7148

A RESOLUTION APPROVING THE FY 2022
LODGERS' TAX DFA 2ND QUARTER FINANCIAL REPORT

WHEREAS, the State of New Mexico requires the 2nd quarter Lodgers' Tax DFA Financial Report to be approved annually, they now recommend that all quarterly financial reports be approved.

WHEREAS, the ending cash balance for the period ended December 31, 2021 was \$1,157,068.17 for lodgers' tax funds; and

WHEREAS, the City of Hobbs actual quarter-to-date lodgers' tax revenue and expenditures for fiscal year 2022 crosswalk the amounts to the DFA 2nd quarter financial report;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein referenced 2nd quarter lodgers' tax financial report be approved.

PASSED, ADOPTED AND APPROVED this 18th day of January, 2022

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

INSTRUCTIONS

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

REPORTING ENTITY: City of Hobbs 5 (PERCENT IMPOSED) QUARTER ENDING: 12/31/2021
MONTH/YEAR

1. REVENUE SUMMARY:		2. REVENUE ALLOCATION:	
	QUARTERLY AMOUNT (THIS REPORTING PERIOD)	YEAR-TO-DATE (Y-T-D) AMOUNT (SUM OF ALL QUARTERS)	
LODGERS' TAX PROCEEDS	\$ 297,712	\$ 577,028	NON-PROMOTIONAL FUND \$ 0 \$ 0
INVESTMENT INCOME	182	324	PROMOTIONAL FUND \$ 297,894 \$ 577,352
LATE PENALTIES			ADMINISTRATIVE COST \$ 0 \$ 0
CONVENTION CENTER FINANCING FEES			
HOSPITALITY FEE ACT FEES			
1. _____			(10% IS THE MAXIMUM OF GROSS TAX PROCEEDS,
2. _____			i.e. 10% OF QUARTERLY AMOUNT FOR THIS REPORTING PERIOD)
TOTAL REVENUE	\$ 297,894	\$ 577,352	

3. CASH BALANCES:

Carryover From Previous Fiscal Year: Non-Promotional	\$ 15,511
Carryover From Previous Fiscal Year: Promotional	1,168,637
(Note: 2 years maximum carryover before money must be spent).	
NON-PROMOTIONAL FUND	\$ 0 \$ 0
PROMOTIONAL FUND	\$ (27,080)
Grand Total (Non-Promo)	\$ \$
Grand Total (Promo)	\$ 1,157,068

4. TRANSFERS: IN

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

TRANSFERS:OUT

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

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

**CITY OF HOBBS
EVENT SUMMARIES
12/31/2021**

**AMOUNT
SPENT**

22-03	United Way of Lea County	7-14-21	79,513.37
22-04	Hobbs Chamber of Commerce	7-14-21	0.00
22-05	Cycle City Promotions	7-14-21	50,000.00
22-06	Hobbs Airfield Speedway, LLC	7-14-21	1,709.00
22-07	CITY OF HOBBS - CORE (OPERATING)	4/14/2021	250,000.00
22-08	CITY OF HOBBS - CORE (MARKETING)	4/14/2021	58,533.06
22-09	CITY OF HOBBS - ROCKWIND GOLF (MARKETING)	4/14/2021	29,560.67
22-12	CITY OF HOBBS - TREE LIGHTING	10/14/2021	7,805.57
22-10	EDC - AIRLINE SUBSIDY	04/14/2021	40,755.65
	CITY OF HOBBS POLICE AND FIRE (SECURITY)	04/14/2021	86,554.15

TOTAL

604,431.47

12/31/21

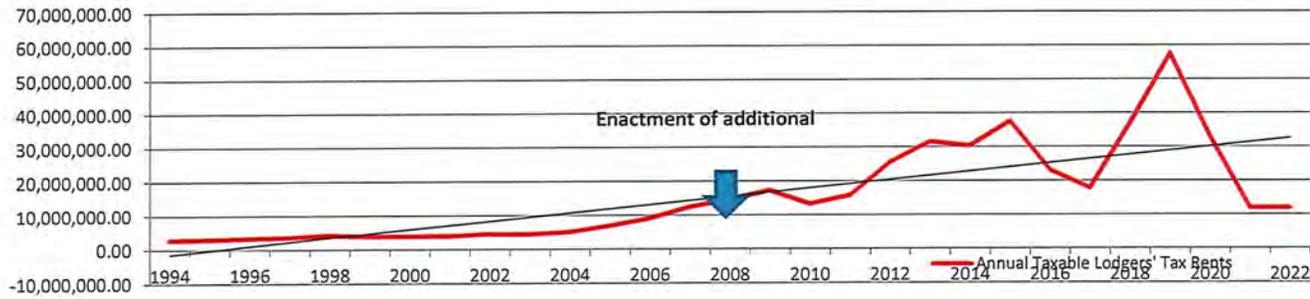
**CITY OF HOBBS LODGERS' TAX PROGRAM
EXPENDITURE REPORT FOR THE 2ND QUARTER OF 2021 - 2022**

		PROMO	NON PROMO	TOTAL
CASH BAL.	6/30/21	1,168,636.64	15,511.46	1,184,148.10
FIRST QUARTER INCOME		279,315.58		279,315.58
FIRST QUARTER INTEREST		141.56		141.56
TOTAL REVENUE		279,457.14	0.00	279,457.14
FIRST QUARTER EXPENSES		247,482.21		247,482.21
CASH BAL.	9/30/21	1,200,611.57	15,511.46	1,216,123.03
SECOND QUARTER INCOME		297,712.11		297,712.11
SECOND QUARTER INTEREST		182.35		182.35
TOTAL REVENUE		297,894.46	0.00	297,894.46
SECOND QUARTER EXPENSES		356,949.26		356,949.26
CASH BAL.	12/31/21	1,141,556.77	15,511.46	1,157,068.23
THIRD QUARTER INCOME				0.00
THIRD QUARTER INTEREST				0.00
TOTAL REVENUE		0.00	0.00	0.00
THIRD QUARTER EXPENSES				0.06
CASH BAL.	3/31/22	1,141,556.77	15,511.46	1,157,068.17
FOURTH QUARTER INCOME(FORCE EXTRA TO PROMO)				0.00
FOURTH QUARTER INTEREST				0.00
TOTAL REVENUE		0.00	0.00	0.00
FOURTH QUARTER EXPENSES**				0.00
CASH BAL.	6/30/22	1,141,556.77	15,511.46	1,157,068.17
YEAR TO DATE INCOME			0.00	577,027.69
YEAR TO DATE INTEREST			0.00	0.00
TOTAL REVENUE		0.00	0.00	577,027.69
YEAR TO DATE EXPENSES		604,431.47	0.00	604,431.47
YEAR TO DATE CASH BALANCES		1,141,556.77	15,511.46	1,157,068.17

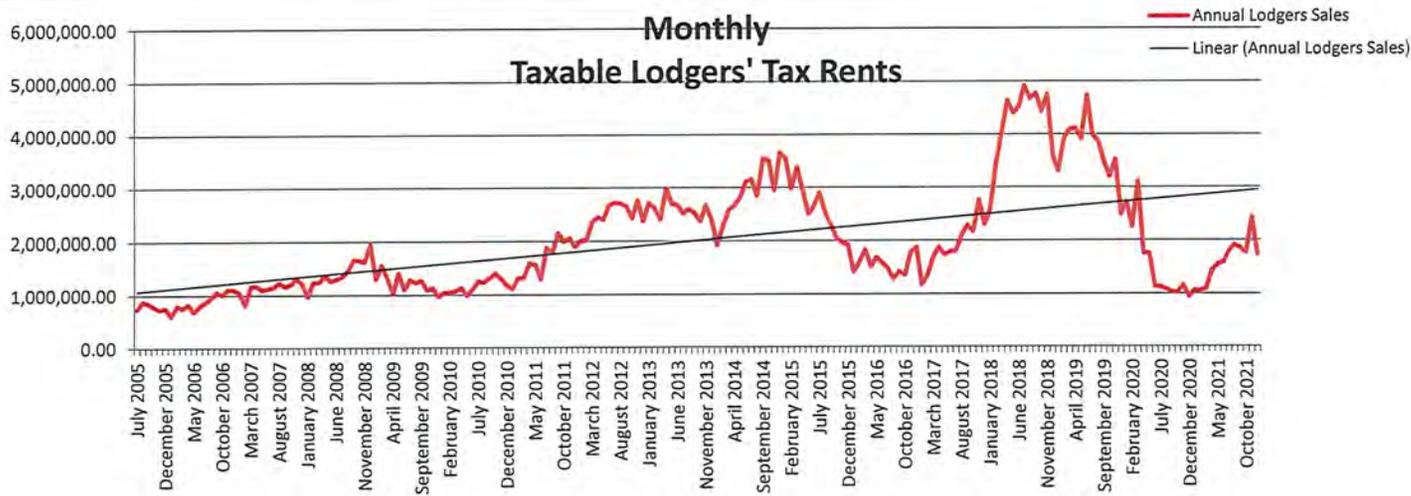
Monthly Lodgers' Tax Collection



Annual Taxable Lodgers' Tax Rents



Monthly Taxable Lodgers' Tax Rents



CITY OF HOBBS LODGERS' TAX PROGRAM					
12/31/2021					
	AWARD				
	PROJECT	DATE	AMOUNT	ACTUAL EXPENSE	ACTUAL OUTSTANDING GRANT
12/31/2021	CASH BALANCE				1,157,068.17
Proof of Cash:					
Beginning Cash Available for Profit, Non-Profit, and Public Entities (20%)					399,981.42
22-01	Western Heritage Museum	7-14-21	26,181.00	0.00	26,181.00
22-02	Southwest Symphony	7-14-21	34,717.00	0.00	34,717.00
22-03	United Way of Lea County	7-14-21	88,500.00	79,513.37	8,986.63
22-04	Hobbs Chamber of Commerce	7-14-21	49,178.95	0.00	49,178.95
22-05	Cycle City Promotions	7-14-21	50,000.00	50,000.00	0.00
22-06	Hobbs Airfield Speedway, LLC	7-14-21	5,150.00	1,709.00	3,441.00
22-11	Tuff Hedeman Bull Riding	10-14-21	20,000.00	0.00	20,000.00
TOTAL REMAINING ALLOCATION FOR PROFIT, NON-PROFIT AND PUBLIC ENTITIES			428,549.81	0.00	116,323.58
Add:	20% Monthly Tax Revenue (starting April 1st, 2013)				115,405.54
Cash Available for Allocation					399,063.38
Beginning Cash Available for Local Government (City and County) (40%)					1,010,753.28
20-27	CITY OF HOBBS - MARKETING/BRANDING CAMPAIGN	3/2/2020	250,000.00	5,844.00	244,156.00
22-07	CITY OF HOBBS - CORE (OPERATING)	4/14/2021	500,000.00	250,000.00	250,000.00
22-08	CITY OF HOBBS - CORE (MARKETING)	4/14/2021	98,400.00	58,533.06	39,866.94
22-09	CITY OF HOBBS - ROCKWIND GOLF (MARKETING)	4/14/2021	67,400.00	29,560.67	37,839.33
22-12	CITY OF HOBBS - HOBBS TREE LIGHTING	10-14-21	18,713.81	7,805.57	10,908.24
TOTAL REMAINING ALLOCATION FOR LOCAL GOVERNMENT			934,513.81	351,743.30	582,770.51
Add:	40% Monthly Tax Revenue (starting April 1st, 2013)				230,811.08
Cash Available for Allocation					722,992.22
Beginning Cash Available for Fire, EMS, Sanitation (15%)					
TOTAL REMAINING ALLOCATION FOR CITY OF HOBBS POLICE AND FIRE			86,554.15	86,554.15	0.00
Add:	15% Monthly Tax Revenue (starting April 1st, 2013)				86,554.15
Cash Available for Allocation					(0.00)
Beginning Cash Available for Airline subsidy (25%)					0.00
22-10	EDC - AIRLINE SUBSIDY	04/14/2021	150,000.00	40,755.65	109,244.35
Add:	25% Monthly Tax Revenue (starting April 1st, 2013)				144,256.92
TOTAL REMAINING ALLOCATION FOR AIRLINE SUBSIDY					144,256.92
Cash Available for Allocation					35,012.57



FINANCE DEPARTMENT

200 E. Broadway
Hobbs, NM 88240

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

January 11th, 2022

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

Re: 2nd quarter lodgers' tax quarterly report

Enclosed is the following:

2nd quarter lodgers' tax report for fiscal year 2022

Sincerely,

A handwritten signature in blue ink, appearing to read "Toby Spears", is written over the typed name.

Toby Spears, CPA, CFE
Finance Director
CITY OF HOBBS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 1/18/2022

SUBJECT: Memorandum of Agreement between City of Hobbs and the City of Eunice

DEPT. OF ORIGIN: Hobbs Police Department
DATE SUBMITTED: 12/17/2021
SUBMITTED BY: Interim Chief August Fons

Summary: This agreement is to memorialize the terms and agreement between the City of Hobbs and the City of Eunice regarding the care, custody, and handling of dogs and cats seized by the City of Eunice and subsequently housed at the Hobbs Animal Adoption Center (HAAC).

Fiscal Impact:

Reviewed By: _____

[Signature]
Finance Department

Cost reimbursement is estimated and fixed at 78.25 per day per animal.

Attachments: Memorandum of Agreement between the City of Hobbs and City of Eunice

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation:

Motion to approve.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF HOBBS AND THE CITY OF EUNICE**

This Memorandum of Agreement (hereinafter "Agreement") is made this _____ day of January, 2022, by and between the City of Hobbs (hereinafter "HOBBS") and the City of Eunice (hereinafter "EUNICE").

PURPOSE

The purpose of this Agreement is to memorialize the terms and agreement between the HOBBS and EUNICE regarding the care, custody, and handling of dogs and cats seized by EUNICE and subsequently housed at the Hobbs Animal Adoption Center (herein after "HAAC"). HOBBS and EUNICE agree to cooperate as outlined in this Agreement.

WHEREAS, HOBBS and EUNICE agree that EUNICE is currently without adequate facilities to house seized dogs and cats and that HOBBS possesses the adequate facilities, namely the HAAC, to assist in the care, custody, and handling of seized dogs and cats; and

WHEREAS, as a matter of protecting the health, safety, and welfare of the residents of Eunice, New Mexico, the lawful seizure and disposition of dogs and cats by EUNICE reduces the opportunities for injury to the public at large as well as the opportunities for injury to the dogs and cats; and

WHEREAS, the Agreement sets forth the rights and obligations of HOBBS and EUNICE with regard to the seizure, disposition, care, custody, and handling of all dogs and cats lawfully seized by EUNICE and housed by HOBBS at the HAAC.

DUTIES PURSUANT TO THE AGREEMENT

I. HOBBS' DUTIES

HOBBS will ensure the following obligations are met:

1. HOBBS will adequately budget for the operation and staffing, including "on-call staffing", of the HAAC to ensure proper care, cleaning, feeding, watering, and husbandry of dogs and cats brought to HAAC by EUNICE.
2. HOBBS shall ensure all staff working at the HAAC are properly trained and supervised regarding proper care, cleaning, feeding, watering, and husbandry of dogs and cats.

3. HOBBS shall accept any dog or cat brought to the HAAC by EUNICE and shall take custody of the same until notified by EUNICE regarding disposition of the dog or cat.
4. HOBBS shall provide adequate and necessary veterinary care for any dog or cat brought to the HAAC by EUNICE while that dog or cat is housed at HAAC.
5. Absent a Court Order, HOBBS shall only hold dogs and cats brought to the HAAC by EUNICE for a "stray hold" period not less than three (3) calendar days and not more than five (5) calendar days.
6. Upon intake at the HAAC, HOBBS shall ensure the dog or cat is vaccinated and evaluated for medical concerns that should be immediately addressed either by the HAAC staff or by HOBBS' contract veterinarian.
7. Upon intake at the HAAC, HOBBS shall evaluate any sick or injured dog or cat and consult with HOBBS' contract veterinarian regarding best direction of care which may include, at the discretion of the HAAC staff in consultation with HOBBS' contract veterinarian, euthanasia to alleviate pain and suffering.
8. HOBBS may offer for adoption any dog or cat that has cleared the "stray hold" timeframe as set forth in the Hobbs Municipal Code Section 6.04.110 or the Eunice Municipal Code Section 10-51. Any proceeds from adoption of any dog or cat under this Agreement shall remit to HOBBS to defray the cost of operations of the HAAC.
9. HOBBS will keep accurate records related to any dogs and cats brought to the HAAC by EUNICE and shall produce the same, except as specifically set forth in NMSA 1978, § 61-14-17, upon inspection of public records request by any individual.
10. HOBBS shall remit monthly invoices to EUNICE on or near the last business day of the month for any given month in which HOBBS performs under this Agreement.

II. EUNICE's DUTIES

EUNICE will ensure the following obligations are met:

1. EUNICE is responsible for encumbering and appropriating financial contributions adequate to cover all costs associated with this Agreement for FY 2021-2022.

