

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

March 7, 2022



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

Monday, March 7, 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 March 7, 2022, addressed to the City Clerk by email at ifletcher@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 February 22, 2022, Regular Commission Meeting (*Jan Fletcher, City Clerk*)
2. Minutes of the February 17, 2022, Commission Special Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

None

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

Due to COVID-19, public comment may be submitted in person or in writing. Written comments should be submitted to the City Clerk at ifletcher@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, March 7, 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. 7166 – Supporting the Submission of an Application to the New Mexico Department of Transportation for Traffic Signals and Intersection Improvements at Dal Paso/Clinton and Dal Paso/Snyder *(Todd Randall, City Engineer)*
4. Resolution No. 7167 – Supporting the Submission of an Application to the New Mexico Department of Transportation for Traffic Signal Improvements at North Marland (US 62/180 and Clinton Street) *(Todd Randall, City Engineer)*

DISCUSSION

5. State of New Mexico's 2021 NMWWA Good Housekeeping Award – City of Hobbs Waste Water Reclamation Facility *(Tim Woomer, Utilities Director)*

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

6. Resolution No. 7168 – Relating to the Disposition of 90 Rifles and 90 Shotguns Used by the Hobbs Police Department *(August Fons, Interim Police Chief)*
7. Resolution No. 7169 – Accepting and Approving the FY 21 Audit *(Farley Vener, Hinkle + Landers, PC; and Toby Spears, Finance Director)*
8. FINAL ADOPTION: Ordinance No. 1140 - Granting to Southwestern Public Service Company d/b/a Xcel Energy, a New Mexico Corporation, a Franchise License Within the City Limits of the City of Hobbs for a Period of Ten (10) Years *(Efren Cortez, City Attorney)*

9. Consideration of Approval of a Professional Services Agreement with the Economic Development Corporation of Lea County for Fulfilling Grant Obligations with the J. F Maddox Foundation Regarding Marketing Airline Services In and Out of Lea County (*Efren Cortez, City Attorney*)
10. PUBLICATION: Proposed Ordinance Amending Chapter 2.56 of the Hobbs Municipal Code Related to the Personnel Rules for the City of Hobbs (*Efren Cortez, City Attorney*)
11. PUBLICATION: Proposed Ordinance Consenting to the Annexation of Tract 5 of the Lynch Subdivision Containing Approximately 19.346 Acres as Requested by the Property Owner, Maria Ndey (*Kevin Robinson, Planning Director*)
12. Resolution No. 7170 - Approving an Infrastructure Extension Development Agreement with ALJO, LLC, Concerning the Development of Public Infrastructures (*Kevin Robinson, Planning Director*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

13. Next Meeting Date:
 - City Commission:
Regular Meeting ***Monday, March 21, 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: March 7, 2022

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: March 3, 2022
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of February 22, 2022
- Special Commission Meeting of February 17, 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. _____
Ordinance No. _____
Approved _____
Other _____

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

Minutes of the regular meeting of the Hobbs City Commission held on Tuesday, February 22, 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 Cobb called the meeting to order at 6:00 p.m. and welcomed everyone in attendance to the meeting and everyone viewing through Livestream. The City Clerk called the roll and the following answered present:

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

Also present:

Manny Gomez, City Manager
Efren Cortez, City Attorney
Valerie Chacon, Deputy City Attorney
Rocio Ocano, Assistant City Attorney
August Fons, Acting Police Chief
Barry Young, Fire Chief
Mark Doporto, Deputy Fire Chief
Kevin Shearer, Battalion 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
Ben Kirkes, Golf Professional
Tim Woomer, Utilities Director
Ron Roberts, Information Technology Director
Meghan Mooney, Communications Director
Sandy Farrell, Library Director
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
15 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved the minutes of the regular Commission meeting held on February 7, 2022, and the Commission work session held on February 7, 2022, be approved as written. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Mr. Manny Gomez, City Manager, recognized the following employees for their Milestone Service Awards for the Month of February, 2022.

- 5 years – Gerardo Amaya, Water Distribution
- 5 years – Benjamin Kirkes, Golf Club House
- 5 years – Carrie Shows, Golf Maintenance
- 5 years – Jaben Marquez, Water Distribution
- 5 years – Nicholas Pereyra, Hobbs Police Department
- 10 years – Wiley Owens, Laboratory
- 10 years – Ruben Saenz, Streets Department

Mr. Gomez reviewed highlights about each employee and thanked the Mayor and Commission for the opportunity to recognize employees which are the City's most importance resource. Mr. Gomez thanked each employee and also the employees' families for their contribution to the organization.

Mayor Cobb proclaimed the month of March, 2022, as "*National Nutrition Month*" and presented the proclamation to Ms. Rachel Lam and Ms. Susan Jimenez from the Nutrition Department at Covenant Health Hobbs Hospital.

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, February 22, 2022.

Mr. Johnny Gonzalez of 1214 Hannah Street addressed several comments to the Commission regarding speeding on his street, dogs running at large and abandoned structures that need to be condemned by the City.

Mayor Cobb thanked Mr. Gonzalez for attending the meeting and stated the City Manager would be contacting him about those concerns.

Consent Agenda

There were no Consent Agenda items.

Discussion

There were no Discussion items.

Action Items

Resolution No. 7164 - Authorizing a New Membership Category and Fee at the CORE for Adaptive Recreation Participants

Mr. Doug McDaniel, Recreation Director, explained the addition of a new Adaptive Recreation category for Day Pass and Membership fees at the CORE. He stated this would allow participants with special needs to bring a caregiver/assistant/family member or second person into the facility with them, at no additional cost, to assist the participant while using the CORE's amenities when the participant has paid the Day Pass or Membership fee. As required in the Hobbs Municipal Code, this item was discussed by the Commission at its last meeting held on February 7, 2022, and has also been reviewed and approved by the Community Affairs Board.

There being no discussion, Commissioner Calderón moved to approve Resolution No. 7164 as presented. Commissioner Fields seconded the motion and the roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick 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 a CES Contract Between the City of Hobbs and Guadalupe Mountain Fencing in the Amount of \$166,013.56 for the Installation of New Decorative Ornamental Fence at Prairie Haven Memorial Park Cemetery

Mr. Bryan Wagner, Parks and Open Spaces Director, requested consideration and approval of a CES Contract with Guadalupe Mountain Fencing in the amount of \$166,013.56 for the installation of a new decorative ornamental fence at Prairie Haven Memorial Park Cemetery. He stated the fence will be 6' in height located on the east side of the cemetery and will include a new 32' matching gate. It will be the same type of fence that was installed at Everglade Cemetery. Mr. Wagner stated two other price quotes were obtained which were considerably higher in cost. He added that the price obtained from Guadalupe Mountain Fencing includes a 20-year warranty.

Mayor Cobb recognized Ms. Bonnie Moran and Ms. JoAnn Zespy, long-time Cemetery Board members, who are present in the audience. Ms. Moran has been on the Cemetery Board since 1968.

There being no discussion, Commissioner Penick moved to approve the CES contract with Guadalupe Mountain Fencing in the amount of \$166,013.56 for the installation of a new decorative ornamental fence at Prairie Haven Memorial Park Cemetery. Commissioner Mills seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached and made a part of these minutes.

Resolution No. 7165 – Authorizing Budget Adjustment #3 for FY 2021-2022

Mr. Toby Spears, Finance Director, explained Budget Adjustment #3 for the current FY 2021-2022. During the budget year, 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. He stated total expenses are increasing by \$310,934.38 providing a budgeted ending cash balance of \$86,687,054.73 for all funds and the general fund reserve will remain at 49%. Mr. Spears further explained the items relate to increased funding for the airline as approved by the Commission during a recent special meeting and adds funding for workers' compensation claims and I.T. renovations at the Hobbs Police Department in the old District Attorney's Office.

In response to Mayor Cobb's question, Mr. Manny Gomez, City Manager, stated the additional amount of \$190,000.00 for furniture was not included in this adjustment. Mr. Gomez stated the Municipal Court will temporarily be housed at the Hobbs Police Department during some construction at the Court.

Following some brief discussion about workers' compensation claims, Commissioner Smith moved that Resolution No. 7165 be adopted as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Mayor Cobb stated the next regular City Commission meeting will be held on Monday, March 7, 2022, at 6:00 p.m.

Mr. Gomez announced a change in the hours of service at City Offices effective March 7, 2022. The new hours will be Monday through Thursday, 8:00 a.m. to 6:00 p.m., and on Friday from 8:00 a.m. to noon. Following a survey of the public, 241 responses were received and 42% of the respondents favored these hours. He stated the expanded hours of service will enable citizens to access most City services nine hours per day. The Legal Department has been on this schedule since August, 2021. This change will benefit employees and help improve well-being and work-life balance. Employees are also mothers, fathers, caregivers, etc.

Mr. Gomez stated the City is demolishing one of its buildings at the intersection of Fowler and Taylor which should be complete by the end of the week.

Mr. Gomez reviewed the outcome of the City's capital outlay requests and stated some of the requested projects were not approved. He outlined the list of funded projects as follows:

- \$60,500 - G. O. Bond for New Vehicle for Hobbs Senior Center
- \$200,000 – for upgrade and repair at the Hobbs Animal Shelter
- \$80,000 - for programs, services and counseling for a drug and substance abuse program in Hobbs
- \$100,000 - for programs, meals, transportation services and operations at the Hobbs Senior Center
- \$50,000 - for youth development programming for boys and girls in Hobbs
- \$80,000 - for the Hobbs First Tee program
- \$50,000 – for projects, programs and guidance services for homeless persons in Hobbs

Mr. Gomez thanked the Commission and the Lea County Legislative Delegation for its support of these projects.

Commissioner Gerth stated the citizen who spoke earlier, Mr. Gonzalez, made a very good point about speeding traffic. He stated all of the Commissioners have streets in their districts with speeding issues which need stop signs or speed bumps. He suggested the City should take a look at these areas.

Commissioner Mills stated the Legislative Session concluded without any changes to repair the unintended consequences of HB6 related to gross receipts taxes. He stated the City needs to establish its priorities and make a plan for the next session.

Commissioner Mills stated a friend of his applied to the work at the City and was ultimately offered the position. He was shocked at the low starting wage was for the position. He stated the Commission needs to look at employee pay to make sure employees are being compensated appropriately.

Commissioner Fields thanked Lea County and County Commissioner Jonathan Sena for their partnership to help make improvements at Charlie Brown Park.

Commissioner Fields stated the City needs to look at its weed and noise ordinances as well as the parking of tractor trailers on streets. He stated these ordinances need to be amended or enforced.

Commissioner Fields also addressed concerns regarding the Waste Management trash truck operators who dump trash from polycarts but do not close the lids when finished. This later allows trash to blow about the streets.

Commissioner Fields agreed with Commissioner Gerth about the speeding issues which need to be addressed with speed bumps or some solution to slow traffic down.

Commissioner Penick stated he receives at least one complaint per month about speeding. He suggested the City should do some awareness and public education campaigns on speeding.

Commissioner Penick stated employees at the City of Hobbs are the City's number one resource and asset. He stated the City did a pay study two years ago and it should move forward to address the issues of employee pay. He stated he is a little embarrassed by the pay but also stated the City needs to be fiscally responsible as well.

Ms. Jan Fletcher, City Clerk, reminded everyone of the Municipal Officer Election on Tuesday, March 1, 2022, and outlined the polling sites which will be open on Election Day from 7:00 a.m. to 7:00 p.m. She also stated Early Voting will be available through Saturday, February 26, 2022, and City Hall will be open for voting from 10:00 a.m. to 6:00 p.m. on Saturday.

Adjournment

There being no further business or comments, Commissioner Fields moved that the meeting adjourn. Commissioner Smith seconded the motion and the roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 6:55 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Minutes of the special meeting of the Hobbs City Commission held on Thursday, February 17, 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 Cobb called the special meeting to order at 4:00 p.m. and welcomed everyone in attendance to the in-person meeting and everyone viewing through Livestream. The City Clerk called the roll and the following answered present:

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

Also present: Manny Gomez, City Manager
Efren Cortez, City Attorney
Nicholas Goulet, Human Resources Director
Doug McDaniel, Recreation Director
Bryan Wager, Parks and Open Spaces Director
Toby Spears, Finance Director
Ron Roberts, Information Technology Director
Christa Belyeu, Assistant Information Technology Director
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
4 citizens

Invocation and Pledge of Allegiance

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

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 3:30 p.m. on the day of the meeting, February 17, 2022. There were no public comments in person or in writing.

Action Items

Resolution No. 7162 – Authorizing an Amended Memorandum of Understanding with Lea County for the Airline Subsidy for FY 21-22

Mr. Efren Cortez, City Attorney, explained the Amended Memorandum of Understanding with Lea County detailing the terms and responsibilities of their joint requirements for the airline subsidy. He stated the City of Hobbs and Lea County previously agreed to provide subsidy funding up to \$1.15 million dollars each for air service pursuant to a July, 2021, Memorandum of Understanding between the City and County. Mr. Cortez stated it has been determined that an additional \$1.3 million dollars will be needed to maintain commercial air service to and from Lea County, New Mexico. He outlined the details of the Amended Memorandum of Understanding for a commitment by the City of Hobbs and Lea County to contribute up to an additional \$650,000.00 each toward the necessary additional subsidy of \$1.3 million dollars. This contribution will bring the City of Hobbs' subsidy amount toward the maintenance of commercial air service to \$1.8 million dollars up through June 30, 2022.

Mr. Cortez stated Lea County formally approved this Amended Memorandum of Understanding at its meeting held earlier today. He reviewed the minimum revenue guaranteed (MRG) subsidy from past years and stated the airlines have been one of the hardest hit industries during the pandemic due to the health orders restricting travel.

Ms. Jennifer Grassham of the Economic Development Corporation of Lea County stated rising fuel costs and the impacts of COVID-19 with travelers being unable or reluctant to fly have attributed to more reliance on the subsidy. She stated the airline committee is meeting twice per month to monitor load factors and balance the needs. Ms. Grassham stated local air service is almost a minimum requirement for any new prospective economic development. From a prior study, the economic benefit and impact to the local area is approximately \$26 million. She stated there is a fine line and balance between the subsidy using taxpayer dollars and the economic benefit and impact of having an airline in Lea County.

Following a lengthy discussion, Commissioner Smith moved that Resolution No. 7162 be adopted as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and agreement are attached and made a part of these minutes.

Resolution No. 7163 – Authorizing an Amended Professional Services Agreement with the Economic Development Corporation of Lea County for FY 21-22

Mr. Cortez stated this resolution authorizes the Mayor to execute an amendment to the Professional Services Agreement with the Economic Development Corporation of Lea County (EDC) dated July 19, 2021, which required the EDC to secure jet airline service to and from Hobbs. Pursuant to a Memorandum of Understanding with Lea County, the City and County each agreed to provide a subsidy of up to \$1.15 million dollars for the jet airline services. In February, 2022, the parties were informed that up to an additional \$1.3 million dollars in subsidy would be needed to maintain the current flight schedules through the remainder of the fiscal year. This resolution authorizes amendment of Section 2.4 of

the agreement to include an additional \$650,000.00 to the EDC for the increased cost of providing and maintaining nonstop commercial airline jet service to and from Hobbs. All other provisions of the original agreement will remain as written.

Following a brief discussion, Mr. Cortez stated the EDC will be paid \$1.8 million from the City's General Fund and \$150,000 from the Lodgers' Tax Fund. The agreement will expire June 30, 2022.

There being no further discussion, Commissioner Calderón moved that Resolution No. 7163 be adopted as presented. Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and agreement are attached and made a part of these minutes.

Mr. Manny Gomez, City Manager, stated Governor Michelle Lujan Grisham announced an end today to the mask mandate. He thanked the Commission and staff for their consideration and support during this time.

Commissioner Smith expressed appreciation to the Commission for its support of the airline service.

Mayor Cobb reported there was a tremendous effort by the City's lobbying team during the Legislative session but a proposed bill to combat the effects of HB6 died. He stated Senator Gay Kernan has been championing the path and huge strides are being made with both parties. He stated Senator Peter Wirth and Representative Jason Harper have now admitted the mining codes should be origin based, not destination based. After reviewing all of the data and information, Mayor Cobb stated the Secretary of the Taxation and Revenue Department has now recognized there is an issue and stated the negative impacts from HB6 need to be addressed during the next 60-day session.