2. EUNICE shall pay to HOBBS Seventy-Eight dollars and twenty-five cents (\$78.25) per day per dog or cat for the care, cleaning, feeding, watering, and husbandry of dogs and cats brought to the HAAC by EUNICE unless and until legal title to the dog or cat is vested in HOBBS.
3. EUNICE shall remit payment of all invoices submitted by HOBBS under this Agreement within fifteen (15) days of receipt of the invoice.
4. EUNICE shall ensure that all dogs and cats are seized in accordance with the Fourth Amendment of the United States Constitution as well as Article II, Section 10 of the New Mexico Constitution, or any other law addressing property rights including, but not limited to, the seizure and disposition of animals.
5. EUNICE shall ensure that all legal processes are followed regarding the seizure, holding, and ultimate disposition of any dog or cat.
6. EUNICE shall provide copies of all warrants, warrant returns, petitions for designation of a dog or cat as dangerous or potentially dangerous, court orders, notices, or any other legal process whatsoever regarding all dogs and cats seized by EUNICE and held at the HAAC.
7. Once the Eunice Holding facility is fully operational prior to transport to the HAAC, EUNICE shall ensure all dogs or cats are vaccinated with vaccines that don't require a veterinary license and evaluated for medical concerns by EUNICE staff, that should be immediately addressed either by the HAAC staff or by HOBBS' contract veterinarian.
8. EUNICE shall be the primary point of contact for any and all dog or cat owners that may have an interest in any dog or cat seized by EUNICE and held at the HAAC.
9. EUNICE shall transport all dogs and cats that are placed at the HAAC both to and from Eunice, New Mexico. EUNICE shall provide HOBBS advanced notice prior to transporting any dog or cat to be held at the HAAC. HAAC shall not turn away any dog or cat that has reached the state maximum of 72 hours of holding at the Eunice Holding facility.
10. In the event that animals are housed in EUNICE at any capacity, EUNICE shall ensure all staff working at the holding facility are properly trained and supervised regarding proper care, cleaning, feeding, watering, and husbandry of dogs and cats.

11. EUNICE shall not tender any other animal whatsoever to the HAAC under this Agreement other than a domestic dog or domestic cat.

MERGER OF AGREEMENT

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

SOVEREIGN IMMUNITY

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

LIABILITY

Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act. It is expressly understood by this Agreement that the HAAC will at all times be owned and operated by HOBBS. It is further agreed that EUNICE shall bear all liability associated in any way with the seizure, holding, or destruction of any dog or cat brought to HAAC by EUNICE.

THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Agreement to maintain, pursuant to the provisions of the Agreement, a suit of any nature, including but not limited to suits alleging wrongful death, bodily and/or personal injury to person(s), damages to property(ies), and/or any cause of action. No other parties in relation to HOBBS, whether as contractor, subcontractor, or joint venture, shall have any entitlement to seek funds from EUNICE related in any way to EUNICE's dealings with HOBBS.

INSURANCE

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

TERM

This Agreement shall continue in full force and effect from the date first fully executed for one year. The parties hereto may renew the agreement for three one-year terms following the expiration of the initial term. Nothing in this Agreement guarantees future funding or services beyond what this Agreement contemplates.

SEVERABILITY

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

NO ORAL MODIFICATION

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

GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of New Mexico. Any legal disputes related to this Agreement shall be subject to the jurisdiction and venue of the Fifth Judicial District Court, Lea County, New Mexico.

EFFECTIVE DATE

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

[Required Signatures on Next Page]

ATTEST:

CITY OF EUNICE

BY: _____
Billy Hobbs,
Mayor

Date: _____

ATTEST:

CITY OF HOBBS

BY: _____
Sam Cobb,
Mayor

Date: _____

Approved as to Form:

By: _____
Tommy D. Parker
City Attorney (City of Eunice)

Date: _____

By: _____
Efren A. Cortez
City Attorney (City of Hobbs)

Date: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 18, 2022

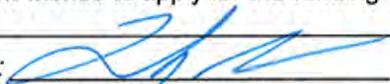
SUBJECT: Staffing for Adequate Fire & Emergency Response Grants (SAFER)

DEPT. OF ORIGIN: Fire Department
DATE SUBMITTED: January 10, 2022
SUBMITTED BY: Barry Young, Fire Chief

Summary:

The Department of Homeland Security and the Federal Emergency Management Agency is responsible for the implementation and administration of the SAFER Grant. The Hobbs Fire Department is eligible for funding to increase the number of firefighters to help meet industry minimum standards, to attain staffing to provide adequate protection from fire and fire related hazards, and to fulfill the mission of the fire department. The SAFER grant provides three-year grants to assist fire departments by paying the salaries and benefits of the SAFER-funded positions. The Hobbs Fire Department wishes to apply for the funding of six (6) firefighter positions to be funded through the SAFER grant.

Fiscal Impact:

Reviewed By: 
Finance Department

Grant will fund total salary and benefit costs for a three year period for SAFER-funded positions. The total amount of the grant if awarded would be \$1,718,211.27. After three years, the City will be responsible for all costs associated with the positions.

Attachments:

- 1. Resolution
- 2. Notice of Funding Opportunity

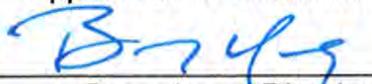
Legal Review:

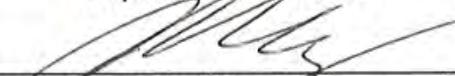
Approved As To Form: 
City Attorney

Recommendation:

Approval to submit the application for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

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. 7149

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION
WITH THE DEPARTMENT OF HOMELAND SECURITY AND
THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE
STAFFING FOR ADEQUATE FIRE & EMERGENCY RESPONSE GRANT

WHEREAS, the Department of Homeland Security and the Federal Emergency Management Agency is responsible for the implementation and administration of the Staffing for Adequate Fire & Emergency Response Grant ("SAFER"); and

WHEREAS, the Hobbs Fire Department is eligible for funding to increase the number of firefighters to help meet the industry minimum standards and to attain staffing to provide adequate protection from fire and fire related hazards, and to fulfill the mission of the fire department; and

WHEREAS, the SAFER grant provides three-year grants to assist fire departments by paying the salaries and benefits of the SAFER-funded positions; and

WHEREAS, the Hobbs Fire Department wishes to apply for the funding of six (6) firefighter positions to be funded through the SAFER grant;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby authorizes the submission of the SAFER grant application through the Department of Homeland Security and the Federal Emergency Management Agency.

PASSED, APPROVED AND ADOPTED this 18th day of January, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**The Department of Homeland Security (DHS)
 Notice of Funding Opportunity (NOFO)
 Fiscal Year 2021 Staffing for Adequate Fire and Emergency Response
 (SAFER) Grant Program**

NOTE: If you are going to apply for this funding opportunity and have **not** obtained an Employer Identification Number (EIN), a Data Universal Numbering System (DUNS) number, **are not** currently registered in the System for Award Management (SAM), or your SAM registration is not active, please take immediate action to obtain an EIN and DUNS Number, if applicable, and then register immediately in SAM or, if applicable, renew your SAM registration. It may take four weeks or more after you submit your SAM registration before your registration is active in SAM. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: <http://www.grants.gov/web/grants/register.html>. Detailed information regarding DUNS, EIN, and SAM is also provided in Section D of this NOFO under the subsection titled “How to Register to Apply.” Detailed information regarding the time required for each registration is also provided in Section D of this NOFO under the subsection titled “Other Key Dates.”

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A. Program Description**1. Issued By**

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number

97.083

3. Assistance Listings Title

Staffing for Adequate Fire and Emergency Response (SAFER) Grant

4. Funding Opportunity Title

Fiscal Year 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant

5. Funding Opportunity Number

DHS-21-GPD-083-00-99

6. Authorizing Authority for Program

Section 34 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229a); and Section 4013 of the *American Rescue Plan Act of 2021*, Pub. L. No. 117-2

7. Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2021 (Pub. L. No. 116-260); and *American Rescue Plan Act of 2021* (Pub. L. No. 117-2)

8. Announcement Type

Initial

9. Program Category

Preparedness: Fire and Life Safety

10. Program Overview, Objectives, and Priorities**a. Overview**

The Fiscal Year (FY) 2021 Staffing for Fire and Emergency Response (SAFER) Grant Program (hereafter referred to as the SAFER Program) is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The SAFER Program provides funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. The SAFER Program has awarded approximately \$4.8 billion in grant funding to provide critically needed resources to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), to rehire laid off firefighters, or to retain firefighters facing layoff, as well as

recruitment and retention of volunteer firefighters. Information about success stories for this program can be found at [Assistance to Firefighters Grants Program | FEMA.gov](#).

The SAFER Program is part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the [DHS Strategic Plan](#), the SAFER Program supports the goal to Strengthen National Preparedness and Resilience. In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel;
- The degree to which an award will reduce deaths, injuries and property damage by reducing the risks associated with fire-related and other hazards;
- The extent of an applicant's need for a SAFER Program grant and the need to protect the United States as a whole; and,
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

The [2018-2022 FEMA Strategic Plan](#) creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The SAFER Program supports the goal of [Readying the Nation for Catastrophic Disasters](#). We invite all of our stakeholders and partners to also adopt these priorities and join us in building a stronger Agency and a more prepared and resilient Nation.

b. Objectives

The objectives of the SAFER Program are to assist local fire departments with staffing and deployment capabilities to respond to emergencies and assure that communities have adequate protection from fire and fire-related hazards. Local fire departments accomplish this by improving staffing and deployment capabilities, so they may more effectively and safely respond to emergencies. With enhanced staffing levels, recipients should experience a reduction in response times and an increase in the number of trained personnel assembled at the incident scene.

c. Priorities

Information on program priorities and objectives for the FY 2021 SAFER Program can be found in [Appendix B – Programmatic Information and Priorities](#) of this NOFO.

11. Performance Measures

The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in support of the SAFER Program metrics, which are tied to the programmatic objectives and priorities. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects, and activities needed and requested in its application with the number of items, supplies, projects, and activities acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percent of “majority career” SAFER Program recipients’ structural fire responses that complied with National Fire Protection Association (NFPA) 1710 structural response standards.
- Percent of “majority volunteer” SAFER Program recipients’ structural fire responses that complied with NFPA 1720 structural response standards.
- Percent of SAFER Program recipients who reported and provided evidence that the grant funding increased compliance with NFPA 1710 or 1720 assembly and deployment standards.

B. Federal Award Information

1. Available Funding for this NOFO: **\$560,000,000.00¹**
2. Projected Number of Awards: **500**
3. Period of Performance: **12-48 months**
 - **Hiring of Firefighters (Hiring) Activity:** The period of performance for applications funded under the Hiring Activity will be 36 months.
 - **Recruitment and Retention (R&R) Activity:** The period of performance for applications funded under the R&R Activity will be 12, 24, 36 or 48 months.

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to [Section H](#) of this NOFO.

FEMA awards only include one budget period, so it will be same as the period of performance. See 2 C.F.R. § 200.1 for definitions of “budget period” and “period of performance.”

4. Projected Period of Performance Start Date(s): **June 1, 2022** (will vary based on award date and activity type)
5. Projected Period of Performance End Date(s): **May 31, 2023 – May 31, 2026** (will vary based on award date and activity type)
6. Funding Instrument Type: **Grant**

C. Eligibility Information

1. Eligible Applicants

a. Hiring Activity

Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands,

¹ Note that this figure differs from the total amount appropriated under the *Department of Homeland Security Appropriations Act, 2021*, Pub. L. No. 116-260. In this FY 2021 SAFER Program NOFO, percentages of “available grant funds” refers to the total amount appropriated—\$360,000,000—by Pub. L. No. 116-260 to meet the statutory requirements of § 34 of the *Federal Fire Prevention and Control Act of 1974*, as amended (codified at 15 U.S.C. § 2229a). Additionally, the total available funding amount includes an additional \$200,000,000 appropriated by the *American Rescue Plan Act of 2021*, Pub. L. No. 117-2.

Guam, American Samoa, the Commonwealth of Puerto Rico,² or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal, or territorial authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.

b. R&R Activity

Volunteer and combination fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,² or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal, or territorial authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area. National, regional, state, local, tribal and nonprofit interest organizations representing the interests of volunteer firefighters are eligible to receive a SAFER Program award under the R&R Activity.

Information on ineligible applications and/or organizations is in Appendix B – Programmatic Information and Priorities of this NOFO.

2. Applicant Eligibility Criteria

- a. Hiring Activity:** The Hiring Activity offers grants to support applications to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters), rehire laid off firefighters, or to retain firefighters facing layoff. National, regional, state, local, tribal and nonprofit interest organizations representing the interests of volunteer firefighters are not eligible to receive a SAFER Program award under the Hiring Activity.
- b. R&R Activity:** The R&R Activity offers grants to support applications to assist fire departments with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. Career fire departments are not eligible to apply for funding under the R&R Activity.

Each activity has its own application and eligibility requirements, as further outlined in Appendix B – Programmatic Information and Priorities of this NOFO.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: **1) a current employee, personnel, official, staff or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of**

² The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as “States” in the Federal Fire Prevention and Control Act of 1974. See 15 U.S.C. § 2203(10).

application.

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff or leadership of the recipient and *provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to the AOR of the recipient.*

3. Other Eligibility Criteria

a. National Incident Management System (NIMS) Implementation

SAFER Program applicants are not required to comply with NIMS to apply for SAFER Program funding or to receive a SAFER Program award. Any applicant who receives an FY 2021 SAFER Program award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government), prior to the end of the grant's period of performance.

b. Maintenance of Effort (MOE)

There is no MOE or minimum budget requirement for the FY 2021 SAFER Program.

c. Cost Share or Match

There is no cost share or match or position cost limit for the FY 2021 SAFER Program. The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applicants.

d. Economic Hardship Waivers

Because there is no minimum budget requirement, no cost share requirement, and no position cost limit, an economic hardship waiver process is not necessary. Therefore, no economic hardship waiver process applies to the FY 2021 SAFER Program.

D. Application and Submission Information

1. Key Dates and Times

a. Application Start Date: January 3, 2022 at 8 a.m. ET

b. Application Submission Deadline: February 4, 2022 at 5 p.m. ET

All applications **must** be received by the established deadline.

FEMA's Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant’s control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. “Timely notification” of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, “DHS Awarding Agency Contact Information.” For technical assistance with the FEMA GO system, please contact the FEMA GO Help Desk at FEMAGO@fema.dhs.gov or (877) 585-3242, Monday through Friday, 8 a.m. – 6 p.m. ET.

For programmatic or grants management questions, please contact your Preparedness Officer or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the SAFER Program Help Desk by phone at (866) 274-0960 or by e-mail at FireGrants@fema.dhs.gov, Monday through Friday, 8 a.m. – 4:30 p.m. ET.

- c. **Anticipated Funding Selection Date:** No later than May 31, 2022
- d. **Anticipated Award Date:** Beginning on approximately May 30, 2022 and continuing thereafter until all FY 2021 SAFER Program grant awards are issued, but no later than Sept. 30, 2022
- e. **Other Key Dates**

Event	Suggested Deadline for Completion
Obtaining DUNS Number	Four weeks before actual submission deadline
Obtaining a valid EIN	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or Updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA Grants Outcomes (FEMA GO) System	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 18, 2022

SUBJECT: NM Department of Health EMS Fund Act Local Funding Program Fiscal Year 2023

DEPT. OF ORIGIN: Fire Department

DATE SUBMITTED: January 6, 2022

SUBMITTED BY: Barry Young, Fire Chief

Summary:

The City of Hobbs Fire Department is eligible for funding from the New Mexico Department of Health EMS Fund Act Local Funding Program. The EMS Fund Act was established by the State of New Mexico to make funds available by grant application for ambulance services, fire departments, and rescue services. It is funded by the state legislature and prioritizes expenditures based on the number of EMS and rescue runs in combination with service area to determine the amount each service is awarded. The department typically receives the amount of \$20,000.00 from this grant.

Fiscal Impact:

Reviewed By: _____

Finance Department

The Hobbs Fire Department is requesting \$28,000, however the department typically receives \$20,000 from the fund. The funds will be used for training, travel/meals/schools, and EMS supplies. This fund will be shown as a revenue and expenditure in the budget. There is no net effect on the budget.

Attachments:

1. Resolution
2. EMS Fund Act Signature Sheet

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Approval of the resolution authorizing the Mayor to sign the EMS Fund Act Local Funding Program Application.

Approved For Submittal By:

[Signature]

Department Director

[Signature]

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

Denied _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 7150

A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE AN APPLICATION
WITH THE NEW MEXICO DEPARTMENT OF HEALTH EMS FUND ACT LOCAL
FUNDING PROGRAM FOR FISCAL YEAR 2023

WHEREAS, the City of Hobbs Fire Department is eligible to participate in the FY23
New Mexico Department of Health EMS Fund Act Local Funding Program; and

WHEREAS, the EMS Fund Act was established by the State of New Mexico to
make funds available for ambulance services, fire departments, and rescue services; and

WHEREAS, funding is based on the number of EMS and rescue runs in
combination with service area to determine the amount each service is awarded; and

WHEREAS, these funds will be utilized for training, travel/meals/schools, and EMS
supplies;

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 Application with the New Mexico
Department of Health EMS Fund Act Local Funding Program for FY23.

PASSED, APPROVED AND ADOPTED this 18th day of January, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

SERVICE NAME:	
---------------	--

EMS FUND ACT CERTIFICATION BY APPLICANT

STATE OF NEW MEXICO, COUNTY OF	
---------------------------------------	--

Pursuant to the Emergency Medical Services Fund Act Program 7.27.4 NMAC, I the undersigned:
(TYPE OR PRINT)

Mayor	OR	Chairman, Board of Commissioners
-------	----	----------------------------------

Municipality	County
--------------	--------

I do certify that the information contained in the application is true and correct to the best of my knowledge and information; and that the following specific conditions are satisfactorily met in accordance with the EMS Fund Act Program 7.27.4 NMAC:

- That the funds received will be expended only for the purposes stated in the application and approved by the EMS Bureau.
- That authorization of the chief executive of the incorporated municipality or county is required, on behalf of the local recipient on vouchers issued by the treasurer of the political subdivision.
- That accountability and reporting of these funds shall be in accordance with the requirements set forth by the Local Government Division of the New Mexico Department of Finance and Administration.
- That the funds distributed under the Act will not supplant other funds budgeted and designated for emergency medical service purposes.