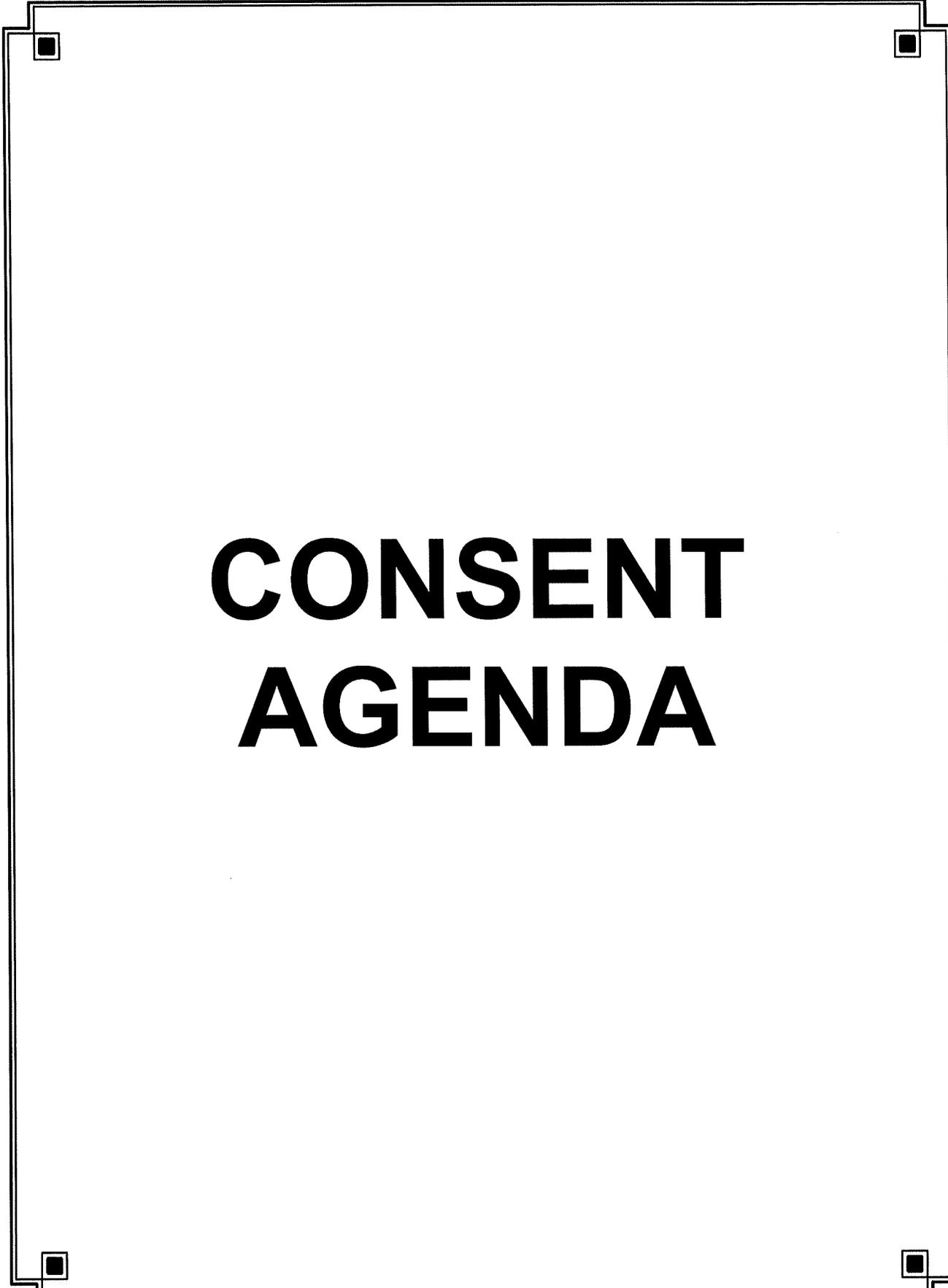
Adjournment

There being no further business or comments, Commissioner Smith moved that the meeting adjourn. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderon yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 4:35 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 7, 2022

SUBJECT: APPLICATION FOR MUNICIPAL ARTERIAL PROGRAM (MAP) TO NMDOT FOR DAL PASO / CLINTON & DAL PASO / SNYDER TRAFFIC SIGNAL AND INTERSECTION IMPROVEMENTS IN HOBBS, NEW MEXICO

DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: 2-28-2022
SUBMITTED BY: Todd Randall, City Engineer

Summary:

The Programs and Infrastructure Finance Division is soliciting applications for the Department's Municipal Arterial Program (MAP) for fiscal year 2022/2023. The application must be submitted on March 15, 2022. The purpose of the MAP program is to assist municipalities in project development; construction, reconstruction, improvement, maintenance, repair and right-of-way and material acquisition of and for those streets that are principal extensions of rural state highways and of other streets not on the state highway system but determined to qualify under designated criteria.

Staff recommends roadway improvements to the DAL PASO / CLINTON AND DAL PASO / SNYDER intersections. Improvements would include the construction of a traffic signal poles, mast arms and geometric improvements to the intersection.

Fiscal Impact:

Reviewed By: Finance Department

Estimated Cost: \$600,000
Local Match: \$150,000
State Match: \$450,000
* Project will be budgeted upon grant being awarded

Attachments:

Resolution / Map

Legal Review:

Approved As To Form: Efrén A. Cortez City Attorney

Recommendation:

To make a motion to approve the Resolution for the Mayor to submit an application for the 2022/2023 MAP to the NMDOT

Approved For Submittal By:

Department Director
City Manager

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COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7166

A CONCEPT RESOLUTION OF SUPPORT FOR THE SUBMISSION OF AN APPLICATION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR DAL PASO / CLINTON AND DALPASO / SNYDER TRAFFIC SIGNALS AND INTERSECTION IMPROVEMENTS IN HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs desires to improve the intersections of Dal Paso / Clinton and Dal Paso / Snyder in the City of Hobbs; and

WHEREAS, the estimated construction cost of the proposed project is \$600,000. The City of Hobbs proposes to provide \$150,000 and request the state to provide \$450,000; and

WHEREAS, the City of Hobbs verifies that funds, equipment, labor, and materials representing the total cost of the proposed project will be available if the funding is awarded; and

WHEREAS, the City of Hobbs has agreed to fund all on-going maintenance costs for this roadway project after construction; and

WHEREAS, the City of Hobbs supports this project and desires to receive funding; and

WHEREAS, the City of Hobbs understands two resolutions must be submitted, one at the time of application and another at the time the project is formally under contract with the New Mexico Department of Transportation; and

WHEREAS, this resolution is at the time of an application for the Transportation Roadway funding;

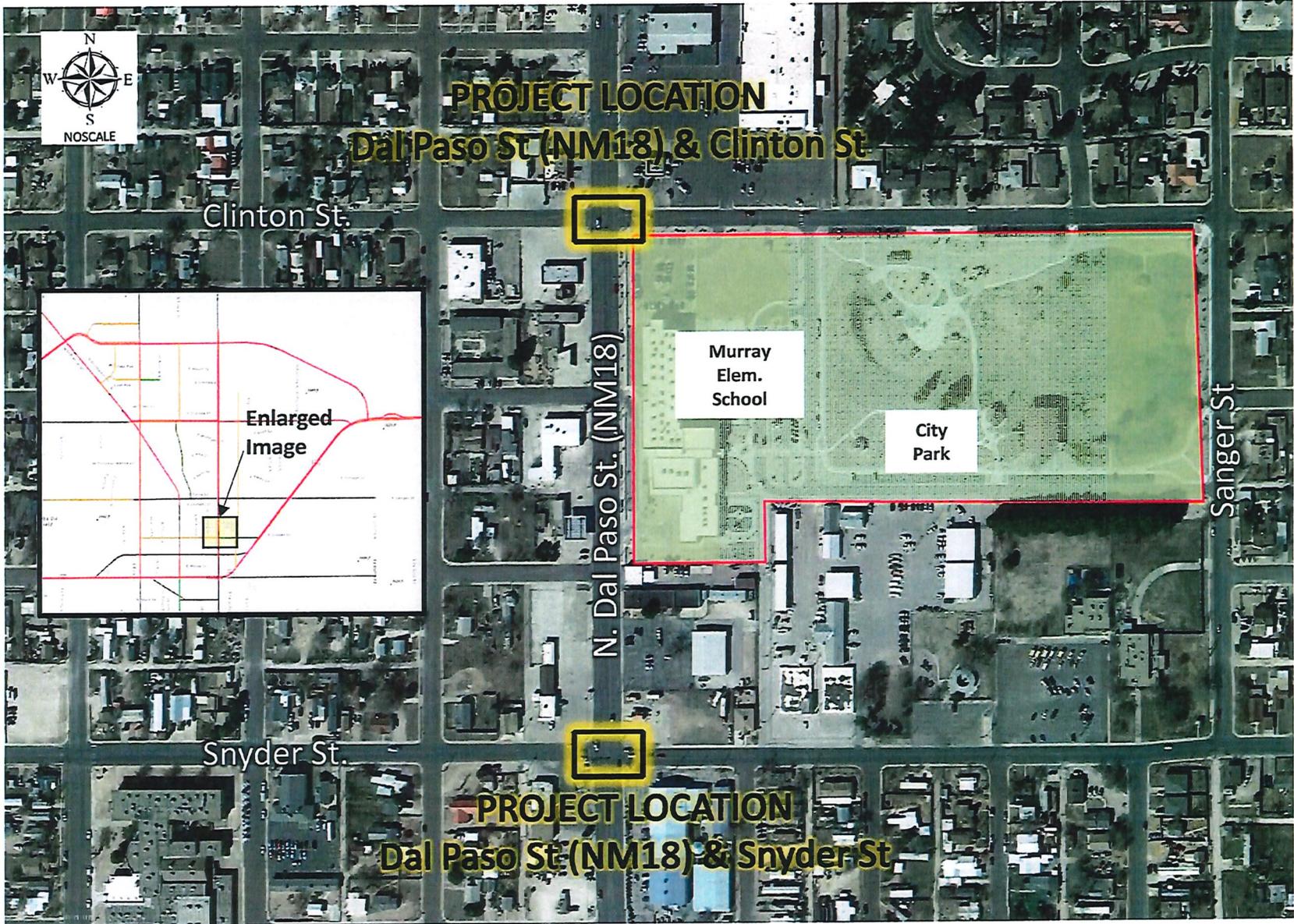
NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be, and hereby is, authorized to submit an application for the Municipal Arterial Program (MAP) funding to the New Mexico Department of Transportation for of Dal Paso / Clinton and Dal Paso / Snyder; in the City of Hobbs, New Mexico and hereby commits to the concept of such project as specified in the project application.

PASSED, ADOPTED AND APPROVED this 7th day of March, 2022.

SAM D. COBB, Mayor

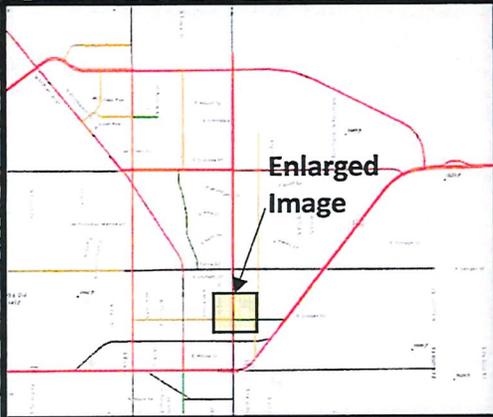
ATTEST:

JAN FLETCHER, City Clerk



PROJECT LOCATION
Dal Paso St (NM18) & Clinton St

Clinton St.



Enlarged
Image

N. Dal Paso St. (NM18)

Murray
Elem.
School

City
Park

Sanger St

Snyder St.

PROJECT LOCATION
Dal Paso St (NM18) & Snyder St



2022/2023 Hobbs MAP APPLICATION
HOBBS, NM – VICINITY MAP



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 7, 2022

SUBJECT: APPLICATION FOR LOCAL GOVERNMENT ROAD FUND (COOP) GRANT TO NMDOT FOR PEDESTRIAN CROSSWALK IMPROVEMENTS

DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: 2-28-22
SUBMITTED BY: Todd Randall, City Engineer

Summary:

The NMDOT District Two Engineering Support Division is soliciting applications for the Local Government Road Fund Program for fiscal year 2022/2023. The purpose of the Local Government Road Fund Program is to assist local public agencies in "project development, construction, reconstruction, improvement, maintenance or repair of public highways, streets and public school parking lots, or for the acquisition of rights-of-way or for material for the construction or improvement thereof". Requests are due no later than March 15th.

Staff recommends improvements to existing crosswalks located at 1) Bender / Brazos and New installation at 2) Seminole Hwy & Clinton. The improvements at the crosswalks include the installation of a Pedestrian Hybrid Beacon. This beacon is used to assist in pedestrian crossings at major arterials with minor street intersections.

Fiscal Impact:

Estimated Cost: \$ 300,000
Local Match: \$ 75,000 (25%)
State Match: \$225,000 (75%)
* Project will be budgeted upon grant being awarded

Reviewed By: [Signature] Finance Department

Attachments:

Resolution / Map

Legal Review:

Approved As To Form: Efren A. Cortez City Attorney

Recommendation:

To make a motion to approve the Resolution for the Mayor to submit an application for the 2022/2023 COOP funding to the NMDOT

Approved For Submittal By:

[Signature] Department Director

[Signature] City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7167

A CONCEPT RESOLUTION OF SUPPORT FOR THE SUBMISSION OF AN APPLICATION TO THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNAL IMPROVEMENTS IN HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs desires to improve the roadway corridor of various signalized intersections in the City of Hobbs; and

WHEREAS, the estimated construction cost of the proposed project is \$300,000. The City of Hobbs proposes to provide \$75,000.00 and request the state to provide \$225,000; and

WHEREAS, the City of Hobbs verifies that funds, equipment, labor, and materials representing the total cost of the proposed project will be available if the funding is awarded; and

WHEREAS, the City of Hobbs has agreed to fund all on-going maintenance costs for this roadway project after construction; and

WHEREAS, the City of Hobbs supports this project and desires to receive funding; and

WHEREAS, the City of Hobbs understands two resolutions must be submitted, one at the time of application and another at the time the project is formally under contract with the New Mexico Department of Transportation; and

WHEREAS, this resolution is at the time of an application for the Local Government Road Fund Program funding;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be, and hereby is, authorized to submit an application for the COOP Program funding to the New Mexico Department of Transportation for Traffic Signal Improvements at various intersections in the City of

Hobbs in the City of Hobbs, New Mexico and hereby commits to the concept of such project as specified in the roadway project application.

PASSED, ADOPTED AND APPROVED this 7th day of March, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



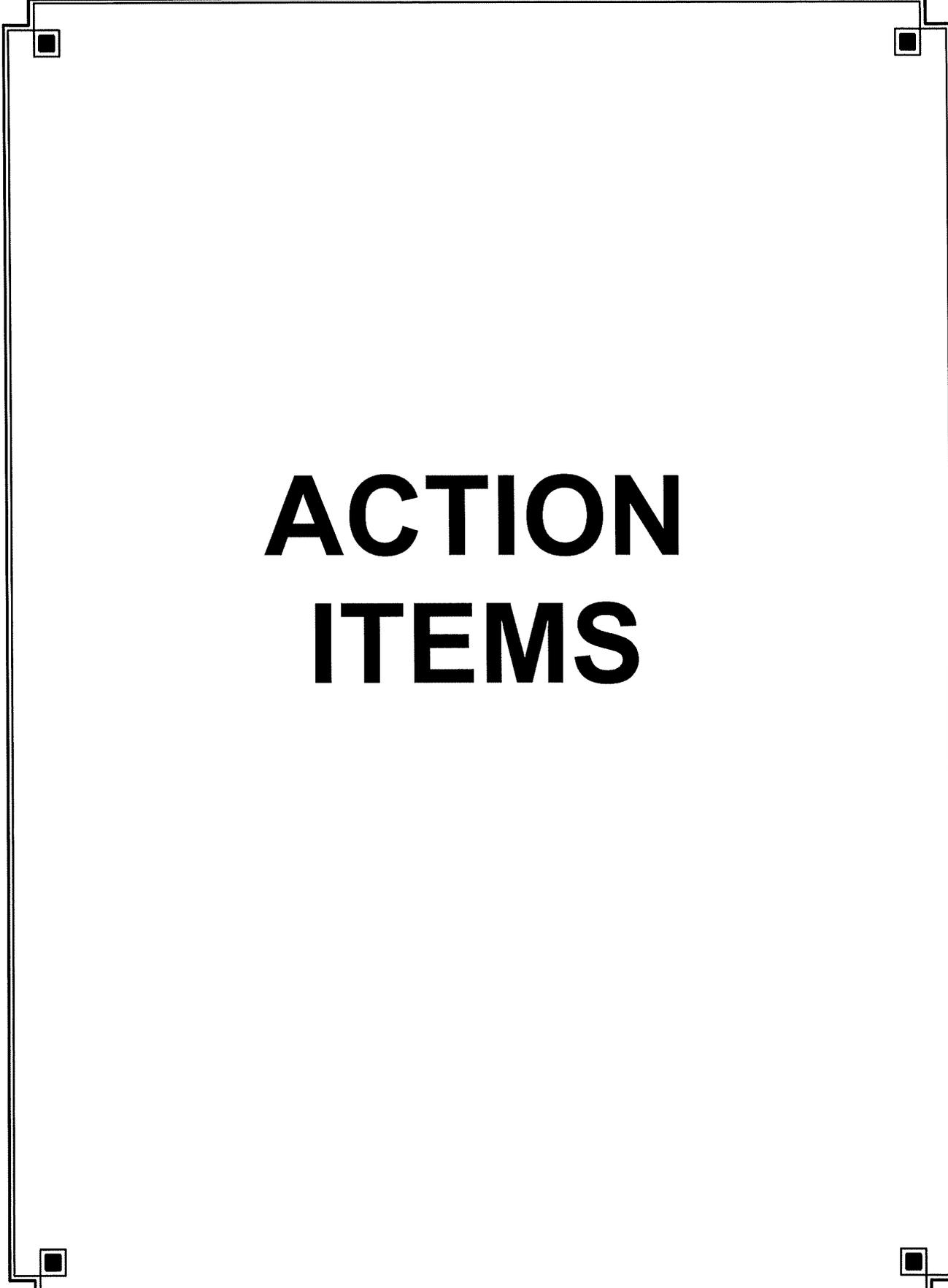
2022/2023 Hobbs COOP GRANT APPLICATION

HOBBS, NM – VICINITY MAP



2022/2023 Hobbs COOP GRANT APPLICATION
HOBBS, NM – VICINITY MAP

DISCUSSION



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 7, 2022

SUBJECT: A resolution relating to the disposition of 90 Colt Ar-15 Rifles and 90 Remington 870 Shotguns. The department wishes to trade these firearms toward the purchase of 100 new rifles.