<i>Signature of Official Named Above</i>	<i>(Title)</i>
------------------------------------------	----------------

The above was sworn and subscribed to before this ___ day of _____, 20__.

Notary Public: _____

My commission expires: _____



PERSON COMPLETING FORM

Name:				
	<i>(Name)</i>		<i>(Title)</i>	
Address:				
	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>	<i>(+4)</i>
<i>(Work Phone)</i>	<i>(Home Phone)</i>	<i>(Cellular Phone)</i>	<i>(Email)</i>	

Signature:	
-------------------	--

FOR BUREAU USE ONLY

Reviewer: _____ Date Reviewed: _____

Approved: Yes No Final Award: _____

Comments/Problem:

Date Corrected:



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 18, 2022

SUBJECT: REJECT BID 1591-22 OVER BUDGET – TWO SPECIALITY TRUCKS

DEPT. OF ORIGIN: Parks and Open Spaces
DATE SUBMITTED: January 10, 2022
SUBMITTED BY: Bryan Wagner, Parks and Open Spaces Director

Summary: We are recommending to reject Bid 1591-22. POSD received one bid and it was over budget. Bid received was in the amount of \$272,542.00 from Rich Ford. POSD has \$208,000.00 budgeted for two replacement trucks. The two trucks are 19,500 GVWR with a Switch-N-Go body system to use various truck bed types to limit the need for more truck chassis.

Fiscal Impact:

There will be no fiscal impact for this measure.

Reviewed By: 

Finance Department

Attachments:

Bid Opening Documentation

Legal Review:

Approved As To Form: 

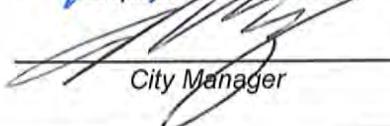
City Attorney

Recommendation:

It's the staff recommendation to reject this bid.

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. _____

Bid Summary

BID/PROPOSAL NO. 1591-22

FURNISH (2) Truckloads w/Eg w/warmer & Switch-U-Go

Bidder	Rich Ford			
NM Contractors License No.				
Bid Bond				
Addendum(s)				
Bid Form	✓			
List of Subcontractors				
Resident Bidders Pref No.	20244162992			
Veterans Preference	✓			
Campaign Cont. Dis. Form	✓			
Non-Collusion Affidavit	✓			
Related Party Disclosure Form	✓			
Non-Debarment Cert	✓			
Alternate 1 each	61,612 ⁰⁰			
Alternate 2 State number	74,659 ⁰⁰			
Alternate 3				
Alternate 4 each	136,271 ⁰⁰			
TOTAL for (2)	272,542 ⁰⁰			

INVITATION TO BID

BID NO. 1591-22

FURNISH 2 – TRUCKS 19,500 GVWR CAB & CHASSIS with EQUIVALENT SWITCH-N-GO SYSTEM

City of Hobbs, New Mexico

Sealed bids will be received by the City of Hobbs, New Mexico, at the office of the Finance Director in City Hall, 200 E Broadway St, Hobbs, New Mexico 88240 until 2:00 p.m. November 16, 2021.

At the above time, bids will be publicly opened via live stream and read aloud. The link for the live stream will be accessible on the City of Hobbs web site (www.hobbsnm.org). Any bid received after the stated time will be returned unopened.

Copies of the specifications may be procured without charge from the office of the City Finance Director. If there are any questions regarding this bid contact Shelly Raulston, sraulston@hobbsnm.org or (575) 397-9244.

In case of ambiguity or lack of clearness in stating proposal prices the City of Hobbs, New Mexico, reserves the right to adopt the most advantageous thereof, or to reject any or all bids and waive irregularities.

CITY OF HOBBS, NEW MEXICO



Manny Gomez
City Manager

Publication Date: October 24, 2021

2. Exceptions and/or alternatives to specifications and conditions of this bid shall be listed on a separate sheet of paper and attached to the bid. This sheet shall be labeled "Exceptions and/or Alternatives to Specifications and Conditions", and illustrative brochures and specifications shall be included. After examination and comparison of the specifications, the City of Hobbs reserves the right to reject any or all bids.
 3. If any bidder is of the opinion that the specifications as written preclude them from submitting a bid, it is requested that their opinion be made known to the City of Hobbs, in writing, AT LEAST FIVE (5) DAYS PRIOR to the bid opening date.
 - H. All Makes and Models are to be 2022 models as stated in Detailed Specifications.
 - I. NON-COLLUSION: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the City of Hobbs.
 - J. NON-DISCRIMINATION: Vendors doing business with the City of Hobbs must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.1979), and the Americans with Disabilities Act of 1990, (Public Law 101-336)
 - K. DEFAULT: The city reserves the right to cancel all or any part of this bid without cost to the City, if the Vendor fails to meet the provisions of this bid and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the vendor, such causes include, but are not restricted to, acts of God , the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required scheduled delivery. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights not being provided by law or under this order.
- II. SERVICES
- A. WARRANTY: The vendor agrees that the supplies or services furnished under this bid shall be covered by the most favorable commercial warranties the vendor

bidder prior to schedule bid opening. Failure to do so will be just cause for rejection of bid.

- E. Bids may be withdrawn upon receipt of written request prior to schedule bid opening for the purpose of making any corrections and/or changes. Such corrections must be properly identified and signed or initialed by bidder. Resubmitting must be prior to scheduled bid opening for consideration.
- F. After bid opening, no modifications on bid prices or other provisions of bids shall be permitted. A low bidder alleging a material mistake of fact, after bids have been opened, may be permitted to withdraw the bid upon written request prior to award at the discretion of the Finance Director.
- G. This bid will be awarded on a Total Bid basis or Per Line Item.
- H. City of Hobbs reserves the right to reduce or increase the number of units to be purchased upon notification to the successful bidder.
- I. Additional Veterans preference/Bidder preference percentage points will be awarded if qualified. Max of 10 percent.

IV. DELIVERY

- A. FURNISH 2 – TRUCKS 19,500 GVWR CAB & CHASSIS with EQUIVALENT SWITCH-N-GO SYSTEM
1200 E. Stanolind Rd. Hobbs New Mexico.

- B. Bidder will fill in the delivery time on the attached bid form.

V. PAYMENT

- A. The City of Hobbs requests one invoice following delivery of each order. Payment will be made within fifteen (15) days of acceptance of the equipment by the Parks Open Spaces Department upon certification that all contract terms have been met.

VI. INSURANCE

- A. Successful bidder shall provide City with a Certificate of Liability Insurance including products and completed operations.

- Keys: Three (3) Ignition Keys total
- Mirrors: Extendable, Trailer Tow
- Radio: MFG Standard
- Seats: Dual Bucket Cloth
- Tires: All Terrain
- Transmission: Heavy-Duty Automatic
- Wheel Base: 169.3"
- Windshield Wipers: Intermittent with Washer
- Backup Camera
- Cruise Control
- Floor Mats: All Weather
- Power Mirrors Tow, Trailer
- Limited Slip Differential
- PTO Capability
- Trailer Towing Package and Class 4 Receiver Hitch, Heavy Duty, Less Ball with Trailer Brake Controller and Seven (7) way Electrical Plug.
- Engine Block Heater
- Clearance Lights – Roof
- Up Fitter Switches

2) (Multiple Bed) Switch -N- Go System (or equivalent)

SUPPLY AND INSTALL ON 19,500GVRW 84CA DRW WITH DUAL 750CCA BATTERIES WITH UPFITTER SWITCHES OR EQUIVALENT TO THE FOLLOWING:

SWITCH-N-GO® 11' ORIGINAL ELECTRIC MODEL SYSTEM

- VOLUME: 3.1 CUBIC YARDS
- POWDURA ONECURE™ ZINC EPOXY PRIMER & SUPER DURABLE TGIC TOPCOAT
- WITH TARP
- EST. WEIGHT: 1956 LBS

SWITCH-N-GO® OR EQUIVALENT 11' FLOOR 51" SIDES MEDIUM DUTY DROP BOX

- SINGLE SIDE SWING GATE TAILGATE: 2" X 2" X 1/8" TUBULAR FRAME WORK FORMED 12 GA SHEET
- FLOOR: 10 GA
- SIDE POSTS: 3 PER SIDE, 12 GA
- CROSSMEMBERS: 3" STRUCTURAL CHANNEL ON 16" CENTERS
- TOP RAIL: 3" X 3" X 1/8" TUBING
- SIDES/FRONT/TAILGATE: 12 GA SHEET
- VOLUME: 13.4 CUBIC YARDS
- EXTERIOR: POWDURA ONECURE™ ZINC EPOXY PRIMER & SUPER DURABLE TGIC TOPCOAT
- INTERIOR: SUPER DURABLE TGIC TOPCOAT
- WITH TARP
- EST. WEIGHT: 1,956

SWITCH-N-GO® OR EQUIVALENT 11' FLOOR 51" SIDES MEDIUM DUTY

- DROP BOX WITH BOLTED ON CHIPPER ROOF BARN DOORS
- TAILGATE: 2" X 2" X 1/8" TUBULAR FRAME WORK
- FORMED 12 GA SHEET FLOOR: 10 GA
- SIDE POSTS: 2-3 PER SIDE, 12 GA SHEET

INVITATION TO BID 1591-22

FURNISH 2 - Trucks 19,500 GVWR CAB & CHASSIS with EQUIVALENT SWITCH-N-GO SYSTEM

Date: 11/12, 2021

TO: The City of Hobbs, New Mexico

Bid of: RICHARDSON INVESTMENTS INC dba RICH FORD SALES;

A) A Corporation under the laws of the State of NEW MEXICO;
or

B) A partnership consisting of _____;
or

C) An individual trading as _____.

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

Veterans Preference Number RICH FORD SALES
Company Name

BY: John N. Costen

L#244162992
Resident Preference Number John N. COSTEN
Type or Print Name

8601 LOUINS BLVD NE
Address

505-275-4518
Telephone Number ALBUQUERQUE, NM 87112
City State Zip

		TOTAL		\$ <u>272,542⁰⁰</u>

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

Do Not Return Invitation to Bid Form in Case of a "NO BID"

If applicable - bidder acknowledges receipt of the following AMENDMENT(S):

Amendment No: _____ Dated: _____ Amendment No.: _____ Date:

Amendment No: _____ Dated: _____ Amendment No.: _____ Date:

"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.

John H. Carter

Signature

11/12/21

Date

Commercial Account Mgr.

Title (Position)

NON-COLLUSION AFFIDAVIT

STATE OF NEW MEXICO

City OF ALBUQUERQUE)

JOHN N. COSTEN (name) being first duly sworn, deposes and

says that he/she is (title) COMMERCIAL ACCOUNT MANAGER

of (organization) RIENARDSON INVESTMENTS dba Rich Food Sales

who submits herewith to the City of Hobbs, a bid/proposal:

That all statements of fact in such bid/proposal are true:

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said proposer/bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Hobbs, or of any proposer/bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of bid/proposal, said bidder/proposer;

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his/her proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual group of individuals, except that City of Hobbs, or to any person or persons who have a partnership or other financial interests with said proposer/bidder in his/her business.

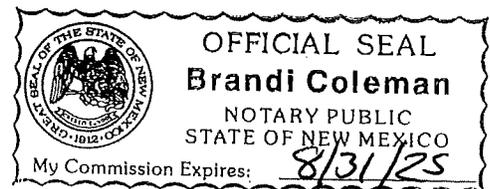
By: John N. Costen

Title: COMMERCIAL ACCOUNT MANAGER

SUBSCRIBED and sworn to before me this 12 day of 11, 2021

Notary Public: [Signature]

My Commission Expires: 8/31/25





City of Hobbs
Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion

The Bidder/Proposer certifies, by submission of this bid/proposal, neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this submission of bid/proposal by any Federal, State or Local government. It further agrees by submitting this bid/proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/proposer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this bid/proposal submission

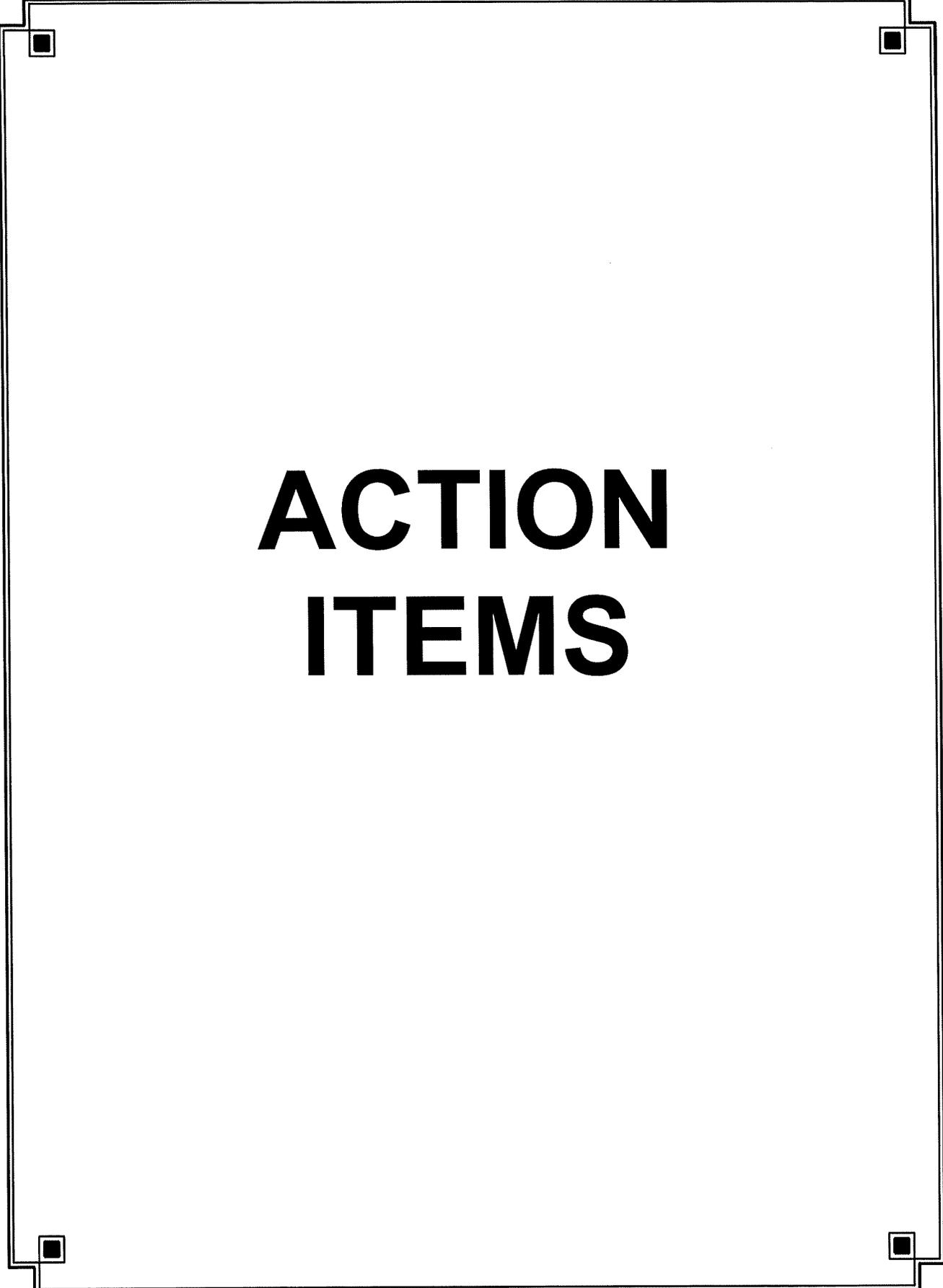
Failure to acknowledge the above conditions would render the Bid/Proposal non-responsive.

I acknowledge:

Company Name: RJEH FORD SALES

Signature: John N. Costen

Print Name: JOHN N. COSTEN



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 18th, 2022

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

DEPT. OF ORIGIN: Finance
DATE SUBMITTED: January 12, 2022
SUBMITTED BY: Toby Spears, Finance Director

The Lodgers' Tax Board met on January 12th, 2022 and recommended funding for the following events:

Hobbs Airfield Speedway	-\$ 5,050.00*
City of Hobbs – Downtown Slam & Jam	-\$24,610.00
Hobbs High School Softball Boosters	- 7,125.00*

- = previous organization was awarded \$ \$5,150.00 on 7-14-2021. Total amount for fiscal year 2022 exceeds \$10,000.00 (\$10,200.00 total)
- = Lodgers' Tax Board vote was 2 -1. (2 yes and 1 abstain)

Fiscal Impact:

Reviewed By: 
Finance Department

Unallocated Cash Balance as of December 31, 2021 for the Lodgers' Tax Fund is as follows:

Cash for Grants	\$399,063.38
City and County	\$722,992.22

Attachments:

Breakdown of request
Financial Summary
Resolution

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

To be determined by City Commission.

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

Denied _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 7151

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

WHEREAS, the Lodgers' Tax Advisory Board met on January 12th, 2022 and recommends awarding fund to various annual events for fiscal year 2022;

	Amount Requested	Lodger's Tax Board Recommendation	City Commission Recommendation
City of Hobbs – Slam & Jam	\$24,610.00	\$24,610.00	_____
Hobbs Airfield Speedway	\$ 5,050.00	\$5,050.00	_____
Hobbs High School Softball Boosters	\$ 7,125.00	\$ 0.00	_____

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

PASSED, ADOPTED AND APPROVED this 18th day of January, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Hobbs Airfield Speed Way

"Flashlight Cash Day's"



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

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

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

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

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

2. The organization requesting Lodgers' Tax funding shall designate a representative to serve in the capacity of spokesperson for that organization. The representative or designee must make all attempts to attend the Lodgers' Tax meeting or City Commission meeting as appropriate when requesting funding to answer questions.
3. All Requests for Proposal's (RFP's) for Lodgers' Tax **annual** funding must be received by **March 19th, 2021**. (This is to include all events to occur during the period indicated above for which your organization is requesting funding.)
4. A proposed budget must be submitted with the RFP for annual Lodgers' Tax funding explaining how fees and other revenues are to be used and include a detailed list of estimated expenses for any and all events on an annual basis.
5. Event Summaries from prior year funding will be required during the annual presentation process. Event summaries should include the number in attendance, the number of overnight stays and the actual revenue and expenditures. **Any unspent funding at the end of the funding cycle (05/01/2021-06/30/2022) will revert back to the City of Hobbs Lodgers' Tax Fund. Expenses will NOT be reimbursed after August 31, 2022.**
6. In addition to the above listed criteria, organizations requesting funding may be asked to provide the following information:
 - Proof of non-profit status and copy of last years IRS form 990
 - Proof of agency good standing with the NM Corporation Commission
 - Proof of Workers-Comp or Liability Insurance Coverage

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

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

Jamal Anwar
 Representative

Hobbs Artfield Sprouting
 Name of Organization

12-27-21
 date

Request for Lodgers' Tax Assistance

Contact Information

Organization	Hobbs Airfield Speedway
Name of Contact	Jamal Anwaad
Address	529 W. Gold Ave.
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	575-631-5099
email	Saturday312@yahoo.com

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships						
	Sales	8,000					8,000
	Donations						
	Prior Year Carryover						
	Other (please explain)						
Total Income							8,000
EXPENSE (NON- LODGERS' TAX)		Event 1	Event 2	Event 3	Event 4	Event 5	Total
	Cost of Sales Items	2,250					2,250
	Cost of Awards	5,000					5,000
	Building/Booth Rent						
	Advertising						
	Printing & Mailing						
	Print Media						
	Electronic Media						
	Misc. (Please explain)						
	Total NON- LODGERS' Exp.						

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing							
Print Media							
Electronic Media		2,250					2,250
Other	Talent	2,500					2,500
TOTAL LODGERS' TAX REQ. SUMMARY		5,050					5,050

LODGERS'
TAX

\$4,750.00 ts

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

Chris Collins

Limpy



Event Location:

Hobbs Airfield Speedway
533 N. A Street
Hobbs, N.M. 88240

Mailing Address:

Hobbs Airfield Speedway
529 W. Goid Ave.
Hobbs N.M. 88240

Promoter Contract:

Jamai Awwad
575-631-5099

Saturdays312.com

Event Date: March 5th 2022

Event time: 6pm

Promoter's Obligations:

- A. Promoter agrees to pay Chris Collins aka Limpy \$ 2,500 for his appearance at above event. Payment will be due on the date of the event.
- B. Travel expenses to be paid: No
- C. Lodging to be provided by promoter: No
- D: Provide a quality space at the venue to sell merchandise and greet the public.
The TALENT shall have the right to sell the Talent merchandise and keep 100% of the sales revenue.

F: Security: Promoter shall provide security to guard the property and protect the safety of the talent.

TALENT's Obligations:

A: Talent will make at least 1 exhibition pass (2 passes of car is in good health) on the days of the event.

B: Talent will be available for Q&A with the Fans for autographs for at least 30 minutes.

C: Talent will NOT book or participate in any appearance(s) within 4-5 hours drive 1 day prior or 1 day after scheduled appearance with promoter.

CANCELATION CLAUSE

A: At the time of the signing of this agreement the TALENT agrees that to the best of his knowledge, that the TALENT is not scheduled to work in any project that would conflict with the above event date

B: PROMOTER agrees that the TALENT may cancel the TALENTS participation in the event if the TALENT receives notice to report to a filming for a television project. PROMOTER is aware that filming and television projects can scheduled unexpectedly.

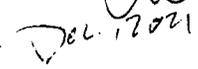
C: For any cancellations reasons the TALENT shall give the PROMOTER immediate notice of cancellation. This contract may be terminated if the date or time of the event is changed or the weather makes it impossible for the TALENT to reach the event, if weather conditions that hinder the successful start of the event, if the TALENT has not proceeded to travel to the above event facility, then any deposits received shall be refunded that premises where the event is to be held has become unfit for racing due to an act of GOD, or any emergency or any act or event not the fault of the TALENT, then the deposit shall be retained by the TALENT.

Owner *J Hobbs Airfield Speedway*
Print name: *James Arnold*
Signature 
Date: *12-27-21*

TALENT: CHRIS "LIMPY" Collins

Print Name: Chris Collins

Signature: 

Date: 

Limpy

P.O. BOX 79098

Saginaw, Tx 76179

City of Hobbs Recreation Department

"Hobbs Downtown Slam & Jam Gus Macker Basketball Tournament"



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

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

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

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

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

2. The organization requesting Lodgers' Tax funding shall designate a representative to serve in the capacity of spokesperson for that organization. The representative or designee must make all attempts to attend the Lodgers' Tax meeting or City Commission meeting as appropriate when requesting funding to answer questions.
3. All Requests for Proposal's (RFP's) for Lodgers' Tax **annual** funding must be received by **March 19th, 2021**. (This is to include all events to occur during the period indicated above for which your organization is requesting funding.)
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I have read and fully understand the above guidelines for the Lodgers' Tax Funding.

Michal Hughes
 Representative

City of Hobbs - Recreation Department
 Name of Organization

1/3/2022
 date

Received at City Hall:

 (date and time)

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

Organization	CITY OF HOBBS
Name of Contact	MICHAL HUGHES
Address	200 E. BROADWAY
City, State Zip	HOBBS, NM 88240
Phone#/Fax#	575-397-9292
email	MMHUGHES@HOBBSNM.ORG

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships	13,640.00					13,640.00
	Team Fees	16,433.00					16,433.00
	Donations						-
	Prior Year Carryover						-
	Other (please explain)						-
	Total Income		30,073.00	-	-	-	-

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
EXPENSE (NON- LODGERS' TAX	Facility Costs	1,975.00					1,975.00
	Cost of Awards	6,824.00					6,824.00
	Gus Macker Contract	10,000.00					10,000.00
	Referees/Scorekeepers	8,525.00					8,525.00
	T-Shirts	4,222.00					4,222.00
	Volunteer Food	843.00					843.00
	Electronic Media						-
	Misc. _____ (Please explain) _____						-
							-
Total NON- LODGERS' Exp.		32,389.00	-	-	-	-	32,389.00

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	1,190.00	-	-	-	-	1,190.00
Print Media	1,600.00	-	-	-	-	1,600.00
Electronic Media	18,100.00	-	-	-	-	18,100.00
Other	3,720.00	-	-	-	-	3,720.00
TOTAL LODGERS' TAX REQ. SUMMARY	24,610.00	-	-	-	-	24,610.00

LODGERS'
TAX

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

Hobbs High School Softball Boosters

"Veteran's Memorial Complex"



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

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Advertising/Promotion Items	Real Property
Sanitation	Tangible Property
Sanction Fees	

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 Representative

 Name of Organization

Received _____
 date *1-5-22 mm*

Mollie Maldonado

From: Toby Spears
Sent: Thursday, January 6, 2022 8:19 AM
To: Jan Fletcher; Mollie Maldonado
Subject: FW: EXTERNAL: Softball Lodgers tax
Attachments: Lodgers Tax Annual Request Form 2022.xlsx

This is not signed but use the email attachment as verification of submittal. Toby

From: Monica Boyle [mailto:mvboyle3@gmail.com]
Sent: Wednesday, January 5, 2022 9:49 PM
To: Toby Spears <tspears@hobbsnm.org>
Subject: EXTERNAL: Softball Lodgers tax

Hello Toby - Thank you for the opportunity to apply for the Lodgers tax. I have submitted estimated prices as we cannot finalize the purchase until this is finalized . I look forward to working with you. If you have any questions please let me know.

--

Monica Boyle
575-631-1986

 Virus-free. www.avast.com

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

Organization	Hobbs High School Softball Boosters
Name of Contact	Monica Boyle
Address	800 Pinon Dr.
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	575-631-1986
email	mvboyle3@gmail.com

Event Budget

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

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

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	3,800.00	-	-	-	-	3,800.00
Print Media	-	-	-	-	-	-
Electronic Media	-	-	-	-	-	-
Other	3,325.00	-	-	-	-	3,325.00
TOTAL LODGERS' TAX REQ. SUMMARY	7,125.00	-	-	-	-	7,125.00

LODGERS'
TAX

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

Lodgers' Tax Budget - Event Number 1 Event Information

Name of Event	Black Gold Slug Fest		
Date	March 3-5		
Location	Veteran's Memorial Complex		
Description	Combine Baseball & Softball Tournament		

Expected Attendance	1344	# of Overnights	840	
Is this an annual event?		Is this a new event?	YES	

PRINTING

	Cost	Quantity	Total		Cost	Quantity	Total
	Posters (save-the-date)	2,200.00	1		2,200.00	Flyers	
Programs	8.00	200	1,600.00	Tickets			-
SUBTOTAL			3,800.00	SUBTOTAL			-
Mailings			-	TOTAL PRINTING COSTS			3,800.00

PRINT MEDIA

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

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
Radio				-
Television				-
Social Media				-
TOTAL ELECTR. MEDIA				-

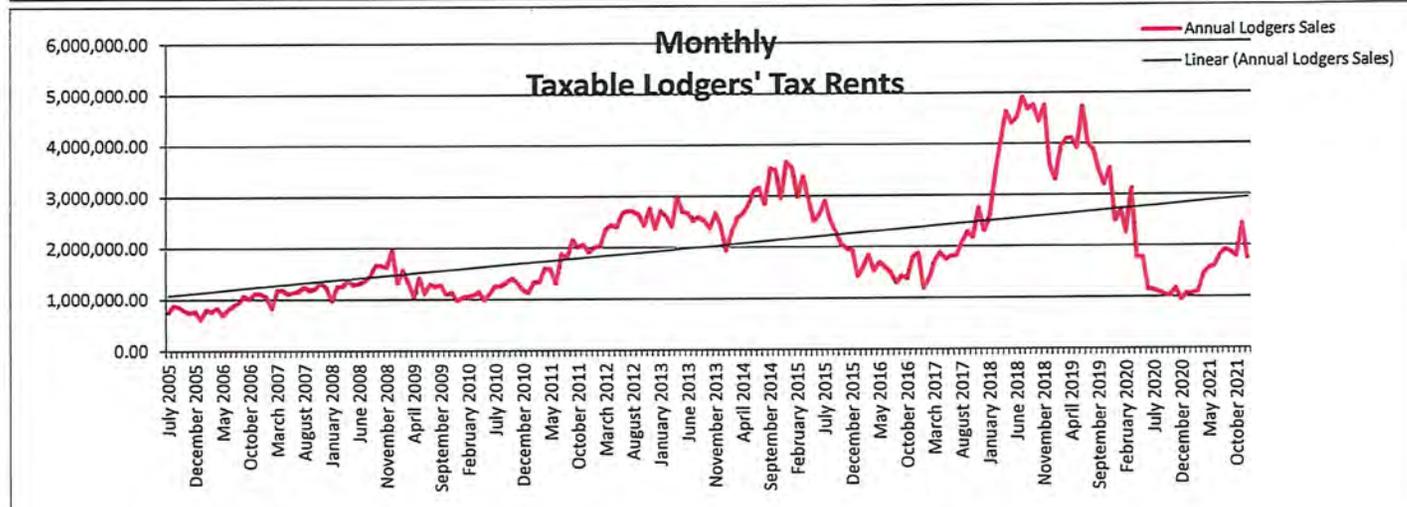
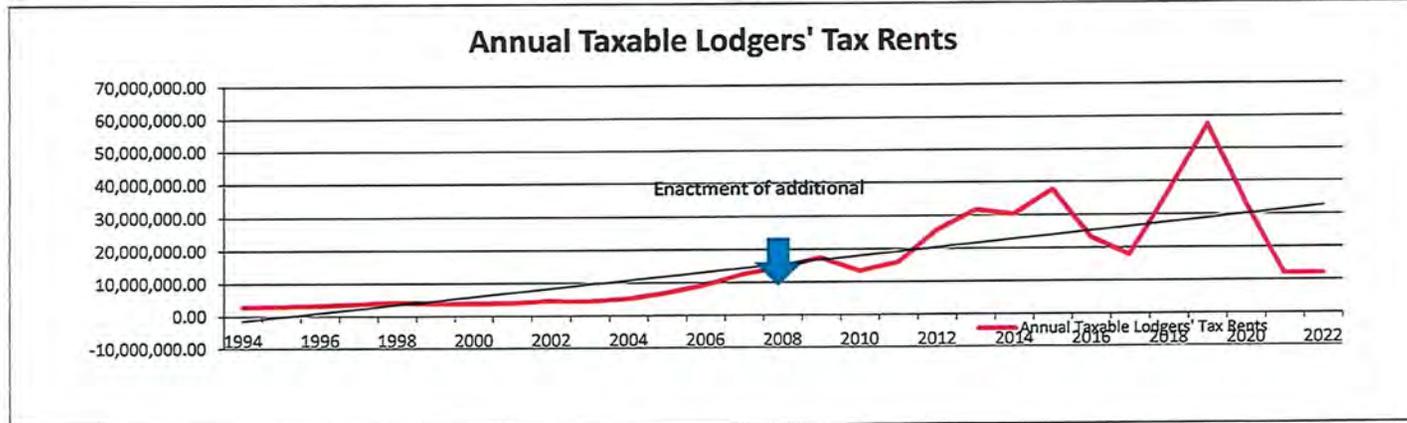
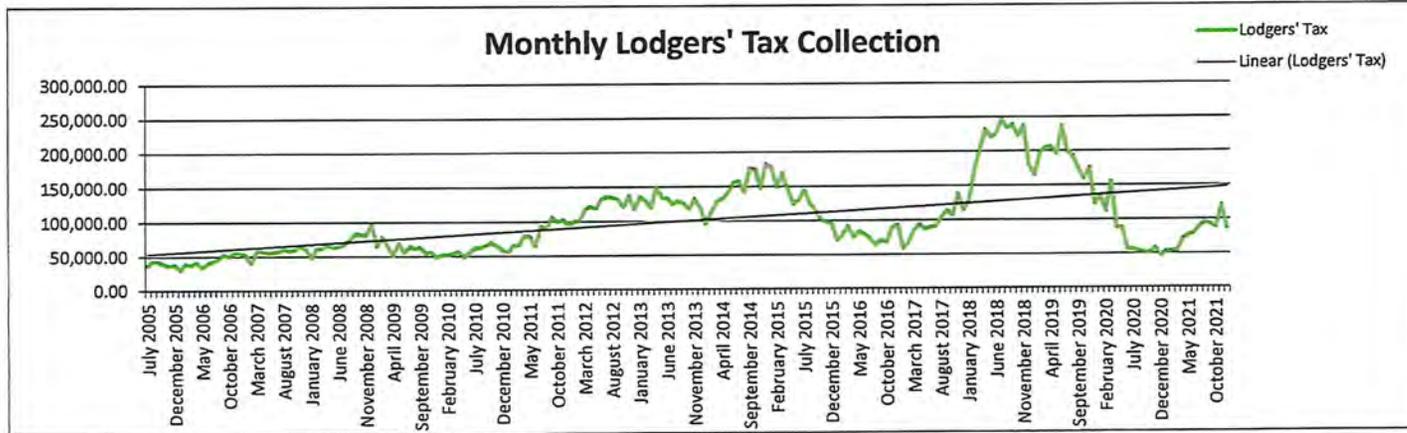
OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees				-
Sound and Lighting Costs				-
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)	Tournament Shirts	350	6.50	2,275.00
Other: (please list)	Water Bottles	350	3.00	1,050.00
				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				3,325.00

TOTAL REQUEST FOR EVENT 1

7,125.00

Instructions: Please complete all areas of BLUE that apply.