DEPT. OF ORIGIN: Police Department
DATE SUBMITTED: 2/15/2022
SUBMITTED BY: Interim Chief August Fons

Summary:

The City desires to delete from its inventory and dispose of 90 rifles and 90 shotguns. The firearms are worn-out and past the 10 year service life. The firearms will be traded in towards the purchase of new Sionics brand AR-15 patrol rifles through ProForce Law Enforcement out of Prescott Arizona.

Fiscal Impact:

The trade-in value for each firearm is listed as \$450.86. The total trade-in value for 180 firearms is \$81,155.45. The total purchase price of 100 new rifles is \$99,500. The total fiscal impact for this purchase will be \$18,344.55.

Reviewed By: 
Finance Department

Attachments:

ProForce Quote, GT Distributors Quote, and Adamson Police Products Quote. Hobbs Police Department serial numbers of proposed trade-in firearms

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

To make a 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. 7168

A RESOLUTION RELATING TO THE DISPOSITION OF
90 RIFLES AND 90 SHOTGUNS USED BY
THE CITY OF HOBBS POLICE DEPARTMENT

WHEREAS, the Hobbs Police Department desires to delete from its public inventory and dispose of ninety (90) Colt AR-15 Rifles and ninety (90) Remington .12 Gauge Shotguns currently listed on the City of Hobbs Police Department inventory; and

WHEREAS, the weapons will be traded in towards the purchase of 100 new AR-15 Rifles through ProForce Law Enforcement; and

WHEREAS, the trade-in value of the weapons is \$81,155.45; and

WHEREAS, the total purchase price of new rifles is \$99,500.00 which will leave a fiscal impact for this purchase of \$18,344.55.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the City of Hobbs, New Mexico, that:

- A. The City desires to delete from its public inventory and dispose of ninety (90) Colt AR-15 Rifles and ninety (90) Remington .12 Gauge Shotguns incorporated herein by reference and the governing body hereby makes the official, specific finding that each item of property on the attached list:
 1. has a current resale value of less than \$5,000.00; and
 2. that all such items should be deleted from the City's public inventory and traded-in, pursuant to the provisions of the Procurement Code towards the purchase of 100 new AR-15 Rifles through Proforce Law Enforcement of Prescott, Arizona.
- B. A copy of this official finding and proposed disposition of the property sought to be disposed of shall be made a permanent part of the official minutes of the governing body.

PASSED, ADOPTED, AND APPROVED this 7th day of March, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF LEA)

The undersigned City Commissioners and Mayor, being first duly sworn upon oath, hereby state that the information set forth in the above official findings is true and correct to the best of that person's knowledge, information, and belief.

Sam D. Cobb, Mayor

Larron B. Fields, Commissioner

R. Finn Smith, City Commissioner

Joseph D. Calderón, City Commissioner

Christopher Mills, City Commissioner

Dwayne Penick, City Commissioner

Don R. Gerth, City Commissioner

SUBSCRIBED AND SWORN to before me this _____ day of March, 2022.

NOTARY PUBLIC

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive. Prescott AZ, 86301
 Tel: 928-776-7192 Fax: 928-445-3468
 email: sales@proforceonline.com www.proforceonline.com

O R D E R	QUOTE#	PAGE
	579493	1
Q U O T E	SHIP DATE	
	A.S.A.P.	

SOLD
TO

CITY OF HOBBS
 ATTN: ACCTS PAYABLE/FINANCE
 200 EAST BROADWAY STREET
 HOBBS NM 88240

SHIP
TO

HOBBS POLICE DEPARTMENT
 ATTN SGT NATHAN EUBANK
 300 NORTH TURNER
 HOBBS NM 88240

575-397-9251

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	12/01/21	010014	A	JIM HALSTED	FX G-FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
1	TRADES CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED 90 - Colt LE Commando .223/5.56 Rifle 11.5" Barrel, Semi/Safe Only, Adjustable Collapsible Stock - Purchased 2011 90 - Remington 870 12 Ga. Short barreled shotguns - Purchased 2010 **A FORM 5 ATF TRANSFER FORM MUST BE SUBMITTED BEFORE RIFLES CAN BE SHIPPED TO A LOCATION OF PROFORCE CHOOSING **			81,155.45-	EA .00	81,155.45CR
100	NON-STOCK PAT III XL HOBBS EDITION			995.00	EA .00	99,500.00
1	XFET THIS ITEM FET OUT This quote is valid for 45 days from the date of the quote, pending credit approval, and is subject to inventory, manufacturer's availability and price change. Please call to receive price update upon expiration. ORDERING INSTRUCTIONS: Please reply to your sales represen- tative in writing to process this order or send an email to			.00	EA .00	.00
COMMENT						
TERMS						

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive. Prescott AZ, 86301
 Tel: 928-776-7192 Fax: 928-445-3468
 email: sales@proforceonline.com www.proforceonline.com

O R D E R	QUOTE#	PAGE
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JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	12/01/21	010014	A	JIM HALSTED	FX G-FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
	<p>ryan.schreiber@proforceonline.com. For orders over \$5,000, a PO or signed quote is required to process the order. Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items</p> <p>IMPORTANT: To order from this quotation, please sign below.</p> <p>Printed Name: _____</p> <p>-</p> <p>Date: _____ P.O.: _____</p> <p>-</p> <p>Signature: _____</p>			

<p>COMMENT FOR NATHAN EUBANK</p> <p>BY RYAN SCHREIBER</p> <p>TERMS DUE NET 30 DAYS</p>	<p>SALES AMOUNT</p> <p>18,344.55</p>
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Quotation

DATE Feb 11, 2022	PAGE 1
ORDER NUMBER CO098975	

3763 Imperial Street, Unit A
 Frederick, CO 80516
 PH: (877) 833-4699 FX: (303) 833-4762

Sold To	CITY OF HOBBS POLICE DEPT. ATTN: ACCT. PAYABLE 200 E BROADWAY STREET HOBBS, NM 88240
----------------	-----------------------------------------------------------------------------------------------

Ship To	CITY OF HOBBS POLICE DEPT. ATTN: NATHAN EUBANK 300 N TURNER HOBBS, NM 88240
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REFERENCE JOHN	PO NUMBER FIREARM TRADE QUOTE	CUSTOMER NO NM168-TRADES	SALESPERSON MATTHEW	ORDER DATE Feb 11, 2022	SHIP VIA FED04	TERMS NETO30
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QUANTITY			ITEM NUMBER	DESCRIPTION	UNIT PRICE	UNIT	AMOUNT
ORD	SHIP	B / O					
			MC010	QTY 90 COLT LE COMMANDO 11.5" SAFE/SEMI			-35,100.00
			MC010	QTY 90 REMINGTON 870 12G SBS 14" SHOTGUN			-9,000.00
100	0	100	853/11600	M&P15T M-LOK RIFLE 16" 1/8 5R 13" RAIL MAGPUL BUIS	720.00	EA	72,000.00
This quote is valid for 60 days							

	Subtotal	27,900.00
	Total Sales Tax	0.00
	Total Order	27,900.00

Original



GT Distributors - Austin
 1124 New Meister Ln., Ste 100
 Pflugerville TX 78660
 (512) 451-8298 Ext. 0000

Quote	QTE0149845
Date	2/4/2022
Page:	1

Bill To:

Hobbs, City of (NM)
 Finance Department
 200 E. Broadway St.
 Attn: Accounts Payable
 Hobbs NM 88240

Ship To:

Hobbs, City of (NM)
 300 N Turner
 Hobbs NM 88240

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Reg Ship Date	Master No.
220204 GUN TRADE	002360	CH		NET 15	0/0/0000	2,536,949

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
90	UG-COLT-LE-CARBINE	Used Colt Defense Colts Law Enforcement Carl	EA	(\$255.00)	(\$22,950.00)
90	UG-REM870	Used Gun Remington Model 870 12GA. Shotgr	EA	(\$125.00)	(\$11,250.00)
1	NOTES:	Notes:	EA	\$0.00	\$0.00
		All guns must be fully functional to receive full trade value.			
1	NOTES:	Notes:	EA	\$0.00	\$0.00
		The agency is responsible for packaging and all freight charges on trades to G T Distributors.			
100	SPRF-STV916556B*	Springfield Saint Victor 5.56 16" Black Free Flo	EA	\$847.48	\$84,748.00

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Subtotal	\$50,548.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$50,548.00

Your salesperson is Robin Warren. Thank You.
 Nathan Eubank <neubank@hobbsnm.org>

Firearms By Serial Number

Serial No.	Trk No.	Location Assigned	ID No.	Type Of Firearm	Dept No.	Brand	Model	Caliber	Owned By	Status	Cost
LE084025	449	Aguirre, Laura	#3274	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE084037	446	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE084060	447	Espinoza, Manuel	#6033	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE084087	448	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086025	451	Cuerrero, Ricky Lee	#4632	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086037	452	Blevins, Shane	#3503	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086072	453	Goins, Mara	#6543	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086073	454	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086182	455	Ray, Kyle	#4714	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086229	456	Jackson, Travis	#3249	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086445	457	Clemmer, Joseph	#4378	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086447	458	Harrington, Ward	#5075	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086451	459	Doport, Mark B.		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086456	460	Eubank, Nathan	#3267	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086457	461	Garrett, Danny	#3644	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086459	462	White, Anmaad	#4377	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086461	463	Generotzky, Bryan	#3997	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086462	464	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086468	467	Alarcon, Tony		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086469	468	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086475	469	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086476	470	Perez, Daniel	#6297	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00

Firearms By Serial Number

Serial No.	Trk No.	Location Assigned	ID No.	Type Of Firearm	Dept No.	Brand	Model	Caliber	Owned By	Status	Cost
LE086478	471	Thomas, Joshua	#5650	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086479	472	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086480	473	Ingley, Brendan	#3546	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086481	474	Still, Robert	#6044	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086485	475	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086487	476	Martinez, Carlos	#3091	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086489	477	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086492	478	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086499	479	Mora, Isidro	#5490	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086500	480	Maxwell, Jennifer	#3843	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086501	481	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086513	482	MILO		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086516	483	Blanchard, Robert	#3999	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086517	484	Seay, Dustin	#5081	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086518	485	Torres, David	#5295	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086519	486	Burleson, Matthew S	#4757	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086520	487	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086521	488	Romero, Luis Omar	#6456	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086524	489	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086525	490	MILO		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086526	491	Carrasco, Jorge	#6402	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086529	492	Gutierrez, Ulyses	#6159	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086534	493	Carreon, Roberto	#6223	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00

Firearms By Serial Number

Serial No.	Trk No.	Location Assigned	ID No.	Type Of Firearm	Dept No.	Brand	Model	Caliber	Owned By	Status	Cost
LE086535	494	Wiseman, Zane	#5635	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086540	495	Carrillo, Jorge	#6021	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086565	496	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086572	497	Teague, James	#6394	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE086601	498	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE087460	499	Olenik, Matthew	#4898	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE087462	500	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE087464	501	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE087469	502	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE087470	503	Brackeen, Troy	#5071	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE087484	504	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE087489	505	Barrientes, Marina L	#4083	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE087490	506	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE087491	507	Bittick, Earl	#6387	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE087492	508	Jimenez, Jessica	#4709	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE087494	509	Hopper, Royal	#3257	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE087499	510	Carrillo, Jairo	#5287	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE087500	511	Faulkner, Douglas	#5129	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE087501	512	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE087502	513	Vargas, Robert	#6385	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE087503	514	Meinjueiro, Vaneza	#6256	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE087504	515	Soriano, Jorge	#5325	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE087505	516	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00

Firearms By Serial Number

Serial No.	Trk No.	Location Assigned	ID No.	Type Of Firearm	Dept No.	Brand	Model	Caliber	Owned By	Status	Cost
LE087506	517	Colin, Jorge	#6072	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE087507	518	Doport, Mark B.		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE087508	519	Moyers, Jeff	#3400	Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE087509	520	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$940.00
LE210859	692	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$840.00
LE210861	693	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$840.00
LE210862	694	Alarcon, Reanna C	#3956	Rifle		Colt	AR-15	5.56	Department	Active	\$840.00
LE210863	695	Marin, Crystal	#4887	Rifle		Colt	AR-15	5.56	Department	Active	\$840.00
LE210868	696	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$840.00
LE210879	697	Hardison, Shawn	#3483	Rifle		Colt	AR-15	5.56	Department	Active	\$840.00
LE210881	698	Carrillo, Lauren	#6372	Rifle		Colt	AR-15	5.56	Department	Active	\$840.00
LE210882	699	Mann, Nikolas	#5110	Rifle		Colt	AR-15	5.56	Department	Active	\$840.00
LE210885	700	Guerrero, Manuel J.	#6167	Rifle		Colt	AR-15	5.56	Department	Active	\$840.00
LE210892	701	Jaimes, Juan	#5526	Rifle		Colt	AR-15	5.56	Department	Active	\$840.00
LE210893	702	Hernandez, Nicholas	#6267	Rifle		Colt	AR-15	5.56	Department	Active	\$840.00
LE210894	703	Trejo, Octavio Alexander	#5895	Rifle		Colt	AR-15	5.56	Department	Active	\$840.00
LE210900	704	Tovar, Michael	#3482	Rifle		Colt	AR-15	5.56	Department	Active	\$840.00
LE210912	705	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$840.00
LE210917	706	Lara, Tyra Marie	#4718	Rifle		Colt	AR-15	5.56	Department	Active	\$840.00
LE210919	707	Smith, Tiawan	#6307	Rifle		Colt	AR-15	5.56	Department	Active	\$840.00
LE210920	708	Armory		Rifle		Colt	AR-15	5.56	Department	Active	\$840.00
LE210923	709	Hernandez, Kyle	#6158	Rifle		Colt	AR-15	5.56	Department	Active	\$840.00
LE210924	710	Herrera, Jason	#4060	Rifle		Colt	AR-15	5.56	Department	Active	\$840.00

Firearms By Serial Number

Serial No.	Trk No.	Location Assigned	ID No.	Type Of Firearm	Dept No.	Brand	Model	Caliber	Owned By	Status	Cost
LE210925	711	Mattocks, Alvin K	#4885	Rifle		Colt	AR-15	5.56	Department	Active	\$840.00
LE210926	712	Mendez, Leonel	#6347	Rifle		Colt	AR-15	5.56	Department	Active	\$840.00
LE210932	713	Selleck, Michael	#6540	Rifle		Colt	AR-15	5.56	Department	Active	\$840.00
LE210933	714	Soto, Edgar	#6239	Rifle		Colt	AR-15	5.56	Department	Active	\$840.00

90 85 Total Firearms	1 Different Types	1 Different Brands	1 Different Models	1 Different Calibers
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66 Different Locations Assigned	Total Value \$87,000.00
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Firearms By Serial Number

Serial No.	Trk No.	Location Assigned	ID No.	Type Of Firearm	Dept No.	Brand	Model	Caliber	Owned By	Status	Cost
RS70452M	668	Teague, James	#6394	Shotgun		Remington	870	12 GA	Department	Active	\$485.52
RS74404B	5	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74405B	7	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74406B	8	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74407B	9	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74408B	10	Armory		Shotgun		Remington	870	12 GA	Department	Inactive	\$447.74
RS74409B	11	Thomas, Joshua	#5650	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74410B	12	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74411B	13	Inglis, Brendan	#3546	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74412B	14	Clemmer, Joseph	#4378	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74413B	15	Seay, Dustin	#5081	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74414B	16	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74415B	17	White, Ahmaad	#4377	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74416B	18	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74417B	19	Marin, Crystal	#4887	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74418B	20	Hardison, Shawn	#3483	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74419B	21	Maxwell, Jennifer	#3843	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74420B	22	Soriano, Jorge	#5325	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74421B	23	Blanchard, Robert	#3999	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74422B	24	Trejo, Octavio Alexander	#5895	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74423B	25	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74424B	26	Alarcon, Reanna C	#3956	Shotgun		Remington	870	12 GA	Department	Active	\$447.74

Firearms By Serial Number

Serial No.	Trk No.	Location Assigned	ID No.	Type Of Firearm	Dept No.	Brand	Model	Caliber	Owned By	Status	Cost
RS74425B	27	Brackeen, Troy	#5071	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74427B	28	Mora, Isidro	#5490	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74428B	29	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74431B	30	Mendez, Leonel	#6347	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74432B	31	Generotzky, Bryan	#3997	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74433B	32	Aguirre, Laura	#3274	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74434B	33	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74438B	34	Berdoza, Eric A	#4440	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74439B	35	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74440B	36	Guerrero, Manuel J.	#6167	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74441B	37	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74442B	38	Espinoza, Manuel	#6033	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74444B	39	Still, Robert	#6044	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74445B	40	Soto, Edgar	#6239	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74446B	41	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74449B	42	Carreon, Roberto	#6223	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74450B	43	Marinovich, Brandon N	#3925	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74451B	44	Eubank, Nathan	#3267	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74452B	45	James, Joshua	#5135	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74453B	46	Bittick, Earl	#6387	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74454B	47	Carrasco, Jorge	#6402	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74455B	48	Jackson, Travis	#3249	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74456B	49	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$447.74