CITY OF HOBBS LODGERS' TAX PROGRAM						
12/31/2021						
	AWARD					
	PROJECT	DATE	AMOUNT	ACTUAL EXPENSE	ACTUAL OUTSTANDING GRANT	CATEGORY
12/31/2021	CASH BALANCE				1,166,972.09	
Proof of Cash:						
Beginning Cash Available for Profit, Non-Profit, and Public Entities (20%)						309,346.76
22-01	Western Heritage Museum	7-14-21	26,181.00	0.00	26,181.00	
22-02	Southwest Symphony	7-14-21	34,717.00	0.00	34,717.00	
22-03	United Way of Lea County	7-14-21	88,500.00	79,513.37	8,986.63	
22-04	Hobbs Chamber of Commerce	7-14-21	49,178.95	0.00	49,178.95	
22-05	Cycle City Promotions	7-14-21	50,000.00	50,000.00	0.00	
22-06	Hobbs Airfield Speedway, LLC	7-14-21	5,150.00	1,709.00	3,441.00	
22-11	Tuff Hedeman Bull Riding	10-14-21	20,000.00	0.00	20,000.00	
TOTAL REMAINING ALLOCATION FOR PROFIT, NON-PROFIT AND PUBLIC ENTITIES			428,549.81	0.00	116,323.58	
Add:	20% Monthly Tax Revenue (starting April 1st, 2013)				116,405.54	
Cash Available for Allocation						308,428.72
Beginning Cash Available for Local Government (City and County) (40%)						874,801.28
20-27	CITY OF HOBBS - MARKETING/BRANDING CAMPAIGN	3/2/2020	250,000.00	5,844.00	244,156.00	
22-07	CITY OF HOBBS - CORE (OPERATING)	4/14/2021	500,000.00	250,000.00	250,000.00	
22-08	CITY OF HOBBS - CORE (MARKETING)	4/14/2021	98,400.00	58,533.06	39,866.94	
22-09	CITY OF HOBBS - ROCKWIND GOLF (MARKETING)	4/14/2021	67,400.00	29,560.67	37,839.33	
22-12	CITY OF HOBBS - HOBBS TREE LIGHTING	10-14-21	18,713.81	7,805.57	10,908.24	
TOTAL REMAINING ALLOCATION FOR LOCAL GOVERNMENT			934,513.81	351,743.30	582,770.51	
Add:	40% Monthly Tax Revenue (starting April 1st, 2013)				230,811.08	
Cash Available for Allocation						587,040.22
Beginning Cash Available for Fire, EMS, Sanitation (15%)						
TOTAL REMAINING ALLOCATION FOR CITY OF HOBBS POLICE AND FIRE			86,554.15	86,554.15	0.00	
Add:	15% Monthly Tax Revenue (starting April 1st, 2013)				86,554.15	
Cash Available for Allocation						(0.00)
Beginning Cash Available for Airline subsidy (25%)						0.00
22-10	EDC - AIRLINE SUBSIDY	04/14/2021	150,000.00	40,755.65	109,244.35	
Add:	25% Monthly Tax Revenue (starting April 1st, 2013)				144,256.92	
TOTAL REMAINING ALLOCATION FOR AIRLINE SUBSIDY						
Cash Available for Allocation						35,012.57

**CITY OF HOBBS
EVENT SUMMARIES
12/31/2021**

			AMOUNT SPENT
22-03	United Way of Lea County	7-14-21	79,513.37
22-04	Hobbs Chamber of Commerce	7-14-21	0.00
22-05	Cycle City Promotions	7-14-21	50,000.00
22-06	Hobbs Airfield Speedway, LLC	7-14-21	1,709.00
22-07	CITY OF HOBBS - CORE (OPERATING)	4/14/2021	250,000.00
22-08	CITY OF HOBBS - CORE (MARKETING)	4/14/2021	58,533.06
22-09	CITY OF HOBBS - ROCKWIND GOLF (MARKETING)	4/14/2021	29,560.67
22-12	CITY OF HOBBS - TREE LIGHTING	10/14/2021	7,805.57
22-10	EDC - AIRLINE SUBSIDY	04/14/2021	40,755.65
	CITY OF HOBBS POLICE AND FIRE (SECURITY)	04/14/2021	<u>86,554.15</u>
TOTAL			604,431.47



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 18, 2022

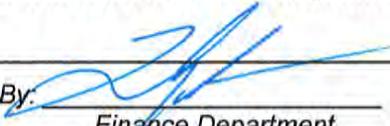
SUBJECT: Resolution Adopting Budgetary Adjustment #2 for the Fiscal Year 2021-2022
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: January 11, 2022
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

The fiscal budget of the City of Hobbs is adopted by resolution, and reviewed and approved by the Department of Finance & Administration. The budget is prepared prior to the beginning of the fiscal year, and as such, from time to time it becomes necessary to adjust the budget for items not contemplated at the time of its preparation or for issues that arise during the fiscal year.

Enclosed is a budgetary adjustment #2 for the current year. A summary of the funds adjusted is attached to this resolution. After this adjustment is approved by the Commission, it must be forwarded to the Department of Finance & Administration for their approval.

Fiscal Impact:

Reviewed By: 

Finance Department

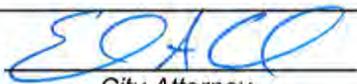
Total revenue is increased by \$3,492,491.00 and total expense increased by \$1,223,089.48 providing a budgeted ending cash balance of \$86,997,989.11 for all funds. General fund reserve is increased from 47% to 49%.

This budget adjustment also includes inter-fund cash transfers.

Attachments:

- Budget Cash Balance Sheet
- Budgeted Adjustments Detail
- Resolution approving Budget Adjustment for the fiscal year 2021-2022

Legal Review:

Approved As To Form: 

City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:



Department Director



City Manager

**CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN**

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

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

CITY OF HOBBS

RESOLUTION NO. 7152

BUDGETARY ADJUSTMENT #2

FISCAL YEAR 2021-2022

WHEREAS, the fiscal budget for the City of Hobbs is prepared, reviewed and approved prior to the beginning of the fiscal year; and

WHEREAS, from time to time it becomes necessary to adjust the budget due to items not contemplated at the time it is prepared; and

WHEREAS, included in this budgetary adjustment total revenue is increased by \$3,492,491.00 total expense is increased by \$1,223,089.48

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein referenced budget adjustments be approved.

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

PASSED, ADOPTED AND APPROVED this 18th day of January, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**City of Hobbs BAR #2
FY22 Fund Summary**

Fund	Fund Description	Beginning Cash 06/30/2021	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash
001	GENERAL	79,692,583.32	62,812,372.86	(7,833,612.39)	90,397,490.78	44,273,853.01
002	LAND ACQUISITION	370,005.05	100,000.00	-	100,000.00	370,005.05
General Fund Subtotal		80,062,588.37	62,912,372.86	(7,833,612.39)	90,497,490.78	44,643,858.06
110	LOCAL GOV CORR	1,009,548.34	225,750.00	-	563,615.69	671,682.65
120	POLICE PROTECTION	39,073.62	79,200.00	-	118,273.62	-
130	P D N (parif, drug, narcotics)	1,918.75	-	-	-	1,918.75
150	COPS GRANT	1,000.00	128,462.11	456,013.99	417,655.68	167,820.42
160	RECREATION (CORE)	1,000.00	1,742,270.00	3,816,877.70	5,218,966.98	341,180.72
170	OLDER AMERICAN	1,000.00	199,576.00	1,028,607.85	1,228,183.85	1,000.00
180	GOLF	1,000.00	727,600.00	4,220,213.35	4,947,813.35	1,000.00
190	CEMETERY	1,000.00	182,900.00	617,832.50	800,732.50	1,000.00
200	AIRPORT	305,835.97	35,300.00	-	57,500.00	283,635.97
210	Legislative Appropriations	-	3,303,000.00	-	3,303,000.00	-
220	Intergovernmental Grants	-	4,835,515.50	-	4,835,515.50	-
230	LODGERS' TAX	1,184,148.04	902,000.00	(1,069,566.00)	602,000.00	414,582.04
270	PUBLIC TRANSPORTATION	70,302.21	1,385,703.68	75,000.00	1,423,686.05	107,319.84
280	FIRE PROTECTION	913,093.62	669,660.00	-	823,991.65	758,761.97
290	EMER MEDICAL SERV	582.73	31,225.00	-	31,807.73	-
Special Revenue Subtotals		3,529,503.28	14,448,162.29	9,144,979.39	24,372,742.60	2,749,902.36
370	COMM DEVE CONST	186,193.20	750,000.00	464,806.80	1,400,000.00	1,000.00
460	BEAUTIFICATION IMPROVEMENT	1,538,849.89	-	(1,000,000.00)	-	538,849.89
480	STREET IMPROVEMENTS	3,991,956.59	1,452,139.00	(464,806.80)	1,978,148.39	3,001,140.40
490	CITY COMM. IMPROVEMENTS	7,659,699.88	2,258,416.00	(7,011,893.67)	61,238.00	2,844,984.21
Capital Project Subtotals		13,376,699.56	4,460,555.00	(8,011,893.67)	3,439,386.39	6,385,974.50
510	UTILITY BOND	-	-	307,004.90	307,004.90	-
530	WASTEWATER BOND	1,989,842.96	-	3,199,019.12	2,886,308.80	2,302,553.28
Debt Service Subtotals		1,989,842.96	-	3,506,024.02	3,193,313.70	2,302,553.28
100	SOLID WASTE	2,684,706.80	7,440,000.00	-	7,818,000.00	2,306,706.80
440	JOINT UTILITY EXTENSIONS CAPITAL PROJECT	1,000.00	885,736.20	4,011,893.67	4,897,629.87	1,000.00
600	JOINT UTILITY	1,000.00	-	7,081,748.02	7,081,747.50	1,000.52
610	JOINT UTILITY CONST	1,000.00	-	3,521,050.72	3,521,050.72	1,000.00
620	WASTE WATER PLANT CONST	7,773,078.39	86,202.65	4,707,707.55	12,565,988.59	1,000.00
630	JOINT UTILTY - WASTEWATER	1,000.00	-	4,806,031.13	4,806,031.13	1,000.00
650	JOINT UTILTY INCOME - WASTEWATER	7,409,090.12	8,265,208.00	(12,712,757.80)	30,619.00	2,930,921.32
660	JOINT UTILITY INCOME	6,148,526.09	8,725,500.00	(10,909,803.64)	-	3,964,222.45
680	METER DEPOSIT RES	1,146,891.55	375,000.00	-	375,000.00	1,146,891.55
690	INTERNAL SUPPLY	65,139.47	225,000.00	-	225,000.00	65,139.47
Utility Subtotals		25,231,432.42	26,002,646.85	505,869.65	41,321,066.81	10,418,882.11
640	MEDICAL INSURANCE	4,664,841.53	6,557,192.16	-	6,527,192.16	4,694,841.53
670	WORKERS COMP TRUST	1,150,237.21	605,864.34	-	605,864.34	1,150,237.21
740	INSURANCE - RISK	2,896,457.75	1,377,669.00	2,688,633.00	1,827,669.00	5,135,090.75
Internal Service Subtotal		8,711,536.49	8,540,725.50	2,688,633.00	8,960,725.50	10,980,169.49
700	MOTOR VEHICLE	29,528.42	4,000,000.00	-	4,000,000.00	29,528.42
710	MUNI JUDGE BOND FUND	106,707.34	-	-	-	106,707.34
720	RETIREE HEALTH INSURANCE TRUST FUND	9,000,000.00	1,288,970.22	-	1,288,970.22	9,000,000.00
730	CRIME LAB FUND	75,784.55	87,500.00	-	87,500.00	75,784.55
750	FORECLOSURE TRUST FUND	71.88	-	-	-	71.88
760	RECREATION TRUST	-	-	-	-	-
770	LIBRARY TRUST	5,984.15	1,500.00	-	1,500.00	5,984.15
780	SENIOR CITIZEN TRUST	3,319.94	3,000.00	-	3,000.00	3,319.94
790	PRAIRIE HAVEN MEM	5,833.22	50.00	-	-	5,883.22
800	COMMUNITY PARK TRUST	1,560.28	-	-	-	1,560.28
820	EVIDENCE TRUST FUND	262,627.64	5,000.00	-	-	267,627.64
830	HOBBS BEAUTIFUL	17,060.33	20,924.56	-	19,924.56	18,060.33
860	CITY AGENCY TRUST	2,121.56	1,000.00	-	1,000.00	2,121.56
Trust & Agency Subtotals		9,510,599.31	5,407,944.78	-	5,401,894.78	9,516,649.31
Grand Total All Funds		142,412,202.39	121,772,407.28	-	177,186,620.56	86,997,989.11
			3,492,491.00		1,223,089.48	

49%

BAR #2 Detail

Expense (New Money)

Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #2 Request	Total Budget	Comments
1	010100	42251		CITY COMMISSION	GRT Admin Fee	365,965.00	458,035.00	824,000.00	to cover GRT Admin Fees - increase over prior year
									increase to cover anticipated amendment to the EDC Airline
1	010100	42601		CITY COMMISSION	PROFESSIONAL SERVICES	1,794,957.00	50,000.00	1,844,957.00	Contract based on proposed Maddox Grant
1	010160	42232		MUNICIPAL COURT	SERVICE-JANITOR	17,342.08	6,296.00	23,638.08	increase to encumber 12 month janitorial contract
1	010160	42601		MUNICIPAL COURT	PROFESSIONAL SERVICES	59,000.00	3,000.00	62,000.00	to cover final FY21 payment for security services
1	010170	42601		PERSONNEL	PROFESSIONAL SERVICES	189,444.28	25,000.00	214,444.28	increase to cover covid testing
1	010181	42221		INSURANCE	INSURANCE-BONDS AND NOTARY	2,500.00	600.00	3,100.00	request to cover increased notary bond costs
1	010190	42232		MOTOR VEHICLE	SERVICE-JANITOR	15,600.00	7,241.00	22,841.00	increase to encumber 12 month janitorial contract
1	010201	42232		POLICE ADMINISTRAT	SERVICE-JANITOR	58,525.98	21,283.00	79,808.98	increase to encumber 12 month janitorial contract
1	010208	42232		PD COMMUNITY SVC	SERVICE - JANITOR	22,660.27	11,331.00	33,991.27	increase to encumber 12 month janitorial contract
1	010208	42601		PD COMMUNITY SVC	PROFESSIONAL SERVICES	420,207.00	60,092.00	480,299.00	increase budget for condemnations per HPD request
1	010220	42638	00252	FIRE/AMBULANCE	RESTRICTED EXP - OXY	5,000.00	20,000.00	25,000.00	Oxy donation greater than projection - offsetting revenue
1	010220	42638	00253	FIRE/AMBULANCE	RESTRICTED EXP - DEVON	5,000.00	(1,500.00)	3,500.00	to reduce budget to match actual donation amount
1	010310	42232		LIBRARY	SERVICE-JANITOR	52,063.84	23,877.00	75,940.84	increase to encumber 12 month janitorial contract
									to increase State Grant in Aid expense to match actual grant
1	010310	46326		LIBRARY	STATE GRANTS-IN-AID	8,145.00	1,568.00	9,713.00	award - offsetting revenue
1	010320	42232		PARKS	SERVICE-JANITOR	14,000.00	1,567.00	15,567.00	increase to encumber 12 month janitorial contract
									expense for Hobbs Downtown Slam & Jam Gus Macker
1	010330	42642	00246	RECREATION	GUS MACKER - LODGERS' TAX	-	24,610.00	24,610.00	Tournament (pending approval of Lodgers' Tax award)
1	010332	42232		TEEN RECREATION	SERVICE-JANITOR	14,675.28	3,782.00	18,457.28	increase to encumber 12 month janitorial contract
1	010335	42601		POOLS	PROFESSIONAL SERVICES	-	51,000.00	51,000.00	operating carryover for aquatics contract
1	010342	42357	00333	PUBLIC INFORMATION	LEDA OUTREACH	-	10,000.00	10,000.00	funding for LEDA outreach advertising
1	010421	42384		BUILDING MAINTENA	DA OFFICE - EXPENDITURES	20,000.00	27,439.00	47,439.00	increase to encumber 12 month janitorial contract
									to correct clerical error made when keying budget - expense is
1	010422	42202		CODE ENFORCEMENT	COMMUNICATIONS	240.03	1,320.00	1,560.03	for hotspots for inspectors
1	010425	42232		CRIME LAB	SERVICE-JANITOR	7,666.47	2,789.00	10,455.47	increase to encumber 12 month janitorial contract
1 Total							809,330.00		
									request to cover expenses related to the vaccine outreach grant
17	174017	42321	00331	OLDER AMERICANS F	VACCINE OUTREACHGRANT	-	1,656.00	1,656.00	- offsetting revenue
17	174017	42610	00800	OLDER AMERICANS F	HOUSE BILL II PROJECTS	120,000.00	25,700.00	145,700.00	to fund food purchase contracts for senior center
17	174017	42610	00801	OLDER AMERICANS F	HOUSE BILL II PROJECTS	100,000.00	20,000.00	120,000.00	to fund food purchase contracts for senior center
17 Total							47,356.00		
18	184316	42232		GOLF CLUBHOUSE	SERVICE-JANITOR	38,000.00	13,149.00	51,149.00	increase to encumber 12 month janitorial contract
18 Total							13,149.00		
19	194019	42608		CEMETERY FUND	CLAIMS BY OTHERS	-	1,500.00	1,500.00	request to cover claims by others in 1st qtr FY22
19 Total							1,500.00		
27	274027	42232		PUBLIC TRANSPORTA	SERVICE-JANITOR	12,000.00	3,627.00	15,627.00	increase to encumber 12 month janitorial contract

BAR #2 Detail

27 Total						3,627.00		
28	284028	42714		FIRE PROTECTION FU PUBLIC SAFETY EQUIPMENT	-	74,590.00	74,590.00	missed carryover for prior year encumbrance
28 Total						74,590.00		
60	604600	42608		ADMINISTRATIVE CLAIMS BY OTHERS	-	16,000.00	16,000.00	request to cover claims by others in 1st qtr FY22
60	604600	42232		ADMINISTRATIVE SERVICE-JANITOR	20,500.00	7,236.00	27,736.00	increase to encumber 12 month janitorial contract
60	604600	42241		ADMINISTRATIVE Sales Tax Expense	-	300,000.00	300,000.00	sales tax expense overlooked in preliminary budget
60	604600	42608		ADMINISTRATIVE CLAIMS BY OTHERS	-	15,552.48	15,552.48	increase to cover claims by others not previously budgeted
60 Total						338,788.48		
63	634300	42241		ADMINISTRATION (W Sales Tax Expense	-	325,000.00	325,000.00	sales tax expense overlooked in preliminary budget
63 Total						325,000.00		
Grand Total						1,613,340.48		