Firearms By Serial Number

Serial No.	Trk No.	Location Assigned	ID No.	Type Of Firearm	Dept No.	Brand	Model	Caliber	Owned By	Status	Cost
RS74457B	50	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74458B	51	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74459B	52	Hernandez, Kyle	#6158	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74460B	53	Armory		Shotgun		Remington	870	12 GA	Department	Off Line	\$447.74
RS74461B	61	Martinez, Carlos	#3091	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74462B	54	Faulkner, Douglas	#5129	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS74463B	55	Carrillo, Jorge	#6021	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS75187B	62	Mattocks, Alvin K	#4885	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS75188B	63	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS75193B	64	Wiseman, Zane	#5635	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS75194B	65	Burleson, Matthew S	#4757	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS75195B	66	Mann, Nikolas	#5110	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS75203B	67	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS75204B	68	Lara, Tyra Marie	#4718	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS75206B	69	Munro, Mark	#3763	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS75207B	70	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS75212B	71	Jaimes, Juan	#5526	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS75219B	72	Perez, Daniel	#6297	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS75946B	73	Vargas, Robert	#6385	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS75951B	77	Ray, Kyle	#4714	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS75953B	78	Tovar, Michael	#3482	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS75954B	79	Jimenez, Jessica	#4709	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS75964B	80	Hopper, Royal	#3257	Shotgun		Remington	870	12 GA	Department	Active	\$447.74

Firearms By Serial Number

Serial No.	Trk No.	Location Assigned	ID No.	Type Of Firearm	Dept No.	Brand	Model	Caliber	Owned By	Status	Cost
RS75966B	81	Barrientes, Marina L	#4083	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS75968B	82	Olenik, Matthew	#4898	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS75971B	83	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS79592M	673	Ford, Seth	#5124	Shotgun		Remington	870	12 GA	Department	Active	\$485.52
RS88049B	84	Santos, Justin Lee	#5023	Shotgun		Remington	870	12 GA	Department	Active	\$447.74
RS88054B	85	Armory		Shotgun		Remington	870	12 GA	Department	Inactive	\$447.74
RS92380M	678	Goins, Mara	#6543	Shotgun		Remington	870	12 GA	Department	Active	\$485.52
RS92381M	683	Torres, David	#5295	Shotgun		Remington	870	12 GA	Department	Active	\$485.52
RS92387M	687	Carrillo, Lauren	#6372	Shotgun		Remington	870	12 GA	Department	Active	\$485.52
RS92400M	669	Herrera, Jason	#4060	Shotgun		Remington	870	12 GA	Department	Active	\$485.52
RS95112M	674	Meinjueiro, Vaneza	#6256	Shotgun		Remington	870	12 GA	Department	Active	\$485.52
RS95116M	679	Smith, Tiawan	#6307	Shotgun		Remington	870	12 GA	Department	Active	\$485.52
RS95145M	684	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$485.52
RS95955M	688	Selleck, Michael	#6540	Shotgun		Remington	870	12 GA	Department	Active	\$485.52
RS95974M	670	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$485.52
RS95994M	675	Colin, Jorge	#6072	Shotgun		Remington	870	12 GA	Department	Active	\$485.52
RS95996M	680	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$485.52
RS95997M	685	Pereyra, Nicholas	#5500	Shotgun		Remington	870	12 GA	Department	Active	\$485.52
RS96003M	689	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$485.52
RS96004M	671	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$485.52
RS96006M	676	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$485.52
RS96007M	681	Gutierrez, Ulyses	#6159	Shotgun		Remington	870	12 GA	Department	Active	\$485.52
RS96009M	686	Romero, Luis Omar	#6456	Shotgun		Remington	870	12 GA	Department	Active	\$485.52

Firearms By Serial Number

Serial No.	Trk No.	Location Assigned	ID No.	Type Of Firearm	Dept No.	Brand	Model	Caliber	Owned By	Status	Cost
RS96010M	690	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$485.52
RS96011M	672	Armory		Shotgun		Remington	870	12 GA	Department	Active	\$485.52
RS96012M	677	Harrington, Ward	#5075	Shotgun		Remington	870	12 GA	Department	Active	\$485.52
RS96014M	682	Hooker, Dalton	#5985	Shotgun		Remington	870	12 GA	Department	Active	\$485.52

95 Total Firearms	1 Different Types	1 Different Brands	1 Different Models	1 Different Calibers
65 Different Locations Assigned	Total Value \$43,404.24			



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 7, 2022

SUBJECT: Resolution accepting and approving the FY2021 Audit.
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: 02/25/2022
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

The City of Hobbs is required by statute to contract with an independent auditor to perform the required annual audit. The audit has been completed by Hinkle + Landers, PC and the NM Office of the State Auditor has authorized the release of this audit per their release letter dated February 16, 2022.

Per NMAC 2.2.2.10 (M) (4), once the report is released and a 5 day waiting period has passed, the audit shall be presented by the independent audit firm to a quorum of the governing authority at a meeting held in accordance with the Open Meetings Act.

This resolution is seeking acceptance and approval of the completed FY21 audit report and findings.

Fiscal Impact:

No fiscal impact.

Reviewed By: 

Finance Department

Attachments: Resolution

Legal Review:

Approved As To Form: 

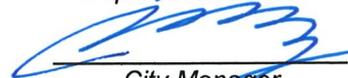
City Attorney

Recommendation:

Approval of resolution.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK=S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 7169

RESOLUTION OF ACCEPTANCE AND APPROVAL OF THE FY21 AUDIT

WHEREAS, the City of Hobbs is required by statute to contract with an independent auditor to perform the required annual audit or agreed upon procedures for Fiscal Year 2021; and,

WHEREAS, the City of Hobbs has directed the accomplishment of the audit for FY21 be completed; and,

WHEREAS, this audit has been completed and presented to the Hobbs City Commission per the February 16, 2022 letter from the State Auditor authorizing release of the FY21 audit.

WHEREAS, NMAC 2.2.2.10 (M) (4) provides in pertinent part that “Once the audit report is officially released to the agency by the state auditor (by a release letter) and the required waiting period of five calendar days has passed, unless waived by the agency in writing, the audit report shall be presented by the IPA, to a quorum of the governing authority of the agency at a meeting held in accordance with the Open Meetings Act, if applicable;” and,

NOW THEREFORE, BE IT RESOLVED, that the Hobbs City Commission does hereby accept and approve the completed audit report and findings as indicated within this document.

ACCEPTED AND APPROVED this **7th** day of **March 2022**, in regular session by the Hobbs City Commission, at Hobbs, Lea County, New Mexico.

SAM D. COBB, Mayor

R. FINN SMITH, Commissioner

CHRISTOPHER MILLS, Commissioner

LARRON B.FIELDS, Commissioner

JOSEPH D. CALDERÓN, Commissioner

ROY DWAYNE PENICK, Commissioner

DON R. GERTH, Commissioner

ATTEST BY:

JAN FLETCHER, City Clerk

BRIAN S. COLÓN, ESQ. CFE
STATE AUDITOR



NATALIE CORDOVA, CPA
DEPUTY STATE AUDITOR

State of New Mexico
Office of the State Auditor

CONSTITUENT SERVICES
(505) 476-3821

Via: Email

2/16/2022
Toby Spears, Finance Director
tspears@hobbsnm.org
City of Hobbs

OSA Ref No. 6086

Re: Authorization to Release 2021 City of Hobbs Audit Report

The Office of the State Auditor (OSA) received the audit report for your agency on 12/14/2021. The OSA has completed the review of the audit report required by Section 12-6-14(B) NMSA 1978 and any applicable provisions of the Audit Rule. This letter is your authorization to make the final payment to the Independent Public Accountant (IPA) who contracted with your agency to perform the financial and compliance audit. In accordance with the audit contract, the IPA is required to deliver to the agency the number of copies of the report specified in the contract.

Pursuant to Section 12-6-5 NMSA 1978, the audit report does not become a public record until five days after the date of this release letter, unless your agency has already submitted a written waiver to the OSA. Once the five-day period has expired, or upon the OSA's receipt of a written waiver:

- the OSA will send the report to the Department of Finance and Administration, the Legislative Finance Committee and other relevant oversight agencies;
- the OSA will post the report on its public website; and
- the agency and the IPA shall arrange for the IPA to present the report to the governing authority of the agency, per the Audit Rule, at a meeting held in accordance with the Open Meetings Act, if applicable.

The IPA's findings and comments are included in the audit report on page 110. It is ultimately the responsibility of the governing authority of the agency to take corrective action on all findings and comments.

Sincerely,

A handwritten signature in blue ink, appearing to be "B. Colón".

Brian S. Colón, Esq. CFE
State Auditor

cc. Hinkle + Landers, PC



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 7, 2022

SUBJECT: ADOPTION OF AN ORDINANCE GRANTING SOUTHWESTERN PUBLIC SERVICE COMPANY DBA XCEL ENERGY A FRANCHISE AGREEMENT WITH THE CITY OF HOBBS

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: March 1, 2022
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary: The current action item adopts a proposed franchise agreement, via ordinance, with Southwestern Public Service for the transmission and distribution of electricity to residents of Hobbs, New Mexico. The proposed agreement:

- Has a term of ten (10) years;
Incorporates the City's Right-of-Way Management Regulations Ordinance (HMC Chapter 12.01);
Incorporates the requirements of the Americans with Disabilities Act (ADA);
Has a proposed franchise fee of four percent (4%);

The last franchise agreement granted to Southwestern Public Service by the City of Hobbs was granted on February 21, 1989, and expired as of February 21, 2014. The parties have been operating under the 1989 agreement to date. Pursuant to NMSA 1978, § 3-17-3 the proposed ordinance was published on February 11, 2022. Pursuant to NMSA 1978, § 3-42-1, if adopted, the franchise ordinance must be published twice at least seven days apart within thirty (30) days of adoption. The ordinance does not go into effect until thirty (30) days after final adoption.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The four percent (4%) franchise fee is collected through Southwestern Public Service from its customers and is paid to the City. The proposed franchise fee would generate approximately \$1.2M per year.

Attachments:

Proposed Franchise Ordinance (Franchise Agreement); Affidavit of Publication

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

The Commission should consider approving adopting this ordinance.

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. _____

Electricity Franchise
ORDINANCE NO. 1140

AN ORDINANCE OF THE CITY OF HOBBS, NEW MEXICO, GRANTING TO SOUTHWESTERN PUBLIC SERVICE COMPANY, DBA XCEL ENERGY, A NEW MEXICO CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE LICENSE, WITHIN THE CITY LIMITS OF THE CITY AS THEY NOW EXIST OR AS THEY MAY BE CHANGED FROM TIME TO TIME, FOR A PERIOD OF TEN (10) YEARS TO ERECT, CONSTRUCT, EQUIP, EXTEND, ALTER, MAINTAIN, REPAIR, REPLACE, REMOVE AND OPERATE, ALL WORKS, SYSTEMS, PLANTS, POLES, POLE LINES, DISTRIBUTION LINES, TRANSMISSION LINES, WIRES, GUYS, CABLES, CONDUITS, TRANSFORMERS AND OTHER DISTRIBUTION AND TRANSMISSION INSTRUMENTALITIES, FACILITIES AND APPURTENANCES NECESSARY OR PROPER FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY INTO, IN, WITHIN, FROM, ACROSS, AND THROUGH THE CITY AND (ii) SUPPLY AND FURNISH TO THE CITY AND ITS INHABITANTS AND TO ANY OTHER PERSON OR PERSONS, FIRMS OR CORPORATIONS, WHETHER LOCATED WITHIN OR WITHOUT THE CITY, ELECTRIC ENERGY FOR LIGHT, POWER, COOLING, HEATING OR FOR EITHER OR ALL OF THESE PURPOSES OR FOR ANY OTHER PURPOSE OR PURPOSES FOR WHICH ELECTRICITY MAY BE USED.

WHEREAS, Southwestern Public Service Company, dba Xcel Energy, is now and has been engaged in the business of supplying and furnishing to the City of Hobbs, New Mexico, and its inhabitants and to any other person or persons, firms or corporations, whether located within or without the City, electric energy for light, power, cooling, heating or for either or all of these purposes or for any other purpose or purposes for which electricity may be used.

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

SECTION I. DEFINITIONS.

For the purpose of this ordinance, all terms contained herein shall have the meaning prescribed for that term in Hobbs Municipal Code Section 12.01.030, except the following terms shall have the meanings given herein:

- A. "City" shall mean the City of Hobbs, New Mexico, and any agency, department, or agent thereof;
- B. "City-Owned Property" shall mean all places owned by the City or on the City public grounds, both above and below the surface, including but not limited to City owned buildings or used buildings and structures, parks, utility and light poles, traffic signals, and pedestrian and bike paths, as the same now exist, or as they

may after the effective date of this ordinance be extended.

- C. "Company" shall mean Southwestern Public Service Company ("SPS"), dba Xcel Energy, and SPS's legal representatives, successors, lessees, and assigns;
- D. "Commission" shall mean the principal governmental body of the City of Hobbs, New Mexico, its officers, or a representative person or entity as may be designated to act on its behalf;
- E. "Company Facilities" shall mean, collectively, any and all electric transmission and distribution systems used or useful in the transmission and distribution of electrical light, heat and power, including but not limited to poles, wires, lines, conduits, ducts, cables, braces, guys, anchors and vaults, transformers, generators, switches, meter devices, fixtures, studs, platforms, crossbars, manholes, cutouts, communication circuits, appliances, attachments, appurtenances and any other property to be located in, upon, along, across, under or over the City's Rights-of-Way.
- F. "Franchise" means the electric franchise granted by City to Company by this Ordinance.
- G. "Franchise Area" means the area within the jurisdictional boundaries of the City and any area annexed by the City during the term of this Franchise.
- H. "Gross Receipts" shall mean the total monies received by the Company from the sale of electricity to its retail customers within the corporate limits of the City under SPS's lighting and power rates except for the monies received from: (i) the sale of electricity to the City and all municipal, county, state, and federal governmental agencies and institutions; (ii) miscellaneous services charges; and (iii) charges for payments under this ordinance, sales taxes, and gross receipt taxes. NOTE: Commercial customers as used herein shall not be construed to include any political subdivisions of Federal, State or Local government, any cooperative organization, or industrial accounts serviced under the Company's published industrial rates as filed with the NMPRC.
- I. "NMPRC" means the New Mexico Public Regulation Commission.
- J. "Rights-of-Way" means the surface of, and the space above and below, any and all public highways, streets, roads, alleys, avenues, tunnels, and parkways of the City, and easements dedicated or granted to the City within the Franchise Area, including State highways now or hereafter established within the Franchise Area. Rights-of-Way shall not include City-Owned Property.

SECTION II. GRANT OF FRANCHISE.

By this ordinance, the City hereby grants to Company a franchise to (i) erect, construct, obtain, own, sell, equip, extend, expand, alter, maintain, repair, replace,

remove, and operate its equipment and Company Facilities on, along, across, over and under the Right-of Way within the Franchise Area (ii) serve, supply, and furnish to the City and its inhabitants and others electric energy for light, cooling, heat, power and other useful purposes to the City and its inhabitants and others; and (iii) use and occupy during the term of this Franchise all Rights-of-Way within the Franchise Area. All such occupancies of the Company's infrastructures, existing or future, shall comply with the City's Right-of-Way Management Regulations Ordinance outlined fully in Chapter 12.01 of the Hobbs Municipal Code

SECTION III. POWERS AND CONDITIONS

The Company is authorized and empowered to do any and all things necessary and proper to be done and performed in executing the powers and utilizing the privileges granted in this Franchise, subject to the City's Right-of-Way Management Regulations Ordinance.

SECTION IV. GRANT NON-EXCLUSIVE.

The franchise granted by this ordinance is not exclusive, and the City hereby reserves the right, power, and authority to grant similar rights, privileges, permission and authority to any person at any time. The City reserves the right to acquire, including the property of Company, construct, own, operate and maintain an electrical distribution system to serve all or any portion of Hobbs, New Mexico, at any time during the term of this ordinance, and to fully exercise such right in accordance with applicable law.

SECTION V. LIMITATIONS ON GRANT OF FRANCHISE.

Nothing contained in this ordinance shall be construed as authorizing Company to use, or permit the use of any portion of its electrical distribution system for any purpose other than those reasonably necessary for the transmission or distribution of electrical service, including facilities necessary for internal or intra-Company communications, unless prior written approval is obtained from the City. Company shall not acquire as a result of the location of its facilities in any existing or proposed rights-of-way, even though such location was approved by the City, any vested right or interest in any particular rights-of-way location by virtue of the franchise. Facilities installed in the rights-of-way during the term of this ordinance, or facilities in the rights-of-way which are altered such that application of the Americans with Disabilities Act (ADA) is triggered, shall comply with the requirements of the ADA. With respect to existing facilities located in rights-of-way which prevent disabled persons' use of and access to buildings, structures, facilities, sidewalks, streets, alleys or other paths of travel in violation of the requirements of the ADA, Company shall correct such violations in good faith. Within thirty (30) days of Company's receipt of a notice of a third-party complaint from the City or others identifying facilities that may cause access barriers in violation of the ADA, the Parties shall meet to review the complaint and determine an appropriate response and required repair, if any. If repair is required, the Parties shall establish

plans and time frames for the repair.