Expense (Transfers)

Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #2 Request	Total Budget	Comments
1	010220	41102		FIRE/AMBULANCE	OVERTIME	437,500.00	400,000.00	837,500.00	transfer overtime PERA budget to overtime - PERA overtime not as much as previously projected
1	010220	41103		FIRE/AMBULANCE	OVERTIME - PERA	437,500.00	(400,000.00)	37,500.00	transfer overtime PERA budget to overtime - PERA overtime not as much as previously projected
1	010320	42303		PARKS	SUPPLIES-JANITOR	13,000.00	(300.00)	12,700.00	transfer to cover vehicle mtc supplies from janitor supplies
1	010320	42402		PARKS	VEHICLE MAINTENANCE	15,000.00	300.00	15,300.00	transfer to cover vehicle mtc supplies from janitor supplies
1	010326	42215		HARRY MCADAMS	RECONDITIONING OF PUMPS	16,000.00	(300.00)	15,700.00	transfer from reconditioning pumps to cover large purchase
1	010326	42301		HARRY MCADAMS	SUPPLIES-OFFICE	500.00	300.00	800.00	transfer from reconditioning pumps to cover large purchase
1	010412	42302		TRAFFIC	TRAVEL, MEALS AND SCHOOLS	3,500.00	100.00	3,600.00	transfer from small tools to cover travel expense
1	010412	42307		TRAFFIC	SMALL HAND TOOLS	500.00	(100.00)	400.00	transfer from small tools to cover travel expense
17	174017	42321		OLDER AMERICANS F	SPECIAL EVENTS AND PRIZES	12,800.00	(3,000.00)	9,800.00	reclass from special events to fund vehicle accident repair
17	174017	42608		OLDER AMERICANS F	CLAIMS BY OTHERS	-	3,000.00	3,000.00	reclass from special events to fund vehicle accident repair
18	184316	42320		GOLF CLUBHOUSE	SPECIAL PROGRAMS PRESENTA	3,950.00	3,122.00	7,072.00	reclass from tournament expense to cover excess expenses
18	184316	42388		GOLF CLUBHOUSE	TOURNAMENT EXPENSE	22,600.00	(3,122.00)	19,478.00	reclass to special programs to cover excess expenses
63	634370	42337		WASTEWATER (WWT	CHEMICALS	182,000.00	37,000.00	219,000.00	reclass for chemicals
63	634370	42501		WASTEWATER (WWT	BUILDING AND GROUNDS	55,000.00	(15,000.00)	40,000.00	reclass for chemicals
63	634370	42403		WASTEWATER (WWT	MACHINE REPAIR AND MAINTENAN	116,500.00	(15,000.00)	101,500.00	reclass for chemicals
63	634370	42570		WASTEWATER (WWT	CORROSION CONTROL	10,000.00	(7,000.00)	3,000.00	reclass for chemicals

BAR #2 Detail

Expense (Salary Changes)

Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #2 Request	Total Budget	Comments
1	010125	41101		PLANNING	SALARIES	163,086.14	889.00	163,975.14	reclass Engineering/Planning Assistant fromOS8 toOS7 with 5% increase due to elevated duties.
1	010125	41111		PLANNING	FICA	13,141.42	68.00	13,209.42	reclass Engineering/Planning Assistant fromOS8 toOS7 with 5% increase due to elevated duties.
1	010125	41112		PLANNING	PERA	22,333.94	120.00	22,453.94	reclass Engineering/Planning Assistant fromOS8 toOS7 with 5% increase due to elevated duties.
1	010130	41101		CLERKS OFFICE	SALARIES	348,962.40	5,773.00	354,735.40	reclass Clerk Assistant position to New Assistant Deputy Clerk
1	010130	41111		CLERKS OFFICE	FICA	28,446.08	442.00	28,888.08	reclass Clerk Assistant position to New Assistant Deputy Clerk
1	010130	41112		CLERKS OFFICE	PERA	49,145.65	782.00	49,927.65	reclass Clerk Assistant position to New Assistant Deputy Clerk
1	010190	41101		MOTOR VEHICLE	SALARIES	373,641.54	(29,120.00)	344,521.54	removal of vacant positions from the budget
1	010190	41111		MOTOR VEHICLE	FICA	30,126.25	(2,228.00)	27,898.25	removal of vacant positions from the budget
1	010190	41112		MOTOR VEHICLE	PERA	51,482.71	(3,946.00)	47,536.71	removal of vacant positions from the budget
1	010220	41101		FIRE/AMBULANCE	SALARIES	5,319,481.85	7,075.00	5,326,556.85	reclass Fire Prevention Specialist to Fire Inspector
1	010220	41111		FIRE/AMBULANCE	FICA	445,190.45	541.00	445,731.45	reclass Fire Prevention Specialist to Fire Inspector
1	010220	41112		FIRE/AMBULANCE	PERA	1,716,988.01	959.00	1,717,947.01	reclass Fire Prevention Specialist to Fire Inspector
1	010320	41101		PARKS	SALARIES	1,117,660.74	(10,869.00)	1,106,791.74	reclass (2) Parks Construction Worker positions to (1) New Parks Specialist & (1) New Parks Equipment Mechanic
1	010320	41111		PARKS	FICA	94,923.36	(831.00)	94,092.36	reclass (2) Parks Construction Worker positions to (1) New Parks Specialist & (1) New Parks Equipment Mechanic
1	010320	41112		PARKS	PERA	153,279.44	(1,473.00)	151,806.44	reclass (2) Parks Construction Worker positions to (1) New Parks Specialist & (1) New Parks Equipment Mechanic
1	010326	41101		HARRY MCADAMS	SALARIES	110,726.30	(10,842.00)	99,884.30	reclass (1) Seasonal Position at McAdams & (4) Seasonal Positions at Golf Mtc to create (2) New Parks Specialists
1	010326	41111		HARRY MCADAMS	FICA	10,602.84	(829.00)	9,773.84	reclass (1) Seasonal Position at McAdams & (4) Seasonal Positions at Golf Mtc to create (2) New Parks Specialists
1	010326	41112		HARRY MCADAMS	PERA	15,133.49	(1,469.00)	13,664.49	reclass (1) Seasonal Position at McAdams & (4) Seasonal Positions at Golf Mtc to create (2) New Parks Specialists
1	010332	41101		TEEN RECREATION	SALARIES	153,051.68	578.00	153,629.68	to fund minimum wage increase on 01/01/2022
1	010332	41111		TEEN RECREATION	FICA	12,113.14	45.00	12,158.14	to fund minimum wage increase on 01/01/2022
1	010332	41112		TEEN RECREATION	PERA	21,252.05	79.00	21,331.05	to fund minimum wage increase on 01/01/2022
1	010335	41101		POOLS	SALARIES	71,401.06	520.00	71,921.06	to fund minimum wage increase on 01/01/2022
1	010335	41111		POOLS	FICA	39,353.08	40.00	39,393.08	to fund minimum wage increase on 01/01/2022

BAR #2 Detail

1	010335	41112	POOLS	PERA	9,804.92	71.00	9,875.92	to fund minimum wage increase on 01/01/2022
1	010410	41101	ENGINEERING	SALARIES	400,103.30	8,729.00	408,832.30	reclass Staff Engineer to New Deputy City Engineer
1	010410	41111	ENGINEERING	FICA	30,105.72	668.00	30,773.72	reclass Staff Engineer to New Deputy City Engineer
1	010410	41112	ENGINEERING	PERA	54,628.63	1,183.00	55,811.63	reclass Staff Engineer to New Deputy City Engineer
1	010412	41101	TRAFFIC	SALARIES	164,649.15	13,901.00	178,550.15	over hire Traffic Supervisor position for retirement transition
1	010412	41111	TRAFFIC	FICA	13,862.28	1,063.00	14,925.28	over hire Traffic Supervisor position for retirement transition
1	010412	41112	TRAFFIC	PERA	22,778.38	1,884.00	24,662.38	over hire Traffic Supervisor position for retirement transition
1	010415	41101	MAPPING	SALARIES	156,194.02	(37,877.00)	118,317.02	removal of vacant positions from the budget
1	010415	41111	MAPPING	FICA	13,257.80	(2,898.00)	10,359.80	removal of vacant positions from the budget
1	010415	41112	MAPPING	PERA	21,164.29	(5,132.00)	16,032.29	removal of vacant positions from the budget
1	010423	41101	CODE ENFORCEMENT	SALARIES	954,811.42	(33,446.00)	921,365.42	removal of vacant positions from the budget
1	010423	41111	STREETS/HIGHWAYS	FICA	86,474.40	(2,559.00)	83,915.40	removal of vacant positions from the budget
1	010423	41112	STREETS/HIGHWAYS	PERA	132,140.16	(4,532.00)	127,608.16	removal of vacant positions from the budget
1 Total						(102,641.00)		
16	164016	41101	HEALTH WELLNESS LE	SALARIES	2,313,074.94	9,750.00	2,322,824.94	to fund minimum wage increase on 01/01/2022
16	164016	41101	HEALTH WELLNESS LE	SALARIES	2,313,074.94	(154,185.00)	2,158,889.94	removal of vacant positions from the budget
16	164016	41111	HEALTH WELLNESS LE	FICA	183,717.21	746.00	184,463.21	to fund minimum wage increase on 01/01/2022
16	164016	41111	HEALTH WELLNESS LE	FICA	183,717.21	(11,795.00)	171,922.21	removal of vacant positions from the budget
16	164016	41112	HEALTH WELLNESS LE	PERA	313,405.10	1,322.00	314,727.10	to fund minimum wage increase on 01/01/2022
16	164016	41112	HEALTH WELLNESS LE	PERA	313,405.10	(20,892.00)	292,513.10	removal of vacant positions from the budget
16 Total						(175,054.00)		
17	174017	41101	OLDER AMERICANS F	SALARIES	178,262.05	193.00	178,455.05	to fund minimum wage increase on 01/01/2022
17	174017	41111	OLDER AMERICANS F	FICA	15,215.19	15.00	15,230.19	to fund minimum wage increase on 01/01/2022
17	174017	41112	OLDER AMERICANS F	PERA	24,646.26	27.00	24,673.26	to fund minimum wage increase on 01/01/2022
17 Total						235.00		
18	184315	41101	GOLF MTC	SALARIES	894,828.38	(914.00)	893,914.38	reclass (1) Seasonal Position at McAdams & (4) Seasonal Positions at Golf Mtc to create (2) New Parks Specialists
18	184315	41111	GOLF MTC	FICA	83,033.73	(70.00)	82,963.73	reclass (1) Seasonal Position at McAdams & (4) Seasonal Positions at Golf Mtc to create (2) New Parks Specialists
18	184315	41112	GOLF MTC	PERA	122,295.95	(124.00)	122,171.95	reclass (1) Seasonal Position at McAdams & (4) Seasonal Positions at Golf Mtc to create (2) New Parks Specialists
18	184316	41101	GOLF CLUBHOUSE	SALARIES	193,476.51	453.00	193,929.51	to fund minimum wage increase on 01/01/2022
18	184316	41101	GOLF CLUBHOUSE	SALARIES	193,476.51	4,119.00	197,595.51	reclass Assistant Golf Pro position to New Director of Instruction/ Community Engagement
18	184316	41111	GOLF CLUBHOUSE	FICA	18,830.97	35.00	18,865.97	to fund minimum wage increase on 01/01/2022
18	184316	41111	GOLF CLUBHOUSE	FICA	18,830.97	315.00	19,145.97	reclass Assistant Golf Pro position to New Director of Instruction/ Community Engagement
18	184316	41112	GOLF CLUBHOUSE	PERA	26,216.07	62.00	26,278.07	to fund minimum wage increase on 01/01/2022

BAR #2 Detail

Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #2 Request	Total Budget	Comments
18	184316	41112		GOLF CLUBHOUSE	PERA	26,216.07	558.00	26,774.07	reclass Assistant Golf Pro position to New Director of Instruction/ Community Engagement
18 Total							4,434.00		
60	604610	41101		WATER DISTRIBUTION	SALARIES	944,432.00	(41,246.00)	903,186.00	removal of vacant positions from the budget
60	604610	41111		WATER DISTRIBUTION	FICA	87,427.84	(3,155.00)	84,272.84	removal of vacant positions from the budget
60	604610	41112		WATER DISTRIBUTION	PERA	128,892.65	(5,589.00)	123,303.65	removal of vacant positions from the budget
60	604685	41101		SCADA/COMPUTER O	SALARIES	204,171.71	(55,474.00)	148,697.71	removal of vacant positions from the budget
60	604685	41111		SCADA/COMPUTER O	FICA	16,326.01	(4,244.00)	12,082.01	removal of vacant positions from the budget
60	604685	41112		SCADA/COMPUTER O	PERA	27,770.96	(7,517.00)	20,253.96	removal of vacant positions from the budget
60 Total							(117,225.00)		
Grand Total							(390,251.00)		

Revenue

Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #2 Request	Total Budget	Comments
1	019999	30631	00252		Restricted Donations - Oxy	(5,000.00)	(20,000.00)	(25,000.00)	Oxy donation greater than projection - offsetting expense
1	019999	30631	00253		Restricted Donations - Devon	(5,000.00)	1,500.00	(3,500.00)	to reduce budget to match actual donation amount
1	019999	30708	00332		MADDOX EDC MKTG GRANT	-	(50,000.00)	(50,000.00)	revenue to recognize anticipated amendment to the EDC Airline Contract based on proposed Maddox Grant
1	019999	30715			LIBRARY GRANT	(69,884.71)	(1,568.00)	(71,452.71)	to increase State Grant in Aid expense to match actual grant award - offsetting revenue
1	019999	30109			GROSS RECEIPTS 1.25%	(20,860,965.00)	(1,450,000.00)	(22,310,965.00)	increase GF GRT revenue to new projection of \$44.5 million
1	019999	30309			GROSS RECEIPTS TAX-1.225%	(20,800,000.00)	(1,450,000.00)	(22,250,000.00)	increase GF GRT revenue to new projection of \$44.5 million
1 Total							(2,970,068.00)		
17	179999	30702	00331		VACCINATION OUTREACH GRANT	-	(1,656.00)	(1,656.00)	request to cover expenses related to the vaccine outreach grant - offsetting expense
17 Total							(1,656.00)		
23	239999	30110			LODGERS' TAX	(600,000.00)	(300,000.00)	(900,000.00)	increase lodgers' tax revenue to \$900K
23 Total							(300,000.00)		
49	499999	30111			GROSS RECEIPTS .125%	(2,111,238.00)	(147,178.00)	(2,258,416.00)	increase infrastructure by same percentage as general fund
49 Total							(147,178.00)		
65	659999	30112			GROSS RECEIPTS .0625%	(1,055,619.00)	(73,589.00)	(1,129,208.00)	increase environmental by same percentage as general fund
65 Total							(73,589.00)		
Grand Total							(3,492,491.00)		

BAR #2 Detail

Transfers

Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #2 Request	Total Budget	Comments
1	019999	30803			Transfer to 17	982,672.85	45,935.00	1,028,607.85	transfer between funds due to negative fund balance
1	019999	30804			Transfer to 18	4,135,230.35	17,583.00	4,152,813.35	transfer between funds due to negative fund balance
1	019999	30805			Transfer to 19	616,332.50	1,500.00	617,832.50	transfer between funds due to negative fund balance
1	019999	30808			Transfer to 27	-	75,000.00	75,000.00	**need to add money for Hobbs Express transfers
1	019999	30828			Transfer from 23	(334,156.00)	(24,610.00)	(358,766.00)	transfer from lodgers' tax to general fund for Gus Macker transfer from lodgers' tax to general fund for security &
1	019999	30828			Transfer from 23	(334,156.00)	(45,000.00)	(379,156.00)	sanitation
17	179999	30830			Transfer from 1	(982,672.85)	(45,935.00)	(1,028,607.85)	transfer between funds due to negative fund balance
18	189999	30802			Transfer from 1	(4,135,230.35)	(17,583.00)	(4,152,813.35)	transfer between funds due to negative fund balance
19	199999	30832			Transfer from 1	(616,332.50)	(1,500.00)	(617,832.50)	transfer between funds due to negative fund balance
23	239999	30815			Transfer to 1	334,156.00	24,610.00	358,766.00	transfer from lodgers' tax to general fund for Gus Macker transfer from lodgers' tax to general fund for security &
23	239999	30815			Transfer to 1	334,156.00	45,000.00	379,156.00	sanitation
27	279999	30834			Transfer from 1	-	(75,000.00)	(75,000.00)	transfer between funds due to negative fund balance
60	609999	30845			Transfer from 66	(6,860,184.02)	(221,564.00)	(7,081,748.02)	transfer between funds due to negative fund balance
63	639999	30844			Transfer from 65	(4,481,031.13)	(325,000.00)	(4,806,031.13)	transfer between funds due to negative fund balance
65	659999	30822			Transfer to 63	4,481,031.13	325,000.00	4,806,031.13	transfer between funds due to negative fund balance
66	669999	30824			Transfer to 60	6,860,184.02	221,564.00	7,081,748.02	transfer between funds due to negative fund balance
							-		



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

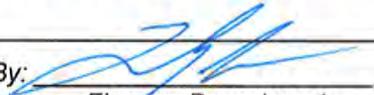
MEETING DATE: January 18, 2022

SUBJECT: Resolution approving the FY2022 DFA 2nd Quarter (December 2021) Financial Report
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: January 11, 2022
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

Submitting the FY2022 2nd Quarter DFA Financial Report for the approval of the Governing Body. The Department of Finance and Administration only requires that the 4th Quarter DFA Report be approved by resolution, however, it **recommends** all quarterly reports be approved by the governing body.

Fiscal Impact:

Reviewed By: 
Finance Department

The ending cash balance represents actual revenue and expenditure activity from 07/01/21-12/31/21.

- Actual Ending Cash Balance at 12/31/2021 is \$146,092,613.96 for all funds (restricted and unrestricted).
- The City of Hobbs year-to-date actual revenues and expenditures for the period are \$61,519,761.02 and \$58,191,216.65 respectively.

Attachments:

- 2nd Quarter DFA Report Recap
- December 31, 2021 City of Hobbs Cash Report
- Resolution approving 2nd Quarter DFA Report

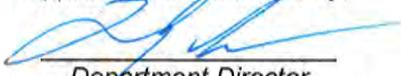
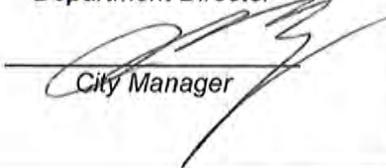
Legal Review:

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

CITY OF HOBBS
RESOLUTION NO. 7153

A RESOLUTION APPROVING THE FY2022
DFA 2nd QUARTER FINANCIAL REPORT

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

WHEREAS, the ending cash balance for the period ended December 31, 2021 was \$146,092,613.96 for all funds; and

WHEREAS, the City of Hobbs actual year-to-date revenue and expenditures for fiscal year 2022 crosswalk the amounts to the DFA 2nd Quarter Financial Report;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein referenced 2nd Quarter Financial Report be approved.

PASSED, ADOPTED AND APPROVED this 18th day of January, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

City of Hobbs
Cash Balance by Fund
12/31/2021

		Ending Cash	June - July	Actual Cash	June - July	FY22	Ending Cash
		06/30/2021	FY2022	TRANSFERS	FY2022	Balance Sheet	12/31/21
			Revenues		Expenditures	Adjustments	
GOVERNMENTAL FUNDS							
11000	001 GENERAL	79,692,583.32	31,140,105.91	(4,506,105.21)	30,997,846.06	(342,582.42)	75,671,320.38
29900	002 LAND ACQUISITION	370,005.05	6,500.00	-	-	-	376,505.05
		80,062,588.37	31,146,605.91	(4,506,105.21)	30,997,846.06	(342,582.42)	76,047,825.43
SPECIAL REVENUES							
20100	110 LOCAL GOV CORR	1,009,548.34	75,054.26	-	18,914.48	-	1,065,688.12
21100	120 POLICE PROTECTION	39,073.62	79,200.00	-	59,401.39	-	58,872.23
29900	130 P D N (parif, drug, narcotics)	1,918.75	-	-	-	-	1,918.75
29900	150 COPS GRANT	1,000.00	133,005.74	-	102,390.33	-	31,615.41
21700	160 HWLC	1,000.00	871,653.34	1,084,719.47	1,956,468.15	(95.34)	1,000.00
21900	170 OLDER AMERICAN	1,000.00	121,111.22	405,779.09	526,890.31	-	1,000.00
51800	180 GOLF	1,000.00	543,275.13	885,373.59	1,428,705.88	(57.16)	1,000.00
50600	190 CEMETERY	1,000.00	133,945.80	134,803.91	268,749.71	-	1,000.00
50400	200 AIRPORT	305,835.97	79,996.51	-	680.43	-	385,152.05
30300	210 LEGISLATIVE APPROP	-	398,944.00	-	398,944.00	-	-
21800	220 INTERGOVERNMENTAL GRANTS	-	4,835,515.50	-	-	-	4,835,515.50
21400	230 LODGERS' TAX	1,184,148.04	577,351.60	(432,453.45)	171,978.02	-	1,157,068.17
29900	270 PUBLIC TRANSPORTATION	70,302.21	277,025.21	39,249.60	385,577.02	-	1,000.00
20900	280 FIRE PROTECTION	913,093.62	306,262.56	-	206,757.14	-	1,012,599.04
20600	290 EMER MEDICAL SERV	582.73	31,225.00	-	14,191.00	-	17,616.73
30200	370 COMM DEVE CONST	186,193.20	-	-	-	-	186,193.20
		3,715,696.48	8,463,565.87	2,117,472.21	5,539,647.86	(152.50)	8,757,239.20
CAPITAL PROJECTS FUNDS							
39900	460 BEAUTIFICATION IMPROVEMENI	1,538,849.89	-	-	-	-	1,538,849.89
21600	480 STREET IMPROVEMENTS	3,991,956.59	473,225.17	-	107,472.35	-	4,357,709.41
39900	490 CITY COMM. IMPROVEMENTS	7,659,699.88	1,211,158.15	(221,529.45)	34,596.77	-	8,614,731.81
		13,190,506.36	1,684,383.32	(221,529.45)	142,069.12	-	14,511,291.11
DEBT SERVICE FUNDS							
40400	510 UTILITY BOND	0.00	-	126,818.89	126,818.89	-	0.00
40400	530 2005 WASTEWATER BOND ISSU	1,989,842.96	-	1,921,489.12	1,921,489.12	-	1,989,842.96
		1,989,842.96	-	2,048,308.01	2,048,308.01	-	1,989,842.96
	TOTAL GOVERNMENTAL FUNDS	98,958,634.17	41,294,555.10	(561,854.44)	38,727,871.05	(342,734.92)	101,306,198.70
ENTERPRISE FUNDS							
50200	100 SOLID WASTE	2,684,706.80	3,784,727.93	-	3,724,021.17	-	2,745,413.56
39900	440 JOINT UTILITY EXTENSIONS CAPI	1,000.00	589,246.28	221,529.45	771,753.89	-	40,021.84
50100	600 JOINT UTILITY	1,000.00	-	2,761,588.19	2,761,588.29	(0.10)	1,000.00
50100	610 JOINT UTILITY CONST	1,000.00	-	687,566.55	687,566.55	-	1,000.00
50300	620 WASTE WATER PLANT CONST	7,773,078.39	12,323.56	-	292,380.96	-	7,493,020.99
50300	630 JOINT UTILITY - WASTEWATER	1,000.00	-	1,834,401.03	1,834,401.03	-	1,000.00
50300	650 JOINT UTILITY INCOME - WASTE	7,409,090.12	4,255,617.03	(3,755,890.15)	17,298.25	-	7,891,518.75
50100	660 JOINT UTILITY INCOME	6,148,526.09	4,385,489.90	(3,575,973.63)	-	(54.51)	6,958,096.87
50100	680 METER DEPOSIT RES	1,146,891.55	168,970.39	-	126,400.17	-	1,189,461.77
	TOTAL ENTERPRISE FUNDS	25,166,292.95	13,196,375.09	(1,826,778.56)	10,215,410.31	(54.61)	26,320,533.78
INTERNAL SERVICE FUNDS							
69900	640 MEDICAL INSURANCE	4,664,841.53	3,769,710.44	-	3,882,476.23	-	4,552,075.74
69900	670 WORKERS COMP TRUST	1,150,237.21	201,749.95	-	196,440.89	-	1,155,546.27
69900	690 INTERNAL SUPPLY	65,139.47	82,476.55	-	114,512.13	-	33,103.89
69900	740 INSURNACE - RISK	2,896,457.75	178,836.14	2,388,633.00	1,685,607.27	-	3,778,319.62
	TOTAL INTERNAL SERVICE FUNDS	8,776,675.96	4,232,773.08	2,388,633.00	5,879,036.52	-	9,519,045.52
TRUST AND AGENCY FUNDS							
79900	700 MOTOR VEHICLE	29,528.42	2,258,359.15	-	2,272,248.50	(1,413.70)	17,052.77
79900	710 MUNI JUDGE BOND FUND	106,707.34	-	-	-	(406.00)	107,113.34
79900	720 RETIREE HEALTH INSURANCE TRI	9,000,000.00	564,156.75	-	1,060,814.63	(7,257.97)	8,510,600.09
79900	730 CRIME LAB FUND	75,784.55	25,723.00	-	27,416.00	-	74,091.55
79900	750 FORECLOSURE TRUST FUND	71.88	-	-	-	-	71.88
79900	770 LIBRARY TRUST	5,984.15	138.15	-	49.29	-	6,073.01
79900	780 SENIOR CITIZEN TRUST	3,319.94	535.00	-	-	-	3,854.94
79900	790 PRAIRIE HAVEN MEM	5,833.22	1.44	-	-	-	5,834.66
79900	800 COMMUNITY PARK TRUST	1,560.28	0.39	-	-	-	1,560.67
79900	820 EVIDENCE TRUST FUND	262,627.64	(55,792.99)	-	-	-	206,834.65
79900	830 HOBBS BEAUTIFUL	17,060.33	2,504.32	-	7,640.84	-	11,923.81
79900	860 CITY AGENCY TRUST	2,121.56	432.54	-	729.51	-	1,824.59
	TOTAL TRUST AND AGENCY FUNDS	9,510,599.31	2,796,057.75	-	3,368,898.77	(9,077.67)	8,946,835.96
	GRAND TOTAL ALL FUNDS	142,412,202.39	61,519,761.02	-	58,191,216.65	(351,867.20)	146,092,613.96

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

Report Recap - Fiscal Year 2021-2022 - Hobbs (City) - FY2022 Q2

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Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	79,692,584.00	0.00	31,140,105.91	-4,506,105.21	30,997,846.06	342,582.42	75,671,321.06	2,583,153.84	73,088,167.22
20100 Corrections	1,009,549.00	0.00	75,054.26	0.00	18,914.48	0.00	1,065,688.78	0.00	1,065,688.78
20600 Emergency Medical Services	583.00	0.00	31,225.00	0.00	14,191.00	0.00	17,617.00	0.00	17,617.00
20900 Fire Protection	913,094.00	0.00	306,262.56	0.00	206,757.14	0.00	1,012,599.42	0.00	1,012,599.42
21100 Law Enforcement Protection	39,074.00	0.00	79,200.00	0.00	59,401.39	0.00	58,872.61	0.00	58,872.61
21400 Lodgers' Tax	1,184,149.00	0.00	577,351.60	-432,453.45	171,978.02	0.00	1,157,069.13	0.00	1,157,069.13
21600 Municipal Street	3,991,957.00	0.00	473,225.17	0.00	107,472.35	0.00	4,357,709.82	0.00	4,357,709.82
21700 Recreation	1,000.00	0.00	871,653.34	1,084,719.47	1,956,468.15	95.34	1,000.00	0.00	1,000.00
21800 Intergovernmental Grants	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21900 Senior Citizens	1,000.00	0.00	121,111.22	405,779.09	526,890.31	0.00	1,000.00	0.00	1,000.00
26000 American Rescue Plan Act	0.00	0.00	4,835,515.50	0.00	0.00	0.00	4,835,515.50	0.00	4,835,515.50
29900 Other Special Revenue	443,227.00	0.00	416,530.95	39,249.60	487,967.35	0.00	411,040.20	0.00	411,040.20
30200 CDBG (HUD) Project	186,194.00	0.00	0.00	0.00	0.00	0.00	186,194.00	0.00	186,194.00
30300 State Legislative Appropriation Project	0.00	0.00	398,944.00	0.00	398,944.00	0.00	0.00	0.00	0.00
39900 Other Capital Projects	9,199,550.00	0.00	1,800,404.43	0.00	806,350.66	0.00	10,193,603.77	0.00	10,193,603.77
40400 NMFA Loan Debt Service	1,989,843.00	0.00	0.00	2,048,308.01	2,048,308.01	0.00	1,989,843.00	0.00	1,989,843.00
50100 Water Enterprise	7,297,418.00	0.00	4,554,460.29	-126,818.89	3,575,555.01	54.61	8,149,559.00	0.00	8,149,559.00
50200 Solid Waste Enterprise	2,684,707.00	0.00	3,784,727.93	0.00	3,724,021.17	0.00	2,745,413.76	0.00	2,745,413.76
50300 Wastewater/Sewer Enterprise	15,183,169.00	0.00	4,267,940.59	-1,921,489.12	2,144,080.24	0.00	15,385,540.23	0.00	15,385,540.23

50400 Airport Enterprise	305,836.00	0.00	79,996.51	0.00	680.43	0.00	385,152.08	0.00	385,152.08
50600 Cemetery Enterprise	1,000.00	0.00	133,945.80	134,803.91	268,749.71	0.00	1,000.00	0.00	1,000.00
51800 Golf Course Enterprise	1,000.00	0.00	543,275.13	885,373.59	1,428,705.88	57.16	1,000.00	0.00	1,000.00
69900 Other Internal Service	8,776,676.00	0.00	4,232,773.08	2,388,633.00	5,879,036.52	0.00	9,519,045.56	0.00	9,519,045.56
79900 Other Trust & Agency	9,510,600.00	0.00	2,796,057.75	0.00	3,368,898.77	9,077.67	8,946,836.65	0.00	8,946,836.65
Totals	142,412,210.00	0.00	61,519,761.02	0.00	58,191,216.65	351,867.20	146,092,621.57	2,583,153.84	143,509,467.73



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 18, 2022

SUBJECT: RESCINDING CONDEMNATION OF CERTAIN PROPERTIES THAT HAVE PREVIOUSLY BEEN DETERMINED TO BE RUINED, DAMAGED, DILAPIDATED AND A MENACE TO PUBLIC COMFORT, HEALTH AND SAFETY

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: January 10, 2022
SUBMITTED BY: Valerie S. Chacon, Deputy City Attorney and Jessica Silva, Code Enforcement Officer

Summary:

The City of Hobbs is proposing a Resolution to rescind the condemnation designation of certain properties. These properties were previously condemned, but are no longer ruined, damaged, dilapidated and a menace to public comfort, health and safety. Pursuant to Section 8.24.010 of the Hobbs Municipal Code, the City of Hobbs may condemn a property if it is determined ruined, damaged, dilapidated and a menace to public comfort, health and safety and require such properties to be removed. The properties listed in attachment "A" have all been demolished or renovated, therefore, rendering the properties in compliance with the Hobbs Municipal Code. This Resolution will rescind the condemnation designation from the properties described in attachment "A", for they are no longer ruined, damaged, dilapidated, or a menace to public comfort, health and safety.

Fiscal Impact:

There is no fiscal impact for this proposed resolution.

Reviewed By: [Signature]
Finance Department

Attachments:

- 1. Proposed Resolution
2. Attachment "A"
3. Pictures of the properties described in Attachment "A".

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

The Commission should adopt the Resolution.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7154

A RESOLUTION RESCINDING CONDEMNATION DESIGNATION OF CERTAIN
PROPERTIES THAT HAVE PREVIOUSLY BEEN DETERMINED TO BE RUINED,
DAMAGED, DILAPIDATED AND A MENACE TO PUBLIC COMFORT,
HEALTH AND SAFETY

WHEREAS, pursuant to Section 8.24.010 of the Hobbs Municipal Code, and NMSA § 3-18-5, the City may condemn a property if the property is determined to be ruined, damaged, dilapidated and a menace to public comfort, health and safety and required such property to be removed; and

WHEREAS, the City has inspected the properties described in Attachment "A", which have been previously condemned by this commission; and

WHEREAS, the City finds the properties in Attachment "A" to be in compliance with the Hobbs Municipal Code; and

WHEREAS, the City Commission desires to rescind the condemnation designation of the properties listed in Attachment "A" for the properties are no longer ruined, damaged, dilapidated, or a menace to the public comfort, health and safety.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Hobbs that the condemnation of the properties listed in Attachment "A" is hereby rescinded.

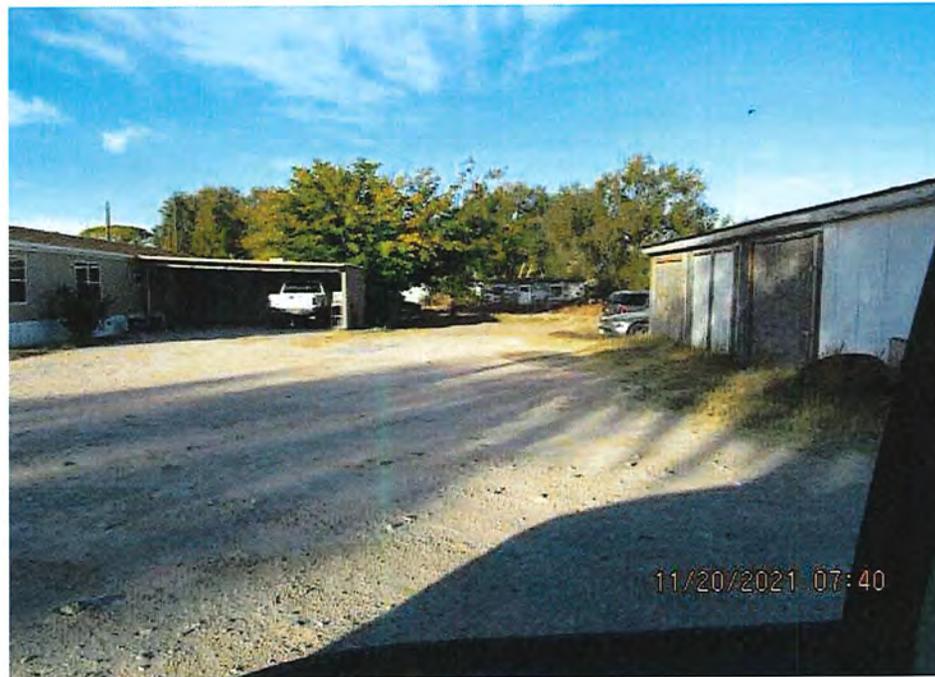
PASSED, ADOPTED AND APPROVED this 18th day of January, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

108 S. Heizer Parkway



320 E. White



1320 E. White



1200 E. Skelly



519 E. Skelly



101 W. Skelly



200 W. Skelly



1612 E. Oak



1713 ½ E. Childers



N. Of 221 S. Donahue
(215 S. Donahue)



1401 E. Scharbauer



506 W. Cain



11/20/2021 12:35

North of 1530 N. Gulf



1628 N. Eleanor



Large Building South of 800 S. Houston



1214 S. Farquhar



North of 606 S. Eighth St.