SECTION VI. CONSIDERATION FOR GRANTING FRANCHISE.

- A. **FRANCHISE FEE** – In consideration for this Franchise which provides terms related to the use and occupy the City Rights-of-Way, Company shall pay an amount equal to four percent (4.0%) of the Gross Receipts (“Franchise Fee”) to the City throughout the term of this Franchise. Payment of the Franchise Fee by Company to City for use of City Rights-of-Way shall be in lieu of other franchise, license, privilege, pole, instrument, occupation, or taxes, fees, charges or other excises or extractions (except: general ad valorem property taxes and special assessments for local governments; and the sales and gross receipt taxes authorized by Section 3-18-2 NMSA 1978; or any other lawful fee imposed generally upon persons doing business within the Town) upon the Company’s business, revenue, Company Facilities, or other property in the City during the term of this franchise. Payment of the Franchise Fee by Company to City does not exempt the Company from any lawful permitting fee imposed generally upon persons doing business within the City.
- B. **PAYMENTS.** Franchise Fee payments to the City shall be computed monthly for the preceding calendar month. Each monthly payment shall be due and payable no later than thirty (30) days after the last day of the preceding month.
- C. **ACCEPTANCE OF PAYMENT AND RECOMPUTATION.** No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the City may have for further or additional sums payable or for the performance of any other obligation of Company hereunder.
- D. **ALTERNATIVE COMPENSATION.** In the event the obligation of Company to compensate the City through Franchise Fee payments is lawfully suspended or eliminated, in whole or part, then Company shall pay to the City compensation equivalent to the compensation paid to the City by other similarly situated users of the City’s Rights-of-Way for Company’s use of the City’s Rights-of-Way, provided that in no event shall such payments exceed the equivalent of five percent (5%) of Company’s Gross.

To assure proper payment as herein provided, the books of the Company shall be open to inspection by the City at all reasonable times. Notwithstanding anything to the contrary in this ordinance, the payments shall continue only so long as: (i) SPS is not prohibited from making the payment by any lawful authority having jurisdiction; or (ii) the City does not levy, charge, or collect, or attempt to levy, charge, or collect other franchise, license, privilege, occupation, excise, or revenue taxes or other extractions which conflict with subparagraph A. above. If any lawful authority having jurisdiction prohibits the payments or the City does levy, charge, or collect, or attempts to levy, charge, or collect, other franchise, license, privilege, occupation, excise, or revenue taxes or other extractions, then SPS’s obligation to make the payments provided for in

this Section VI of this ordinance shall cease.

SECTION VII. RIGHT-OF-WAY ORDINANCE INCORPORATED.

As a condition of City's grant of franchise to Company as contemplated by NMSA 1978, § 3-42-1, Company shall strictly comply with the provisions of the City's Right-of-Way Management Regulations Ordinance as outlined fully in Chapter 12.01 of the Hobbs Municipal Code, and expressly incorporated herein. Any subsequent amendments to the Right-of-Way Management Regulations Ordinance shall be binding on Company after Company has been afforded reasonable notice and opportunity to comply. Nothing contained in this ordinance shall be interpreted to in any way limit the rights and remedies available to City pursuant to Chapter 12.01 of the Hobbs Municipal Code.

SECTION VIII. ANNEXATIONS.

This ordinance shall apply to any property properly annexed to the City as provided by law, upon such annexation.

SECTION IX. STANDARDS OF SERVICE.

The NMPR has general and exclusive power and jurisdiction to regulate and supervise Company in respect to its rates and service regulations and in respect to its securities, all in accordance with provisions of the New Mexico Public Utility Act (NMSA 1978, § 62-6-4). A copy of Company's rates and service regulations are on file for public reading at the office of Southwestern Public Service Company during normal working hours.

If at any time the New Mexico Public Utility Act (NMSA 1978, § 62-6-4) is amended or repealed with the effect of such action being the deletion of standards of service in the City as are now in effect and no successor is named by the State of New Mexico, the City reserves the right to establish standards of service consistent with those now in effect in the City or at the time of any such amendment or repeal. If standards of service are established by the City and the City becomes the regulative authority for such standards of service, the costs (in excess of established costs) for such standards of service, will be borne by the rate payers of the City.

SECTION X. INTERRUPTION OF SERVICE

SPS shall not be liable to the customer nor shall the customer be liable to SPS by reason of failure of SPS to deliver or the customer to receive electrical energy as the result of fire, strike, riot, explosion, flood, accident, breakdown, acts of God, the public enemy, or other conditions beyond the control of the party affected; it being the intention of each party to relieve the other of the obligation to supply or to receive energy when, as a result of any of the above mentioned causes, either party may be unable to deliver or use, in whole or in part, electrical energy to be delivered or received. But, in case of

such interruption, SPS shall use reasonable diligence to re-establish service as soon as possible.

SECTION XI. TERMINATION.

If any payment herein provided to be paid is not paid when due after thirty (30) days written notice from City to Company of such non-payment (which period of thirty (30) days commence with the day after receipt of such notice), this ordinance may be terminated by the City. If the Company substantially fails to comply with any of the other material provisions of this ordinance and fails to cure same or is unable to provide justification for such non-compliance within sixty (60) days after it has received written notice from the City claiming such non-compliance with any of the material terms and provisions of this ordinance, then City shall give Company an additional written notice that this ordinance will be terminated effective ninety (90) days after receipt of said notice to Company, unless Company corrects such noncompliance within said period of time. If the City and Company disagree over whether Company has substantially failed to comply with any of the material provisions of this ordinance or has failed to cure an alleged non-compliance, the ordinance shall continue until agreement is reached between the City and Company resolving the matter or until the matter has been litigated through the Courts to final judgment. Non-compliance by Company of any terms and provisions of this ordinance due to force majeure or any cause beyond its control does not constitute reason for termination of this ordinance.

SECTION XII. ASSIGNMENT.

The rights of the Company hereunder shall not be assignable without first giving the City at least thirty (30) days' notice prior to filing with the NMPRC of the Company's intention to assign its franchise rights hereunder. The Company shall assist the City Manager in providing information which reflects the financial ability (e.g., financial audit) and the management ability (e.g. experience and resume of proposed management) of its proposed Assignee to operate a public utility. The aforesaid thirty (30) days' notice shall not commence to run until Company has initiated good faith efforts to provide the assistance or information as requested by the City Manager. The rights, powers, limitations, duties and restrictions herein provided for shall inure to and be binding upon the parties hereto and upon their respective successors and assigns.

SECTION XIII. INTENTIONALLY OMITTED.

SECTION XIV. TERM.

Pursuant to NMSA 1978, § 3-42-1(B), the franchise granted herein shall take effect at least thirty (30) days after this ordinance is adopted and shall continue in force and effect for a period of ten (10) years thereafter, or until this ordinance shall be terminated for noncompliance by Company with the terms and conditions imposed herein, or with such reasonable restrictions, limitations and regulations as the City Commission may

from time to time impose by ordinance, or until Company shall permit its corporate existence to expire without renewal, whichever of the foregoing shall first occur.

SECTION XV. CONFLICTS BETWEEN MUNICIPAL CODE AND AGREEMENT.

This ordinance hereby incorporates all applicable provisions of the Hobbs Municipal Code. Any conflict between the provisions of this ordinance and the Hobbs Municipal Code, except as otherwise provided in this ordinance, shall be resolved in favor of the provisions of the Code. The City represents that it is unaware of any conflicts between this ordinance and the Hobbs Municipal Code.

SECTION XVI. PUBLICATION COSTS.

This ordinance shall be published as provided by NMSA 1978, § 3-42-1(B) and the cost thereof shall be paid by the Company upon presentation of an invoice for publication and proof of publication by the City as provided by NMSA 1978, § 3-42-1(E).

SECTION XVII. INDEMNIFICATION.

Company, for itself and its agents, employees, subcontractors, and the agents and employees of any subcontractors, shall, at its own expense and throughout the terms of this ordinance, indemnify, defend, and hold harmless the City and any of its elected or appointed officers and employees, from any and all claims, demands, actions, damages, decrees, judgments, attorney fees, costs, and expenses which the City, or such elected or appointed officers or employees, may suffer, or which may be recovered from, or obtainable against the City, or such elected or appointed officers or employees, as a result of, by reason of, or arising out of the installation, use, or maintenance by Company of its electrical distribution system or the exercise by Company of any or all of the rights, privileges, permission, and authority conferred herein, or as a result of any alleged act or omission on the part of Company in performing or failing to perform any of its obligations under this ordinance. Company is not, however, liable and is not required to indemnify or hold harmless the City and any of its elected or appointed officers and employees for any damages caused by the negligence of any agents, servants and/or employees of the City.

SECTION XVIII. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or other portion of this ordinance is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof which other portions shall continue in full force and effect. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the parties and shall thereafter be binding on Company and the City. If the terms of this ordinance are materially altered due to changes in or rulings regarding governing law, then the parties

agree to negotiate in good faith to amend this ordinance so as to restore the original intent of Company and City and preserve the benefits bargained for by each party.

SECTION XIX. NO THIRD PARTY BENEFICIARY.

It is not intended by any of the provisions of this ordinance to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this ordinance. The duties, obligations, and responsibilities of the City with respect to third parties shall remain as imposed by New Mexico law.

SECTION XX. CONSTRUCTION OF AGREEMENT.

The terms and provisions of this ordinance shall not be construed strictly in favor of or against either party, regardless of which party drafted any of its provisions. This ordinance shall be construed in accordance with the fair meaning of its terms.

SECTION XXI. GOVERNING LAW.

This ordinance and the franchise granted herein will be governed by the laws of the State of New Mexico with respect to both their interpretation and performance. Jurisdiction for any dispute arising from this ordinance shall lie with the Fifth Judicial District Court in Lea County, New Mexico.

SECTION XXII. REPEALER.

Once in effect, this ordinance shall repeal Ordinance No. 782 in its entirety.

SECTION XXIII. ACCEPTANCE AND EFFECTIVE DATE.

Barring any objections to this ordinance as contemplated by NMSA 1978, § 3-42-1(C), Company shall have sixty (60) days from and after the passage and approval of this Ordinance to file its written acceptance thereof with the City Clerk, and upon such acceptance being filed, this ordinance shall take effect and be in force from and after the date of its passage and approval by the Mayor, and shall effectuate and make binding the agreement provided by the terms hereof.

[SIGNATURE PAGE FOLLOWS]

PASSED, ADOPTED AND APPROVED this 7th day of March, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Southwestern Public Service Company, for itself, its successors and assigns, hereby accepts the foregoing Ordinance passed, adopted and approved by the City of Hobbs, the _____ day of _____, 20__, and agrees to be bound by all of its terms and provisions.

Southwestern Public Service Company

By: _____
President, TX & NM

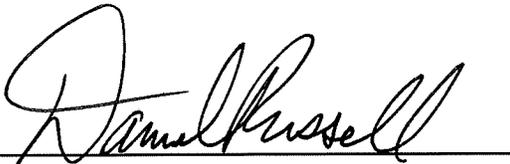
Dated the _____ day of _____, 20__

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

Beginning with the issue dated
February 11, 2022
and ending with the issue dated
February 11, 2022.



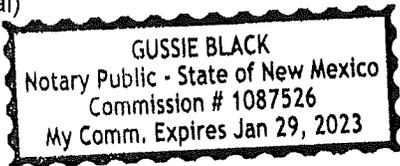
Publisher

Sworn and subscribed to before me this
11th day of February 2022.



Business Manager

My commission expires
January 29, 2023
(Seal)



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

LEGAL

LEGAL

LEGAL

LEGAL NOTICE
February 11, 2022

NOTICE OF ORDINANCE

NOTICE IS HEREBY GIVEN that on the 7th day of March, 2022, at its meeting at 6:00 p.m., in the City Commission Chamber at City Hall, 1st Floor Annex, 200 East Broadway, Hobbs, New Mexico, the governing body of the City of Hobbs proposes to adopt an ordinance granting a franchise privilege to Southwestern Public Service Company d/b/a Xcel Energy to enter upon and use the streets, highways and public grounds of the City for the transmission and distribution of electricity within the City of Hobbs. The title of the ordinance is:

AN ORDINANCE OF THE CITY OF HOBBS, NEW MEXICO, GRANTING TO SOUTHWESTERN PUBLIC SERVICE COMPANY, DBA XCEL ENERGY, A NEW MEXICO CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE LICENSE, WITHIN THE CITY LIMITS OF THE CITY AS THEY NOW EXIST OR AS THEY MAY BE CHANGED FROM TIME TO TIME, FOR A PERIOD OF TEN (10) YEARS TO ERECT, CONSTRUCT, EQUIP, EXTEND, ALTER, MAINTAIN, REPAIR, REPLACE, REMOVE AND OPERATE, ALL WORKS, SYSTEMS, PLANTS, POLES, POLE LINES, DISTRIBUTION LINES, TRANSMISSION LINES, WIRES, GUYS, CABLES, CONDUITS, TRANSFORMERS AND OTHER DISTRIBUTION AND TRANSMISSION INSTRUMENTALITIES, FACILITIES AND APPURTENANCES NECESSARY OR PROPER FOR THE TRANSMISSION AND DISTRIBUTION OF ELECTRICITY INTO, IN, WITHIN, FROM, ACROSS, AND THROUGH THE CITY AND (ii) SUPPLY AND FURNISH TO THE CITY AND ITS INHABITANTS AND TO ANY OTHER PERSON OR PERSONS, FIRMS OR CORPORATIONS, WHETHER LOCATED WITHIN OR WITHOUT THE CITY, ELECTRIC ENERGY FOR LIGHT, POWER, COOLING, HEATING OR FOR EITHER OR ALL OF THESE PURPOSES OR FOR ANY OTHER PURPOSE OR PURPOSES FOR WHICH ELECTRICITY MAY BE USED.

A summary of the ordinance is contained in its title and is further described as follows:

- SECTION I. DEFINITIONS.
- SECTION II. GRANT OF FRANCHISE.
- SECTION III. POWERS AND CONDITIONS
- SECTION IV. GRANT NON-EXCLUSIVE.
- SECTION V. LIMITATIONS ON GRANT OF FRANCHISE.
- SECTION VI. CONSIDERATION FOR GRANTING FRANCHISE.
- SECTION VII. RIGHT-OF-WAY ORDINANCE INCORPORATED.
- SECTION VIII. ANNEXATIONS.
- SECTION IX. STANDARDS OF SERVICE.
- SECTION X. INTERRUPTION OF SERVICE
- SECTION XI. TERMINATION.
- SECTION XII. ASSIGNMENT.
- SECTION XIII. INTENTIONALLY OMITTED.
- SECTION XIV. TERM.
- SECTION XV. CONFLICTS BETWEEN MUNICIPAL CODE AND AGREEMENT.
- SECTION XVI. PUBLICATION COSTS.
- SECTION XVII. INDEMNIFICATION.
- SECTION XVIII. SEVERABILITY.
- SECTION XIX. NO THIRD PARTY BENEFICIARY.
- SECTION XX. CONSTRUCTION OF AGREEMENT.
- SECTION XXI. GOVERNING LAW.
- SECTION XXII. REPEALER.
- SECTION XXIII. ACCEPTANCE AND EFFECTIVE DATE.

A copy of the ordinance is available to interested persons during regular business hours in the Office of the City Clerk, City Hall, 200 East Broadway, Hobbs, New Mexico. The ordinance is also available for viewing online at www.hobbsnm.org.

Due to COVID-19, the meeting is subject to change to a virtual remote meeting if an in-person meeting cannot be held. If any persons desire to submit public comment related to this proposed ordinance, please submit written comments by email to jfletcher@hobbsnm.org by 4:30 p.m. on March 7, 2022.

/s/Jan Fletcher
Jan Fletcher, City Clerk

#37310

67108146

00263667

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



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 7, 2022

SUBJECT: APPROVAL AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY FOR FULFILLING GRANT OBLIGATIONS WITH J.F MADDOX FOUNDATION REGARDING MARKETING AIRLINE SERVICES IN AND OUT OF LEA COUNTY

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: March 1, 2022
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary:

On January 3, 2022, the City of Hobbs received grant number 2006531 from the J.F Maddox Foundation in the amount of \$50,000.00 to provide funding support for marketing expenses related to air service in and out of Lea County, New Mexico. Prior to that, on July 19, 2021, the City of Hobbs entered into a professional services agreement with the Economic Development Corporation of Lea County ("EDC of Lea County") which included, among other services, marketing of airline services to and from Hobbs, New Mexico utilizing approved Lodger's Tax appropriations. The EDC of Lea County has thus exhibited the requisite knowledge, experience, and relationships to effectively market airline services in and out of Lea County. Therefore, the EDC of Lea County is best situated to assist the City of Hobbs with fulfilling its obligation under grant number 2006531, as well as the reporting requirements set forth therein. Under the terms of the professional services agreement, the EDC of Lea County will make an effort to utilize the funds allocated on marketing commercial air service to and from Lea County, New Mexico and Denver, Colorado.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The professional services agreement is for \$50,000.00 inclusive of NMGRT for fiscal year 2022. Adequate funds are budgeted in line item 010100-42601 wherein the grant proceeds will be separately held.