North of 1114 S. Elm



929 W. Sunrise Circle



Attachment A

	Address	Owner	Owner's Address	Current Status
1	108 S. Heizer Parkway .87 AC LOC SE4SW4 Hobbs, Lea County, NM	Armando Sotelo	108 E. Stanolind Hobbs, NM, 88240	Demolished
2	320 E. White Block 47 Lot 2 Orig Hobbs Hobbs, Lea County, NM	Parkside Terrace CICLLLP	2727 LBJ Freeway Suite 806 Dallas, TX, 75234	Demolished
3	1320 E. White .15 AC LOC SE4SW4 Hobbs, Lea County, NM	Gonzales, Norma P.	1320 E. White St. Hobbs, NM, 88240	Demolished
4	1200 E. Skelly Unit 40 Lot 13 Orig New Hobbs Hobbs, Lea County, NM	Ornelas, Angel	PO Box 477 Knoxville, TN, 37901	Demolished
5	519 E. Skelly Block 87 Lot 1 New Hobbs Add Hobbs, Lea County, NM	Session, Donald R. Jr	905 W. Berry Dr. Hobbs, NM, 88240	Demolished
6	101 W. Skelly Block 92 Lot 1 New Hobbs Add Hobbs, Lea County, NM	Astorga Esperanza	303 N. Houston Hobbs, NM, 88240	Remodeled
7	Behind 200 W. Skelly Block 76 Lot 23 New Hobbs Add Hobbs, Lea County, NM	Andrade, Jolene	200 W. Skelly Hobbs, NM, 88240	Demolished
8	1612 E. Oak Block 7 Lot 21 Morningside Hts. Hobbs, Lea County, NM	Minjares Manuel A	1612 E. Oak Hobbs, NM, 88240	Demolished
9	1713 ½ E. Childers Block 2 Lot 12 B Childers Sub-Div Hobbs, Lea County, NM	Pleasant Karen	1403 E. White Hobbs, NM, 88240	Demolished
10	N. of 221 S. Donahue .12 AC LOC SE4SW4 Hobbs, Lea County, NM	Juarez Alfonso	221 S. Donahue Hobbs, NM, 88240	Demolished
11	1401 E. Scharbauer Block 7 Lot 3A Pribble Bros Add Hobbs, Lea County, NM	Session Willis B.	720 N. Bataan St. Hobbs, NM, 88240	Demolished
12	506 W. Cain	Mares Ivan	PO Box 1091	Demolished

	Block 87 Lot 1 Orig Hobbs Hobbs, Lea County, NM		Eunice, NM, 88231	
13	N. of 1530 N. Gulf Unit 2 Block 17 Lot 9 Dale Bellamah Add Hobbs, Lea County, NM	Valenzuela Tomas	1610 N. Gulf St. Hobbs, NM, 88240	Demolished
14	1628 N. Eleanor Unit 2 Block 19 Lot 28 Dale Bellamah Add Hobbs, Lea County, NM	Pino Nicholas Anthony	1628 N. Eleanor Cir. Hobbs, NM, 88240	Remodeled
15	S. of 800 S. Houston Block 54 Lot 8 New Hobbs Add Hobbs, Lea County, NM	Jones Bar-Den Inc.	901 E. Glenn St. Odessa, TX, 79766	Demolished
16	1214 S. Farquhar Block 2 Lot 11 McMullan Sub Div Hobbs, Lea County, NM	Morrison, Tony	1200 S. Farquhar Hobbs, NM, 88240	Remodeled
17	N. of 606 S. Eighth Selman Sub -Div Hobbs, Lea County, NM	Stradford, America	Dixon Relene % 4836 Petra Pointe Cir NW Albuquerque NM, 87120	Demolished
18	N. of 1114 S. Elm Block 2 Lot 26 Boone Sub-Div Hobbs, Lea County, NM	Soto, Alma R.	224 N. Willow Hobbs, NM, 88240	Demolished
21	929 W. Sunrise Cir. 6.35 AC LOC NE 4 Hobbs, Lea County, NM	Smith Family Trust	37675 Calle De Lobo Murrieta CA 92562	Demolished



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 18, 2022

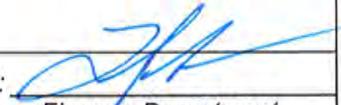
SUBJECT: APPROVAL AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH LUKE OTERO FOR LOBBYING SERVICES

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: January 10, 2022
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary:

It has been determined that the City would benefit from having the services of a Lobbyist during the 2022 New Mexico Legislative Session. Available resources have been reviewed and it has been determined that Luke Otero should provide professional state lobbying services to the City. The proposed Professional Services Agreement is attached. The agreement is for the 2022 Legislative Session, any pre-session meetings/services, and follow up meetings/services following the 2022 session and any interim session meetings/services. This contract is for \$25,635.00 inclusive of New Mexico Gross Receipts Taxes (NMGRT).

Fiscal Impact:

Reviewed By: 

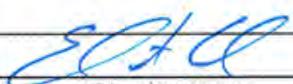
Finance Department

The professional services agreement is for \$25,635.00 inclusive of NMGRT for fiscal year 2022. Adequate funds are budgeted in line item 010100-42601 for Professional Services.

Attachments:

Professional Services Agreement

Legal Review:

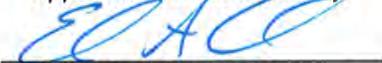
Approved As To Form: 

City Attorney

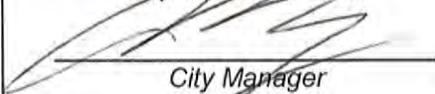
Recommendation:

The Commission should consider approval of the Professional Services Agreement.

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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



PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the 18 day of January, 2022, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City") and Luke Otero, an independent contractor with a business address of 1458 Miracerros Loop North, Santa Fe, NM 87505 (hereinafter referred to as "Contractor").

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

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

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

1. SCOPE OF SERVICES

Contractor shall provide professional State lobbying services for the 2022 New Mexico Legislative Session, any pre-session meetings/services, any follow-up meetings/services resulting from the 2022 New Mexico Legislative Session and any interim session meetings/services, as fully set forth herein.

Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

2. STATUS OF CONTRACTOR

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

3. CONTRACT TERM AND TERMINATION

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

4. PRICE

City shall pay Contractor a total of \$ 25,635.00 inclusive of New Mexico gross receipts taxes. Contractor shall be responsible for paying all costs associated with performance of duties, including but not limited to, mileage and "wear and tear" of vehicles, and costs of equipment necessary to perform services. Contractor shall submit a monthly invoice for services performed in any given month. Upon receipt of any invoice, City shall render payment for said invoice as soon as practical within fifteen (15) days. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. Contractor and City shall both be required to keep detailed records regarding the services rendered. In the event City disputes an invoice, Contractor shall provide City with records regarding all services rendered. Contractor shall remit all invoices to ATTN: Shelly Raulston, 200 E. Broadway Street, Hobbs, NM 88240.

Parties agree that the aggregate amount contemplated by this Agreement, including all contemplated gross receipts taxes, shall not exceed \$ 25,635.00. All amounts contemplated herein shall include all necessary labor, equipment, materials and all other costs necessary to complete the project as specified herein. Approval and acceptance of Contractor's satisfactory completion of the project shall be a prerequisite to final payment. Nothing contained in this Agreement shall be construed by Contractor as guaranteeing Contractor any minimum amount of work. Contractor, upon final payment of all amounts due under this Agreement, releases City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. No guarantee of future contracts will be granted to any Contractor.

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

5. INSURANCE REQUIREMENTS

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

6. INDEMNITY AND HOLD HARMLESS

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

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

7. FACILITY AND EQUIPMENT—SAFETY

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

8. BACKGROUND CHECK

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

9. DRUG-FREE WORKPLACE

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

10. RULES, REGULATIONS, AND CARE

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

11. NOTICE

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to City, ATTN: City Manager Manny Gomez, City Hall, 200 E. Broadway Street, Hobbs, NM 88240 and to Contractor at 1458 Miracerros Loop North, Santa Fe, NM 87505 or to such other address as requested in writing by either party. Notice shall be deemed to be received on the fifth day following posting.

12. CONFLICT OF INTEREST AND GOVERNMENTAL CONDUCT ACT

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

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

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

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

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

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

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

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

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

13. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

Contacting City via telephone at (575) 397-9206 ; and
Contacting City via e-mail at mgomez@hobbsnm.org.

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

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

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

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

[Required Signatures on Next Page]

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

THE CITY OF HOBBS, NEW MEXICO

Department Head Approval:

Contractor Approval:

Account No.: 010100-42601

Contractor Signature

Finance Director:

Finance Director

City Attorney "as to form" Approval:

City Manager Approval:

City Attorney

City Manager

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

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

City Clerk

Mayor



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 18, 2022

SUBJECT: APPROVAL AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH TRUJILLO LAW GROUP, LLC FOR LOBBYING SERVICES

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: January 13, 2022
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary: It has been determined that the City would benefit from having the services of a Lobbyist during the 2022 New Mexico Legislative Session that is directly familiar with the New Mexico Tax Administration Act (NMSA 1978, § 7-1-1, et seq.). Specifically, the City of Hobbs would benefit from the services of a Lobbyist that is familiar with the changes imposed by House Bill (H.B.) 6 (2019) and its negative impacts to the municipalities existing in oil and gas producing areas of New Mexico. Available resources have been reviewed and it has been determined that Trujillo Law Group obtains the requisite knowledge and background to provide the most effective services to achieve the City's desired objectives. The proposed Professional Services Agreement is attached. The agreement is for the 2022 Legislative Session, any pre-session meetings/services, and follow up meetings/services following the 2022 session and any interim session meetings/services. This contract is for \$59,000.00 inclusive of New Mexico Gross Receipts Taxes (NMGRT) and is for a one-year term.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

The professional services agreement is for \$59,000.00 inclusive of NMGRT for fiscal year 2022. Adequate funds are budgeted in line item 010100-42601 for professional services.

Attachments:

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

The Commission should consider approval of the Professional Services Agreement.

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. _____



PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the 18 day of January, 2022, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City") and Trujillo Law Group, LLC, an independent contractor with a business address of 7 Autumn Light Place, Santa Fe, NM 87508 (hereinafter referred to as "Contractor").

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

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

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

1. SCOPE OF SERVICES

Please see "Exhibit A" attached hereto and incorporated herein.

2. STATUS OF CONTRACTOR

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

3. CONTRACT TERM AND TERMINATION

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

4. PRICE

City shall pay Contractor a total of \$ 4,879.69 a month inclusive of New Mexico gross receipts taxes. Contractor shall be responsible for paying all costs associated with performance of duties, including but not limited to, mileage and "wear and tear" of vehicles, and costs of equipment necessary to perform services. Contractor shall submit a monthly invoice for services performed in any given month. Upon receipt of any invoice, City shall render payment for said invoice as soon as practical within fifteen (15) days. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. Contractor and City shall both be required to keep detailed records regarding the services rendered. In the event City disputes an invoice, Contractor shall provide City with records regarding all services rendered. Contractor shall remit all invoices to ATTN: Shelly Raulston, 200 E. Broadway Street, Hobbs, NM 88240.

Parties agree that the aggregate amount contemplated by this Agreement, including all contemplated gross receipts taxes, shall not exceed \$ 59,000.00. All amounts contemplated herein shall include all necessary labor, equipment, materials and all other costs necessary to complete the project as specified herein. Approval and acceptance of Contractor's satisfactory completion of the project shall be a prerequisite to final payment. Nothing contained in this Agreement shall be construed by Contractor as guaranteeing Contractor any minimum amount of work. Contractor, upon final payment of all amounts due under this Agreement, releases City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. No guarantee of future contracts will be granted to any Contractor.

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

5. INSURANCE REQUIREMENTS

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

6. INDEMNITY AND HOLD HARMLESS

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

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

7. FACILITY AND EQUIPMENT—SAFETY

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

8. BACKGROUND CHECK

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

9. DRUG-FREE WORKPLACE

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

10. RULES, REGULATIONS, AND CARE

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

11. NOTICE

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to City, ATTN: City Manager Manny Gomez, City Hall, 200 E. Broadway Street, Hobbs, NM 88240 and to Contractor at 7 Autumn Light Place, Santa Fe, NM 87508 or to such other address as requested in writing by either party. Notice shall be deemed to be received on the fifth day following posting.

12. CONFLICT OF INTEREST AND GOVERNMENTAL CONDUCT ACT

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

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

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

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

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

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

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

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

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

13. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

Contacting City via telephone at (575) 397-9206 ; **and**
Contacting City via e-mail at mgomez@hobbsnm.org .

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

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

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

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

[Required Signatures on Next Page]

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

THE CITY OF HOBBS, NEW MEXICO

Department Head Approval:

Contractor Approval:

Account No.: 010100-42601

Contractor Signature

Finance Director:

Finance Director

City Attorney "as to form" Approval:

City Manager Approval:

City Attorney

City Manager

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

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

City Clerk

Mayor

- A. **SCOPE OF WORK.** TRUJILLO LAW GROUP, LLC shall perform the following professional services (hereinafter, "Services") for the City:
- i. assist the City with legislative and regulatory issues in New Mexico identified by the City as having an impact on the City (hereinafter, "Agenda");
 - ii. advise and assist the City with implementation of political strategies involving the City's Agenda in New Mexico;
 - iii. advocate on the City's behalf before the members and staff of New Mexico Legislature and the Governor's Office regarding the City's Agenda;
 - iv. assist the City in working with other stakeholders, industry groups, trade associations, and other interested parties having an impact on the City's Agenda in New Mexico;
 - v. provide regular and timely information and communications about the Services rendered; and
 - vi. coordinate all Services through the following designated representative(s) of the City.
 - vii. provide legal advice when necessary to ensure City's goals are met and the City's legal interests are protected at all times.
 - viii. provide regular attorney/client correspondence to ensure the City remains informed as to the services provided.
 - ix. provide continued Services, as noted above, throughout the year including any pre-legislative meetings, interim committee meetings, and special sessions that may be called during the term of this agreement.
- B. **LOBBYING EXPENSES.** The Parties acknowledge that TRUJILLO LAW GROUP, LLC retains the discretion on how to spend its earned income derived from the Flat Fee. If TRUJILLO LAW GROUP, LLC elects to use a portion of its earned income derived from the Flat Fee for lobbying expenses, any reporting or disclosure requirements under New Mexico laws for such expenditures shall be attributable to TRUJILLO LAW GROUP, LLC and reported as TRUJILLO LAW GROUP, LLC expenditures.
- C. **ETHICS.** TRUJILLO LAW GROUP, LLC agrees to comply with provisions of the Lobbyist Regulation Act, Gift Act, and other laws applicable to rendering the Services for the City. In addition, TRUJILLO LAW GROUP, LLC agrees to comply with any written policies or procedures established by the City and provided to TRUJILLO LAW GROUP, LLC relating to ethical standards of conduct.

- D. **CONFLICTS OF INTEREST.** TRUJILLO LAW GROUP, LLC has completed an internal conflict check regarding representation of the City, and TRUJILLO LAW GROUP, LLC has no actual conflict of interest with representing the City regarding the Services set forth herein. In the future, if TRUJILLO LAW GROUP, LLC has an actual conflict of interest with representing the City, then TRUJILLO LAW GROUP, LLC shall promptly notify the City of any such conflict and:
- a. either Party may immediately terminate this Agreement; or
 - b. TRUJILLO LAW GROUP, LLC can continue to represent the City if the Parties can agree on acceptable terms and conditions to waive the conflict.
- E. **CONFIDENTIALITY.** This Agreement requires TRUJILLO LAW GROUP, LLC to keep confidential, under applicable attorney client privilege protection pursuant to Rule 16-106 NMRA, any communications, proprietary information, knowledge, property, and data of the City which TRUJILLO LAW GROUP, LLC may receive or develop relating to the business activities, processes, methods, inventions, discoveries, revenues, and other matters which are of a confidential nature relating to the City's business. TRUJILLO LAW GROUP, LLC agrees that it will not voluntarily disclose the same to others without the consent and approval of the City.
- F. **WORK PRODUCT.** The City will own the work product, documents, and files prepared, organized, or assembled by TRUJILLO LAW GROUP, LLC relating to the City's matters. It is TRUJILLO LAW GROUP, LLC's practice to destroy each client's files two years after the closing of the files, unless the client directs