Attachments:

Professional Services Agreement; Grant Contract #2006531

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

The Commission should consider approval of the Professional Services Agreement.

Table with 2 columns: Approval signatures (Department Director, City Manager) and City Clerk's Use Only (Commission Action Taken) with fields for Resolution No., Ordinance No., Approved, Other, Continued To, Referred To, Denied, File No.



PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the 22 day of February, 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 Economic Development Corporation of Lea County, Inc., an independent contractor with a business address of 200 E. Broadway, Hobbs, NM 88240 (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 market commercial air service to and from Lea County, New Mexico. Contractor shall make an effort to utilize the funds allocated under this Agreement on marketing commercial air service to and from Lea County, New Mexico and Denver, Colorado. Contractor shall also submit a final written report to the City (to be remitted to the J.F Maddox Foundation) on the strategy and outcomes of the air service marketing including, but not limited to, expected and actual results (e.g., percentage of increase in air service ticket sales), as well as actual air service ticket sales by month January - May 2022, no later than June 30, 2022, in a form reasonably satisfactory to the City ("deliverables"). Said report shall comply with the requirements of Exhibit B of Grant #2006531, attached hereto and incorporated herein. Contractor shall also account for all expenditures under this contract separate from any expenditures under Contractor's current contract with the City that was approved on July 19, 2021.

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 \$ 50,000.00 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 \$ 50,000.00. 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 200 E. Broadway, Hobbs, NM 88240 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:

Account No.: _____

Finance Director:

Finance Director

City Attorney "as to form" Approval:

City Attorney

Contractor Approval:

Contractor Signature

City Manager Approval:

City Manager

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

City Clerk

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

Mayor



January 13, 2022

Manny Gomez, City Manager
City of Hobbs
200 E Broadway
Hobbs, NM 88240-8302

Dear Manny:

On behalf of the Board of Directors of the J. F Maddox Foundation, I am pleased to inform you that a Grant in the amount of \$50,000 has been approved. This Grant is to provide funding support for marketing expenses related to air service in and out of Lea County, New Mexico.

Enclosed you will find two original Grant Contracts to be executed, one of which is to be returned to the Foundation office. The other original is for your files. Funds will be disbursed when an executed copy of the Contract has been returned to the Foundation.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ray Caraway".

Ray Caraway
Chief Executive Officer

RC:sa

Enclosures (2)

cc: Sam Cobb



GRANT CONTRACT

APPROVAL DATE: January 3, 2022
GRANT NUMBER: 2006531
AMOUNT: \$50,000

GRANTOR: J. F Maddox Foundation, a New Mexico Nonprofit Corporation (Foundation)
GRANTEE: City of Hobbs (Grantee)

1. This fixed Grant of \$50,000 is to provide funding support for marketing expenses related to air service in and out of Lea County, New Mexico (Air Service Marketing).
2. Grantee agrees to the following terms:
 - A. Funds from this Grant will be disbursed to Grantee upon receipt by Foundation of the executed Grant Contract.
 - B. Although the Grant funds are not required to be physically segregated in a separate account, Grantee agrees to account for such funds separately on Grantee's books and records for ease of reference and verification.
3. The representations, warranties, requirements, terms and conditions set forth in Exhibit A are incorporated by reference and made a part of this Contract. Grantee understands that any breach of any provision of this Contract, including the provisions contained in Exhibit A, may result in termination of the Grant, the suspension of Grant payments, and/or an obligation to return Grant funds to the Foundation.
4. Reporting Requirements (Exhibit B):
 - A. Grantee agrees to submit a final written report to the Foundation on the strategy and outcomes of the Air Service Marketing including, but not limited to, expected and actual results (e.g., percentage of increase in air service ticket sales), as well as actual air service ticket sales by month January – May 2022, no later than June 30, 2022, in a form reasonably satisfactory to the Foundation.
5. The signature on this document, of the person authorized to execute legal agreements on behalf of Grantee, will serve as certification that the authorized signatory has read and understands the requirements, terms, and conditions of this Grant Contract.

J. F MADDOX FOUNDATION
By: Ray Caraway
Ray Caraway
Chief Executive Officer

CITY OF HOBBS
By: Manuel Gomez
Manuel Gomez
City Manager

1-20-2022
Date

Exhibit A

Requirements, Terms, and Conditions of Grant Contract

1. Grantee agrees that the Grant funds will only be expended for the purpose(s) as defined in Paragraph 1 above of this Grant Contract, and that any earnings accruing from these Grant funds prior to expenditure by Grantee shall also be used for such purpose(s), and that any funds not so used will be returned to the Foundation.
2. MRC
20 Grantee represents and warrants that it is an organization currently recognized by the Internal Revenue Service (IRS) as a tax-exempt organization ~~under Section 501(c)(3) of the Internal Revenue Code (Code)~~ that it is not (i) a private foundation under Section 509 of the Code or (ii) a "supporting organization" described in Section 509(a)(3) of the Code; or in the absence of such determination, that Grantee is a tax-exempt state or political subdivision described in Section 170(c)(1) of the Code. Furthermore, Grantee attests that the Grant will not jeopardize Grantee's status as not a private foundation under Section 509 of the Code.
3. Grantee agrees to immediately notify the Foundation, in writing, if (i) Grantee's federal tax-exempt status or its classification under Section 509 of the Code is revoked or altered; (ii) Grantee has received notice from the IRS or otherwise has reasonable grounds to believe that its tax-exempt status or its classification under Section 509 of the Code may be revoked or altered; or (iii) Grantee has reason to believe that these Grant monies cannot be, or continue to be, expended for the specified purpose(s). In the event that Grantee's tax-exempt status is lost or is challenged by the IRS or if the Grant funds cannot be expended for the specified purpose, the Foundation reserves the right in its absolute discretion to terminate the Grant, in which event Grantee agrees to immediately return to the Foundation any remaining unexpended Grant monies plus any portion of the expended Grant funds not actually spent for the purpose(s) of the Grant.
4. For New Mexico corporations, Grantee represents and warrants that it is an organization in good standing with the New Mexico Secretary of State (NMSOS). Grantee agrees to immediately notify the Foundation, in writing, if Grantee's good standing with the NMSOS is revoked or altered.
5. The Foundation assumes no responsibility for any injuries, damages, or liabilities (including, but not limited to, attorney fees and costs) directly or indirectly resulting or arising from the project funded by this Grant. By accepting this Grant, Grantee agrees to indemnify and hold harmless the Foundation and each of its directors, officers, employees, representatives, and agents from and against any and all claims, liabilities, losses, and expenses resulting or arising from or in connection with this Grant.
6. Grantee will maintain adequate financial records related to the expenditure of Grant funds. Grantee will keep grant-related receipts and records of expenditures for at least four years. Grantee will make such records and receipts available upon request to the Foundation or its representatives for inspection at reasonable times and will allow the Foundation to make copies thereof.
7. Grantee agrees that there will be no commission or other similar compensation related to this Grant paid by Grantee to any employee, officer, or agent of Grantee.
8. Grantee agrees that no part of the funds received from this Grant will be used to carry on propaganda, support or oppose specific legislation, participate or intervene in any political campaign

on behalf of or in opposition to any candidate for public office, influence the outcome of any public election, or participate in any voter registration drive.

9. Grantee will furnish to Foundation such additional information or reports concerning the Grant funds, the Grantee, or the project being funded as the Foundation may from time to time reasonably request. This Grant is subject to audit by the Foundation at the Foundation's expense. This Grant is also subject to monitoring and evaluation by Foundation staff and/or outside consultants at the Foundation's expense.
10. The foregoing terms and conditions are to comply with the obligations of the Foundation to make reasonable efforts and establish adequate procedures to ensure that its grant funds are spent for the charitable purposes for which granted. Changes in the applicable law, or in regulations interpreting the law, may require the Foundation to request changes or additions to such terms and conditions. The Foundation will promptly inform Grantee in such event and the parties agree to cooperate in a good faith effort to make any such changes or additions that may be required under applicable law.
11. Grantee shall not assign this Grant Contract or any payment due or to become due under this Grant Contract without the prior, express, and written consent of the Foundation.
12. Neither this Grant Contract, the Grant nor any action by the Foundation pursuant to this Grant Contract shall make the Foundation liable to Grantee or to any other party as a joint venturer, partner, or other participant with respect to the activities of Grantee funded by the Grant. No parties other than Grantee and Foundation shall have any rights, claims, or causes of action pursuant to this Grant Contract or the Grant.
13. Grantee agrees that the Foundation has no contractual obligation to or with any service provider engaged by Grantee for the purposes of this Grant.
14. If any provision of this Grant Contract is judicially determined to be void or unenforceable, such provision shall be construed to be severable from the other provisions hereof, which shall retain full force and effect.
15. This Grant Contract shall be construed in accordance with and governed by the laws of the State of New Mexico. Should a dispute arise as to the contents or construction of the Grant Contract, the parties agree to submit to the jurisdiction and venue of the District Court of Lea County, New Mexico.
16. This Grant is conditional upon Grantee's acceptance of all of the terms and conditions set forth in this Grant Contract. Upon receipt of an original signed and dated Grant Contract, the Foundation will make payment subject to the terms stated herein.

MRF
Initial

Exhibit B

Deliverables

June 30, 2022

A final written report to the Foundation on the strategy and outcomes of the Air Service Marketing including, but not limited to, expected and actual results (e.g., percentage of increase in air service ticket sales), as well as actual air service ticket sales by month January – May 2022, no later than June 30, 2022, in a form reasonably satisfactory to the Foundation



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 7, 2022

SUBJECT: PUBLICATION OF AN ORDINANCE AMENDING CHAPTER 2.56 OF THE HOBBS MUNICIPAL CODE RELATED TO THE PERSONNEL RULES FOR THE CITY OF HOBBS

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: March 1, 2022
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary: The City of Hobbs adopted its personnel rules in 2003 via Ordinance No. 916. Later, Article 1, Article 4, Article 7, and Article 8 of the personnel rules were amended in part via Ordinance No. 1058 on January 7, 2013. The proposed ordinance amends Chapter 2.56 of the Hobbs Municipal Code related to personnel rules for City of Hobbs employees. The proposed changes seek to ensure that the City of Hobbs personnel rules are concise and up-to-date and account for cultural shifts, updates in the law, and philosophical changes in the organization. Notable changes include:

- Amending Article 1 to provide clearer definitions related to personnel matters and to account for employee accommodations and whistleblower protections;
- Amending Article 2 to provide for clearer "reclassification" guidelines;
- Amending Article 3 to provided for clearer "compensation" information consistent with current practices;
- Amending Article 4 overtime provisions consistently with the Fair Labor Standards Act;
- Amending Article 5 regarding the recruitment and application process;
- Amending Article 6 regarding changes in employment status of employees including discipline;
- Amending Article 7 regarding discipline action, disciplinary grounds, and just cause
- Amending Article 8 regarding leaves and benefits adding the holiday of Juneteenth, June 19th as a paid holiday and removing irrelevant paid time off language, clarifying FMLA leave, Worker's Comp leave, Administrative Leave, Bereavement Leave, and Military Leave
- Amending Article 9 regarding employee conduct including work place violence, conflicts of interest, drug and alcohol use, and workplace safety;
- Amending Article 10 regarding grievances to better define the grievance purpose and process;
- Adding Article 11 repealing all prior versions of the personnel rules.

Pursuant to NMSA 1978, § 3-17-3, publication of this proposed ordinance is required at least two weeks prior to consideration for final adoption by the City Commission.

Fiscal Impact:

Reviewed By: 
Finance Department

There is no direct fiscal impact for this ordinance. Any benefit changes associated with the proposed changes will be calculated in the City's annual budgeting process.

Attachments:

Proposed Ordinance

Legal Review:

Approved As To Form: 
City Attorney

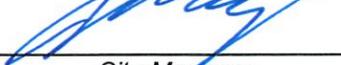
Recommendation:

The Commission should consider publication of this Ordinance.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2.56 OF THE HOBBS MUNICIPAL CODE
RELATED TO THE PERSONNEL RULES FOR THE CITY OF HOBBS

WHEREAS, in 1991, records show that the City of Hobbs adopted official personnel rules, via resolution, which governed the employee and employer relationship with the City of Hobbs employees; and

WHEREAS, in 2003, the City of Hobbs codified its personnel rules in Articles 1 through 10 in Chapter 2.56 of the Hobbs Municipal Code via Ordinance No. 916; and

WHEREAS, on January 7, 2013, the City of Hobbs amended Chapter 2.56 to make changes to Article I (definitions), Article II (computation of overtime), Article VII (grounds for employee discipline), and Article VIII (benefits and leave); and

WHEREAS, ensuring that the City of Hobbs personnel rules are concise and up-to-date and account for cultural shifts, updates in the law, and philosophical changes in the organization provides a tremendous benefit to the City's employees and management alike and greatly contributes to the overall well-being of all City of Hobbs employees; and

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Chapter 2.56, is hereby amended as more specifically described as follows:

Chapter 2.56 - Personnel Rules

Article 1 - General Provisions

2.56.010 - Title and scope.

This chapter shall constitute and be referred to as the official personnel rules of the City. This chapter shall apply to all employees and appointed officials of the City.

(Ord. 916 (part), 2003)

2.56.020 - Personnel manual—Adopted—Personnel merit system adopted.

By and under the authority of Section 3-13-4, New Mexico Statutes, 1978 Compilation, ~~there is adopted by reference the Hobbs, New Mexico, the City of Hobbs hereby adopts these~~ Personnel Rules ~~dated November 3, 2003,~~ for the purpose of establishing a merit system for the hiring, promotion, discharge, and general regulation of employees of the City.

All employees of the City shall be hired, promoted, discharged, and compensated on the basis of merit and without regard to ~~race, color, religion, sex, pregnancy, ancestry, sexual orientation and gender identity or expression, spousal affiliation, national origin, age, physical or mental handicap or disability, serious medical condition, genetic information, status as a military veteran, or any other legally protected characteristic race, creed, color, ancestry, national origin, religious or political affiliation, age, sex, sexual orientation, physical, or mental disability, or serious medical condition~~ in compliance with State or Federal law.

(Ord. 916 (part), 2003)

2.56.030 - Definitions.

The definitions in this section shall be used for descriptive purposes. If any conflict occurs between these definitions and the rule or regulation to which the definitions apply, the latter shall take precedence. The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Acting appointment" means temporary assignment of an employee to a different classification in accordance with this chapter.

"Acting City Manager" means the person appointed from time to time by the City Manager, or by the City Commission when the City Manager position is vacated without a permanent replacement, who shall serve temporarily as City Manager when the ~~short-term~~short-term

absence or incapacity of the City Manager requires. The acting City Manager shall have all the duties, authority, and responsibilities of the City Manager during ~~his or her~~ a temporary tenure.

"Anniversary date" means the annual anniversary of the ~~time-date~~ when an employee first became a regular employee and ~~received~~ became eligible for leave, pension, and other benefits. Also known as a "Permanent Date".

"Appeal" means a written, formal complaint by a non-probationary employee based on a disciplinary action taken by management resulting in the employee's suspension, demotion, or ~~dismissal~~ involuntary termination for cause.

"Appointment" means formal authorization of the hiring of an individual.

"At-will employee" means an employee who ~~serves is employed at the pleasure of the City Manager in a position that has been deemed to be on an at-will basis~~ subject to the discretion of the employer and the employee and either or both the employer and the employee may terminate employment at any time, for any reason, or for no reason, with or without prior notice. ~~-At-will employees and~~ shall not be entitled to rights of grievance and appeal. These employees include department heads, employees that have executed employment agreements, probationary employees, and temporary/seasonal employees.

"Benefits" means leave, insurance, pension, and other remuneration to employees, in addition to salary paid for services rendered.

"Calendar days" means consecutive calendar days.

"Calendar year" means January 1st through December 31st.

"Callback" means unscheduled work required of an employee that requires the employee to return to the work site after leaving the work site at the end of the regular working day.

"Cause" means motive or reason for discipline of ~~regular~~ employees.

"City Charter" means the governing document approved through an election.

"City Manager" is an at-will, exempt employee who is appointed by the City Commission who shall receive all leave and benefits as documented in a signed contract and shall not be entitled to rights of grievance and appeal.

"Class" means one (1) or more positions so nearly alike in the essential character of their duties and responsibilities that the same pay grade, title, and qualification requirements can be applied.

"Classification" means analysis based on comparative duties, responsibilities, and qualifications by which appropriate classes are determined.

"Demotion" means the removal of an employee from a position of one (1) class to a position of another class with a lower maximum pay rate.

"Department head" means administrative personnel, as defined by resolution, reporting directly to the City Manager. Department heads ~~serve at the pleasure of the City Manager~~ are at-will and shall not be entitled to rights of grievance and appeal. Division heads and other ~~high-level~~ high-level supervisors or administrative personnel may, from time to time and except as otherwise provided by this chapter, be designated to act on behalf of a department head.

"Discipline" means action taken with regard to an employee, including reprimand, suspension, demotion, or ~~dismissal~~ involuntary termination.

~~"Dismissal" means the involuntary separation of an employee from employment by the City Manager.~~

"Employee" means an authorized and appointed incumbent of a position in the municipal service.

"Exempt Employee" means an employee that is exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) because he or she they are is classified as an executive, professional, administrative or outside sales employee, and meets specific criteria for the exemption.

"Grievance" means a written, formal complaint by an eligible employee.

"Human Resource Director" means the administrative person who has supervisory and administrative responsibility for the personnel management function of the City.

"Incumbent" means the current occupant of a position in the municipal service.

"Job title" means the designation which becomes the official title allocated to that position for all personnel purposes.

"Job vacancy" means a position which is not occupied.

"Layoff" means the separation of an employee which occurs when a regular position has been abolished because of material changes in duties, or shortage or stoppage of work or funds, or other reasons in the best interest of the City.

"Leave" means an authorized absence from regularly scheduled work hours.

"Non-exempt employee" means an employee that is not exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) and is therefore entitled to overtime pay for all hours worked beyond forty (40) in a workweek for general employees and all hours worked beyond the designated "work period" under Section 7(k) of the FLSA for employees engaged in fire protection and law enforcement.

"Non-regular employee" means a probationary employee who shall not be entitled to rights of grievance and appeal or an employee appointed to a position ~~who is which is~~ not eligible to receive leave and benefits, except those required by law, and who is not entitled to rights of grievance and appeal.

"Overtime" means time a non-exempt employee is directed and authorized to work in excess of the standard workweek as defined in 2.56.400 – Hours of Work, or for certified police and fire personnel, the standard work period.

"Part-time employee" means an employee who works less than forty (40) hours per week.

"Pay or compensation plan" means the aggregate of pay rates assigned to each class of positions in the classified plan.

"Pay range" means those points between and including the minimum and maximum rates of pay established for a class by the classification and pay-compensation plan.

"Payroll calendar year" means that period of time encompassing the first day of the pay period represented by the first payday in a calendar year through the last day of the pay period represented by the last payday in the same calendar year.

"Performance review" means a documented~~written~~ evaluation of the job performance of an employee by a supervisor.

"Performance review date" means the scheduled time when employee performance shall next be assessed pursuant to the City Pay-Compensation Plan. ~~Personnel Director" means the administrative person who has supervisory and administrative responsibility for the personnel management function of the C~~

"Position" means the aggregate of duties and responsibilities performed by one (1) person. A position may be regular, part-time, temporary, or acting and may be occupied or vacant.

"Position description" means a written statement of the characteristic duties, responsibilities, and qualification requirements that distinguish a given position from other positions.

"Prevailing market rate" means the level of pay for a given class within a given labor market area.

"Probationary period" means a trial period during which the employee is employed at-will serves at the will of the City Manager and may be terminated at any time, for any reason, or for no reason, with or without prior notice~~without cause~~. Probationary employees shall not be entitled to rights of grievance and appeal. Please see 2.56.550 - Probationary period.

"Promotion" means the change of an employee from a position of one (1) class to a ~~higher~~ higher-level position with a higher maximum pay rate.

"Reclassification" means the process of analysis by which an established position is reviewed to determine whether the duties and responsibilities of that position have materially changed.

"Regular employee" means an employee who has been appointed to a regular position in accordance with this chapter, who shall receive all leave and benefits in proportion to hours worked and who shall be entitled to rights of grievance and appeal except during the probationary period. A regular employee may be full-time or part-time.

"Regular position" means a full-time or part-time position that has been designated in the annual budget to receive all leave and benefits in proportion to hours worked.

"Reprimand" means a censure of an employee by a supervisor.

"Resignation" means the voluntary termination of an employee from the municipal service.

"Retirement" means the voluntary termination of an employee due to the employee's eligibility for immediate retirement under the applicable State retirement plan, consistent with all applicable laws.

"Seasonal employee" means an at-will employee who has been appointed to a seasonal position created to last no more than nine (9) consecutive months who is not eligible to receive leave and benefits, except those required by law, and who is not entitled to rights of grievance and appeal. A seasonal employee may be full-time or part-time.

"Selection techniques" means methods by which the suitability of job applicants are compared in order to determine whether to appoint any of them and, if so, which applicant to appoint.

"Shift employee" means an employee who, upon employment, may be required to work holidays and weekends.

"Supervisor" means an employee who has been given the authority in the interest of the employer to assign, direct, or reprimand subordinate employees, or effectively recommend such action. Supervisory personnel also have the power to recommend formal disciplinary actions and evaluate performance.

"Suspension" means an absence without pay imposed on an employee for disciplinary reasons by a department head.

"Temporary employee" means an employee who has been appointed to a temporary position in accordance with this chapter, who is not eligible to receive leave and benefits, except those required by law, and who is not entitled to rights of grievance and appeal. A temporary employee may be full-time or part-time.

"Temporary position" means an at-will full-time or part-time position created to last no more than nine (9) consecutive months and has not been designated in the annual budget to receive

leave and benefits, except those required by law, and who is not entitled to rights of grievance or appeal. A temporary employee may be full-time or part-time.

"Termination" means the voluntary or involuntary end of employment of an individual employee.

"Transfer" means the appointment or assignment of an employee to a new position either (i) within the same classification or (ii) within a new classification still within the municipal service.

"Workers' compensation" means the program established to provide benefits to employees injured on the job.

~~(Ord. 916 (part), 2003)~~

~~(Ord. No. 1058, 1-7-2013.)~~

2.56.040 - Applicability—Administration and implementation.

This chapter shall be applicable to all employees to the extent of and according to this chapter, except as otherwise provided by ordinance. Responsibility and authority for the implementation and administration of this chapter is vested in the City Manager, notwithstanding any other section of this chapter.

~~Wherever the male gender is used in this section, it shall be construed to include male and female employees. Wherever the masculine gender is used in this section, in defining the qualifications for specific entitlements or conditions of employment, it shall be construed to include the feminine.~~

~~(Ord. 916 (part), 2003)~~

2.56.050 - City Manager—Authority and responsibility.

Subject to applicable State law, charter provisions, ordinances, and resolutions for regulations and policies of the City Commission, the City Manager has and retains all rights to administer the affairs of the City, either personally or through ~~his or her~~ subordinates. For the purpose of this chapter, these rights include but are not limited to the right to:

- A. Hire, promote, reclassify, transfer, assign, lay off, and recall employees to work;
- B. Reprimand, suspend, demote, ~~discharge~~ terminate, or otherwise discipline employees;
- C. Judge the employee's skill, ability and efficiency, and general performance;
- D. Determine the starting and quitting times and the number of hours to be worked;
- E. Determine the assignment of work and the size and composition of the work force;
- F. Revise, eliminate, combine, or establish new jobs and classifications;

- G. Establish, close down, or expand the operation of any facility, department, or division and reduce, increase, alter, reorganize, combine, transfer, or cease any department's operation, equipment, or service;
- H. Subcontract and determine the services to be rendered, bought, or sold;
- I. Introduce technological changes; new, improved, or modified services, methods, techniques and equipment; and otherwise generally manage the operation and direct the work force.

~~(Ord. 916 (part), 2003)~~

2.56.060 - Amendment.

Amendments to this chapter may be proposed by the City Manager to the City Commission as required. All amendments shall be adopted by ordinance and shall become effective upon adoption by the City Commission or on such date as the City Commission designates.

~~(Ord. 916 (part), 2003)~~

2.56.070 - Administrative procedures and regulations.

The City Manager, at any time deemed ~~by him or her~~ to be necessary or proper for the purpose of enforcement or implementation, may ~~him or herself or may~~ by ~~his or her~~ authorization and through ~~his or her~~ designee adopt, amend, or rescind written administrative procedures or regulations consistent with this chapter. Such procedures or regulations shall be effective on the dates specified by the City Manager and shall be placed on record in the ~~personnel office~~ human resource department, together with this chapter, to be open to public inspection during normal working hours. These administrative regulations shall also be distributed to management personnel and employees in all departments in a manner dictated by the Human Resource Director that allows for effective dissemination and shall be posted on bulletin boards, for a minimum of thirty (30) days.

~~(Ord. 916 (part), 2003)~~

2.56.080 - Equal employment opportunity.

It has been and will continue to be a fundamental policy of the City not to unfairly discriminate against individuals on the basis of race, color, religion, sex, pregnancy, ancestry, sexual orientation, and gender identity or expression, spousal affiliation, national origin, age, physical or mental handicap or disability, serious medical condition, genetic information, ~~or~~ status as a military veteran, or any other legally protected characteristic with respect to recruitment, hiring, discipline, training, and promotion, working conditions, wages and salary, employee benefits, and the application of policies. ~~Further, it is the policy of the City to comply with the concepts and practices of affirmative action.~~ This policy shall not be used as a basis for excluding or

separating individuals of a particular characteristic as identified in this section from participating in business or work-related social activities or discussions to avoid allegations of harassment.

- A. Effective implementation and continuing administration of this policy will be the direct responsibility of the City Manager or the City Manager's designee. The City Manager or designee ~~serves as affirmative action administrator with~~ has the responsibility ~~responsibilities to maintain and implement the affirmative action plan and~~ to ensure that the coordination, direction, and review of equal employment opportunity policies, practices, and programs is accomplished. Questions or concerns about this policy should be directed to the Human Resource Director.
- B. All supervisory personnel ~~should shall make special efforts to~~ ensure that all employees reporting to them understand and effectively implement the policy. Further, supervisory personnel shall promptly report any alleged harassment or discriminatory treatment they become aware of to the City Manager or Human Resource Director.
- C. The City does not condone and will not tolerate the discrimination, harassment, or bullying of any employee. In addition, it is a violation of City policy for any employee to engage ~~in sexual or any other form of employee harassment in any form of harassment, discrimination, or bullying.~~ Complaints of harassment of any type, including sexual harassment, should be brought to the attention of the City Manager or the ~~Personnel Director~~ Human Resource Director.
- D. Harassment is verbal, written, or physical conduct that denigrates or shows hostility or aversion toward an individual because of a legally protected characteristic, or that of their relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile, or offensive work environment, (ii) has the purpose or effect of unreasonably interfering with an individual's work performance, or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on City time, or using City equipment by e-mail, phone, text messages, social networking sites, or other means.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment can be physical and psychological in nature. An aggregation of incidents can constitute sexual harassment even if one of the incidents considered on its own would not be harassing.

- E. If an employee feels that they have been subjected to harassment, they may immediately inform the harasser that the conduct is unwelcome and needs to stop. If the inappropriate conduct does not cease, or if the employee is unable to or uncomfortable with addressing the

alleged harasser directly, they should report the incident to the Human Resource Director or City Manager. ____

- F. Bullying is defined as repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes threatening, humiliating or intimidating behaviors, work interference/sabotage that prevents work from getting done, or verbal abuse. Bullying can be behavior that is verbal, physical, gesture, or exclusion.
- G. ~~Further, all~~ All complaints of discriminatory treatment, harassment, bullying, or retaliation in violation of this policy should be brought to the attention of the City Manager or the ~~Personnel~~ Human Resource Director.
- H. Complaints of harassment, ~~or~~ discriminatory treatment, bullying, or retaliation should be brought forward as promptly as reasonably possible after the alleged harassment, ~~or~~ discriminatory treatment, bullying, or retaliation occurs. A prompt, thorough, and impartial investigation will be conducted in as confidential manner as possible. The City will protect the confidentiality of employees who report or participate in the investigation of alleged harassment, discriminatory treatment, bullying, or retaliation to the greatest possible extent consistent with adequate investigation and appropriate corrective action.
- I. Any person reporting harassment, ~~or~~ discriminatory treatment, bullying, or retaliation or participating in an investigation of harassment, ~~or~~ discriminatory treatment, or bullying shall not be subject to retaliatory action.
- J. Employees who report alleged harassment, discriminatory treatment, bullying, or retaliation will be notified of the status of their complaint, the results of the investigation, and any corrective or preventative action taken. ~~Corrective or preventative action resulting from the reporting of alleged harassment, discriminatory treatment, bullying, or retaliation will be implemented promptly.~~
- K. It is the responsibility of each and every employee of the City to give this policy of equal employment opportunity real meaning and full support.
- ~~K.~~ L. Violations of the equal employment policy including any acts of harassment, discrimination, bullying, or retaliation are subject to progressive discipline, up to and including involuntary termination of employment. False and malicious complaints of harassment, discrimination, bullying, or retaliation (as opposed to complaints that, even if erroneous, are made in good faith) may be the subject of appropriate disciplinary action.

(Ord. 916 (part), 2003)

2.56.090 – Reasonable Accommodation.

Reasonable accommodations will be provided to qualified applicants and employees known physical or mental disability, medical, or religious reasons as required by federal or state law unless doing so poses and undue hardship on the City.- Requests for reasonable accommodation should be addressed to the Human Resource Director.

2.56.100 – Whistleblower.

The City requires employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees of the City, employees must practice honesty and integrity in fulfilling their duties and responsibilities and comply with all applicable laws and regulations.—. This Whistleblower Policy is intended to encourage and enable employees to raise serious concerns internally so that the City can address and correct inappropriate conduct and actions. A whistleblower, as defined by this policy, is an employee of the City who reports an activity that they consider to be illegal or dishonest. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; an appropriate designee of the City Manager is charged with this responsibility.—. Examples of illegal or dishonest activities include, but are not limited to, violations of federal, state, or local laws; billing for services not performed or for goods not delivered; safety policy violations; and other fraudulent financial reporting.

- A. Effective implementation and continuing administration of this policy will be the direct responsibility of the City Manager or the City Manager's designee. Questions or concerns about this policy should be directed to the Human Resource Director or City Attorney.
- B. Employees who have knowledge of or a concern of illegal or dishonest fraudulent activity should contact their immediate supervisor, the Human Resource Director, or the City Attorney. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline, up to and including involuntary termination.
- C. All supervisory personnel shall ~~hould make special efforts to~~ ensure that all employees reporting to them understand the policy. Further, supervisory personnel shall promptly report any allegations of illegal or dishonest behavior brought to their attention to the Human Resource Director or City Attorney.
- D. Reports of illegal or dishonest fraudulent activity should be brought forward as promptly as reasonably possible. A prompt, thorough, and impartial investigation will be conducted in as confidential manner as possible. The City will protect the confidentiality of employees who report or participate in the investigation to the greatest possible extent consistent with adequate investigation and appropriate corrective action.
- E. It is a violation of this policy to retaliate, or for a supervisor to allow retaliation, against an employee who in good faith reports an ethics violation or a suspected violation of law.—. In addition, any employee participating in an investigation of illegal or dishonest fraudulent activity shall not be subject to retaliatory action.
- F. Violations of the whistleblower policy are subject to progressive discipline, up to and including involuntary termination of employment.—.

Article 2 - Classification

2.56.200 - Identification—Consistency in pay ranges—Approval of plan.

Each position within the City shall be classified and shall be identified by a class specification and class title. ~~A, and all~~ positions within a classification shall be subject to the same pay range through the annual budget process.

~~(Ord. 916 (part), 2003)~~

2.56.210 - New positions—Classification required before filling.

No person shall be employed by the City to fill a position with any classification or pay range not included in the classification plan.

~~(Ord. 916 (part), 2003)~~

2.56.220 - Maintenance of plan.

The City Manager shall periodically instruct the ~~Personnel~~ Human Resource Director to review the duties and responsibilities of positions within the City.

~~(Ord. 916 (part), 2003)~~

2.56.230 - Reclassification.

~~Reclassification shall be conducted according to the procedures set forth in administrative regulation. Reclassification of a position may be requested to recognize a significant change in the duties and responsibilities of a position. Reclassification shall not be used as a method of awarding an employee a salary increase or rewarding high performance. A position being reclassified does not in itself require a salary increase of the current incumbent if the incumbent is still within the position's pay after reclassification.~~

Reclassification requests will be submitted along with a job analysis, the job description, a letter justifying the reclassification request, and organizational chart by the Department Head to the Human Resource Director for evaluation.

After completion of a job audit by the human resource department, the Human Resource Director will present reclassification requests received from the Department Head to the City Manager.

The City Manager will determine if a reclassification may be justified and may direct the human resource department to analyze the position and make a classification recommendation.

Although there may be various instances when a position is reclassified, such as during reorganization or when directed by the City Manager, the customary time for submitting a reclassification request is during budget adjustments or prior to the annual budget preparation—.
The ideal time for reclassification is when the position is vacant.

Compensation and review considerations are addressed in 2.56.360 – Reclassification.

~~(Ord. 916 (part), 2003)~~

Article 3 – Pay Compensation

2.56.300 - Pay Compensation plan review—Recommendation.

The City Manager may periodically instruct the ~~Human Resource Personnel~~ Director to review and propose a compensation plan which considers both salary and benefit levels; for job classifications within the classification plan. The pay-compensation plan shall be recommended by the City Manager to the City Commission.

~~(Ord. 916 (part), 2003)~~

2.56.310 - Employees paid according to classification and pay compensation plans—City Manager's authority.

All employees shall be paid in accordance with the approved pay-compensation and classification plans. The City Manager shall have the final authority with respect to the assignment or change in assignment to rates within the approved pay-compensation and classification plans.

~~(Ord. 916 (part), 2003)~~

2.56.320 - Rate at appointment—Increases.

Upon original appointment, all persons employed by the City shall be paid at the minimum rate for the classification. However, the City Manager may authorize original appointments at higher than the minimum rate within the designated pay range if the employee demonstrates exceptional experience, education, or and-training beyond the minimum qualifications in the job description, or to accommodate market conditions. A memo documenting the justification for appointments at higher than the minimum rate shall be submitted to the Human Resource Director and City Manager for review.

The Human Resource Director shall be responsible for reviewing all proposed appointment pay rates for (i) equity within the appointee's classification and (ii) equity in relation to incumbents

in classifications that may be training or serving in a leadership capacity to the appointee--. If a potential internal equity issue exists, the Human Resource Director has the authority to establish a maximum appointment rate regardless of experience, education, or training of the appointee.

If hired at higher than the minimum rate, such employee shall be eligible for salary increases in accordance with the approved pay-compensation plan--.

(Ord. 916 (part), 2003)

2.56.330 - Raises-Rate Increases upon promotion.

An employee ~~shall~~may, upon promotion, receive an increase in pay consistent with the approved pay-compensation plan. The performance review date will not change as a result of the promotion.

(Ord. 916 (part), 2003)

2.56.340 - Rate Decreases upon Demotion.

When an employee is demoted for disciplinary reasons to a position having a lower classification level, the employee shall receive a salary decrease. The decrease shall be within the pay range of the ~~lower-level~~lower-level position. If an employee receives a demotion for non-disciplinary reasons, the rate of pay may equal the rate of pay received prior to the demotion, provided the rate of pay is in the pay range of the ~~lower-level~~lower-level position. The performance review date will not change as a result of the demotion.

(Ord. 916 (part), 2003)

2.56.350 - Transfer.

When an employee is transferred within the same pay grade, the rate of pay shall remain the same. The performance review date will not change as a result of the transfer. If the transfer is from a seasonal or temporary position to a regular permanent position, a new permanent hire date and performance review date will be established.

(Ord. 916 (part), 2003)

2.56.360 - Reclassification.

The process of reclassification is addressed in 2.56.230 - Reclassification.

- A. If~~When~~ an employee's position is reclassified to a ~~higher level~~higher-level classification or when a classification is assigned to a higher salary range, no reduction in the base pay rate will result. The employee shall receive at least the minimum rate of pay in the new range or a rate of pay higher than the minimum rate of pay within the designated range based upon the recommendations of the ~~Personnel~~Human Resource Director and the approval of the City

Manager. A position being reclassified to a higher-level does not in itself require a salary increase if the employee is already within the position's salary range after reclassification.

B. When an employee's position is reclassified to a ~~lower-level~~lower-level classification or when a classification is assigned to a lower salary range, the affected employee shall be permitted to continue at ~~his or her~~the present rate of pay. The employee shall not be eligible for salary increases until the salary range encompasses the incumbent's pay rate.

—An employee's performance review date does not change as a result of a reclassification.

(Ord. 916 (part), 2003)

2.56.370 — Distribution of Pay upon Termination.

If an employee is involuntarily terminated~~dismissed~~, the final check shall be issued within five (5) calendar days pursuant to applicable law. If an employee ~~resigns~~voluntarily terminated, the final check is due and payable the next regular payday.

In the event a final paycheck is unclaimed or not cashed, the human resource department will mail the final check to the address on file with the human resource department.—. In the event a forwarding address is unknown, the human resource department will make all efforts available to them to locate the employee or a forwarding address.

2.56.380 – Paychecksay Periods & Distribution.

Employees are paid every two (2) weeks with the pay period beginning on Sunday and ending on Saturday fourteen (14) days later. -Employees can elect to either receive pay distribution via a physical check or direct deposit. Employees must have the Direct Deposit form complete and on file with the human resource department for direct deposit. The City is not responsible for paychecks that an employee requests to be mailed first class that are subsequently lost.—. Lost paychecks will be handled according to 2.56.390 – Corrections.

-Physical paychecks and direct deposit advices shall be distributed to department management on payday, except as identified below.—. Employees will be notified by their managers as to department paycheck distribution policies.

If a payday occurs on a holiday, paychecks will be distributed on the workday before the holiday, whenever possible.—.

Employees may designate another person to pick-up their paycheck or request the paycheck to be mailed by submitting an Authorization for Release of Payroll Check for the human resource department.

Paychecks which have not been distributed by the department representative by the end of the payday will be returned to the human resource department. Paychecks which have not been picked up from the human resource department by the day after payday will be mailed to the address on file with the human resource department.

2.56.385 – Employee Compensation Information.

Employees are responsible for ensuring the human resource department has current information including, but not limited to:

- A. Changes in tax status or withholdings documented on a W-4 form resulting from a marriage, a divorce, the birth of a child or the loss of a deduction.
- B. Changes to home address, phone number, or e-mail address.
- C. Name changes. All name changes must be reported within thirty (30) calendar days and must be accompanied by a Social Security card (or receipt), new Driver's License (if applicable), and marriage certificate (if applicable) to be processed.

2.56.390 – Corrections.

Employees should promptly contact their direct supervisor, human resource department, or the Finance department if a possible error in the amount of pay is detected.

- A. Replacement checks may be issued in the event of a lost or stolen physical check after the employee has completed an affidavit. The employee shall wait one (1) week before the Finance department can reissue the check after the stop payment has been accepted and cleared by the bank. Any fees incurred by the City may be passed along to the employee and deducted from the paycheck in accordance with applicable Federal and State law.
- B. Corrections in under or over-payments will appear on the next regularly issued paycheck, except in emergencies.
- C. Retroactive Pay, such as a resulting from a pay increase, will be paid in the next regularly issued paycheck.

2.56.395 – Tracking of hours worked.

Federal and state record-keeping requirements require the City to maintain accurate records and to enforce certain regulations. Employees who fail to abide by these regulations are subject to disciplinary action, up to and including immediate involuntary termination of employment.

- A. Exempt employees: Exempt employees are not required to use the time clock to record hours worked daily. Exempt employees must record all full-day and half-day absences in the time clock system.
- B. Non-exempt employees: Non-exempt employees must use the time clock to record hours worked daily.
- C. All hours worked must be recorded. Working "off the clock" is strictly prohibited for non-exempt employees. Time spent by non-exempt employees using electronic communications for work purposes will be considered hours worked; the time is compensable and will count toward overtime eligibility as required by law. Therefore, electronic communications should not be used outside regularly scheduled work hours unless required and approved by management. This includes all types of work-related communication. Non-exempt employees should not check for, read, send, or respond to work-related e-mails outside their

normal work schedules unless specifically authorized based on job duties or direction by management to do so.

- D. Employees must clock-in at the beginning of their workday, out at the end of their workday in and out for meal periods, and out when leaving the premises during working hours for reasons other than City business. -Clocking in and out at the same time is prohibited.
- E. Employees may only record their own time in the time clock system--. Supervisors may adjust an employee's time if they failed to clock in or out.
- F. Employees may not clock-in earlier than seven (7) minutes before their scheduled starting time without prior authorization from the supervisor or department head.
- G. Employees may only clock-in when they are ready to start work--. The practice of clocking-in and then taking a break is not allowed.

(Ord. 916 (part), 2003)

Article 4 - Hours of Work and Overtime

2.56.400 - Hours of work.

An employee's normal work schedule may vary and is determined by the respective department head.

The standard workweek used to determine overtime eligibility for non-exempt employees shall equal forty (40) hours ~~for all employees~~, regardless of ~~their~~ an employee's particular work schedule, unless otherwise designated by the City Commission or collective bargaining agreement. The standard workweek shall begin Sunday at midnight and end on Saturday at 11:59 p.m.

(Ord. 916 (part), 2003)

2.56.410 - Overtime—Eligibility for non-exempt positions.

Any non-exempt ~~or hourly~~ employee who works time in excess of the standard workweek shall be compensated for overtime. This applies to full-time, part-time, seasonal, and temporary employees. Compensation may be in the form of pay or compensatory time off consistent with the provisions of the Fair Labor Standards Act ~~and the applicable administrative regulation~~. Overtime shall be compensated at one and one-half (1½) times the regular hourly rate--. The City reserves the right to require employees to take monetary payment for overtime rather than accrue compensatory time off. For general employees, accumulated compensatory time will be capped at twenty (20) hours. All exceptions to accumulated compensatory time caps for general employees must be approved by the City Manager. Accumulated compensatory time caps for bargaining unit employees shall be pursuant to the collective bargaining agreement.

(Ord. 916 (part), 2003)

2.56.420 - Overtime—Scheduling.

Overtime shall be authorized only by a department head. Overtime may be assigned and required in consideration of work requirements and resource availability.

~~(Ord. 916 (part), 2003)~~

2.56.430 - Computation of overtime.

- A. Extended Duty. For overtime extending beyond the normal work period when the employee does not leave the work site, ~~pursuant to administrative regulation,~~ eligible employees will be compensated overtime based on ~~quarter-hour increments, depending on the~~ time worked.
- B. Callback Pay. When a non-exempt employee is called back for unscheduled work after having left the work site after completion of a regularly scheduled shift, all work performed shall be compensated at the applicable rate. ~~On the first call back in each day, the employee will be compensated for a minimum of one (1) hour or actual time worked, whichever is greater.~~ For subsequent call backs in the same given day, the employee shall be compensated for hours actually worked.
- C. ~~On-Call Pay.~~ For departments who do not maintain a twenty-four (24) hour operation and require routine on-call duty in order to respond to after-hour and/or weekend calls, the on-call employee shall be compensated as follows: for a maximum of Fourteen (14) hours of additional pay at straight time for each full week of on-call time. The on-call time shall be reported as follows: Six (6) hours for Friday, Saturday and Sunday (weekends) and four (4) hours for Monday through Thursday (after hours) per day for each day in which on-call duty is performed. These hours will not be adjusted for on-call time during holidays, etc. etc. Eligibility for on-call pay requires inclusion on a written on-call schedule approved by the department head. ~~On-call employees may be subject to disciplinary action and loss of on-call compensation if an employee is unable, through illness, emergency, or any other reason to carry out on-call responsibilities.~~
- D. Court Appearances. When any non-exempt employee is called to testify in a court case and the basis of ~~his or her~~their testimony is related to the performance of ~~his or her~~ job duties, ~~he or she~~the employee shall be eligible for court appearance pay. Court appearance pay shall be granted only when the hearing is scheduled outside of the employee's regular work schedule. This provision does not apply to employee plaintiffs in actions against the City.
- E. ~~Part-time Employees. Overtime shall be compensated to part-time employees whenever their total hours worked is in excess of forty (40) hours per~~Effect of Paid Leave. For general employees, No paid holiday, paid time off, paid administrative leave, or compensatory time used shall be counted as working time in determining eligibility for overtime. Paid holiday, paid time off, paid administrative leave, or compensatory time for bargaining unit employees shall be pursuant to the collective bargaining agreement.
- F. Training. When training is required by the City for an employee, an effort will be made to arrange for the training during an employee's regularly scheduled work hours. However, a

department head may change an employee's normal work hours to accommodate the training schedule.

~~(Ord. 916 (part), 2003)~~

~~(Ord. No. 1058, 1-7-2013.)~~

2.56.440 - Positions ineligible for overtime—Compensatory absences.

Employees in exempt positions, as defined by the Fair Labor Standards Act, are expected to work, without direct compensation, in excess of the standard workday or workweek to complete job duties. Exempt employees shall not be eligible to receive overtime for such time worked; moreover, any such time shall not be compensable in wages or salaries, nor shall it be accumulated. If, however, an exempt employee works an excessive amount of time beyond the standard workweek, the department head may grant short administrative absences without the use of accumulated paid time off. The granting of such absences, including the time allowed for and the scheduling of these absences, shall be strictly discretionary with the department head. The Mayor will approve such absences for the City Manager.

An exempt employee, at the sole discretion of their department head, may adjust their schedule to allow for an extended workday(s) to be completed in return for a shortened workday or additional day off within the same pay period.—. Approved flextime shall not negatively affect the workload or productivity of coworkers either by shifting burdens or creating delays and additional steps in the process.—. In addition, hours of operation and services available for City employees and/or citizens of Hobbs shall not be affected by flextime schedules.

Exempt employees shall not be permitted to use paid time off in increments less than four (4) hours.—. Exempt employees are required to utilize a minimum of forty (40) hours of paid time off per calendar year unless an exception for extenuating circumstances is approved by the department head and City Manager.—. Paid time off donated according to the City's paid time off donation program will be credited toward the forty (40) hour yearly threshold.

If an exempt employee fails to use or donate the minimum of forty (40) hours paid time off in the calendar year by the last pay period in December and does not have an exception approved by both the Department Head and the City Manager, then that employee will lose the forty (40) paid time off hours and that forty (40) paid time off hours will not be carried forward into the next year's accruals nor will the forty (40) paid time off hours be paid out at the end of the calendar year.

If an exempt employee fails to use or donate the minimum of forty (40) paid time off hours in the calendar year, but utilizes or donates an amount less than forty (40) paid time off hours and does not have an exception approved by both the Department Head and the City Manager, then that employee will lose the amount of paid time off that would bring the paid time off used up to the forty (40) paid time off hours required to be used in the calendar year. The remaining paid time off, short of the forty (40) hour requirement, will not be carried forward into the next year's

accruals nor will the remaining paid time off short of the forty (40) hour requirement be paid out at the end of the calendar year.

(Ord. 916 (part), 2003)

2.56.450- Work breaks.

- A. Under this chapter, the department head may, but is not required to, provide for work breaks during the working day. No more than two (2) such breaks shall be granted, not to exceed fifteen (15) minutes each, including related travel time. Work breaks shall not be considered to accumulate if they are not taken and shall not be used to shorten the normal workday. The granting of such breaks shall depend on the constraints of working conditions and staffing within each department. Regulations regarding such breaks shall be set forth by the department head and approved by the Human Resource Director. Compensation for work breaks of fifteen (15) minutes or less will be in accordance with federal and state law.
- B. Department heads may, but are not required to, provide for a meal period of up to one (1) hour in which the employee is fully relieved of all duties--. Regulations regarding such meal periods shall be set forth by the department head and approved by the Human Resource Director--. Employees will not be compensated for bona-fide meal periods of thirty (30) minutes or more.
- ~~B.C.~~ A written policy will be on file with the human resource department outlining required rest and break periods as dictated by the City Manager for reasons related to safety in the workplace.
- ~~C.D.~~ In accordance with federal and state regulations, the City will provide reasonable break time for an employee to express breast milk for a nursing child for one (1) year after the child's birth in a clean and private space, other than a bathroom, that is free from intrusion from coworkers and the public--. Such breaks shall not be compensated beyond the established breaks as defined in subsections (A) and (B) of this section.

(Ord. 916 (part), 2003)

2.56.460 - Absences.

Under this chapter, the procedure of notification of absences may vary by position and is determined by the respective department head. -Excessive unexcused absences and tardiness are subject to progressive discipline, up to and including involuntary termination.

Any unapproved absence from work shall be considered unauthorized and may be subject to disciplinary action, up to and including involuntary termination.

The City does not discriminate on the basis of religion and will make every effort to reasonably accommodate an employee's sincerely held religious beliefs with absences and schedule changes. Reasonable accommodations may include allowing flexible arrival and departure times, flexible work breaks, staggered work hours, and other means to enable an employee to make up time lost due to the observance of religious practices. -The City will not be able to accommodate when the absence or schedule change creates an undue hardship that will disrupt

business operations. Under Title VII, a religious accommodation is an undue hardship when it poses a “more than de minimis” cost or burden.—. Employees are responsible for giving supervisors as much notice as practical. Employees are encouraged to discuss any questions or issues with the human resource department.

Article 5 - Appointment

2.56.500 - Recruitment and application process.

- A. Announcement of Vacancies. Under this chapter, the ~~personnel office~~human resource department shall prepare job announcements using such publicity as deemed appropriate to reach prospective applicants for the position to be filled. All job announcements and other publicity material concerning position vacancies shall explicitly state that the City is an equal opportunity employer. -Vacancies will be posted for a minimum of five (5) business days.
- B. Area for Consideration. Individuals shall be recruited from a geographic area sufficiently broad to ensure the selection of well-qualified candidates for the position.
- C. Application. Every person wishing to apply for employment with the City must complete a City of Hobbs job application ~~form and submit the form to the Personnel Division.~~ If a resume is submitted for a position, the person shall complete an application ~~form~~ prior to being considered for the position. Such ~~form~~application shall provide information concerning ~~training, experience, references~~job qualifications and such other data as deemed necessary by the Human Resource Director.
- D. Disqualification of Applicants. Applicants may be disqualified for consideration for employment when any of the following factors exist:
1. The applicant does not possess the minimum qualifications for the job.
 2. The applicant is not physically or mentally fit to perform the duties of the job, with or without reasonable qualifications accommodations accommodations.
 3. The applicant has demonstrated an unsatisfactory employment record or personal record as evidenced by the results of a background and/or reference check.
 4. The applicant refuses to sign an affidavit allowing a background investigation.
 5. The applicant has given false information in ~~his or her~~the job application, practiced deception during the selection process, or does not complete the application.
 6. The applicant failed to pass selection procedures as administered by the City.
 7. The applicant receives a positive test result on a pre-employment drug test.
 8. The applicant fails to provide copies of required documents requested in the application and selection process prior to a final decision on hiring.
 9. The applicant is suspended from employment or is otherwise under disciplinary sanction, by ~~his or her~~hera current employer, including the City.
- E. Discrimination. No applicant should be unfairly disqualified because of race, color, religion, sex, pregnancy, ancestry, sexual orientation and gender identity or expression, spousal affiliation, national origin, age, physical or mental handicap or disability, serious medical condition, genetic information, status as a military veteran, or any other legally protected characteristic. ~~age, race, color, religion, national origin, sex, sexual orientation, physical or~~

~~mental disability, serious medical condition, or veteran status, or any other legally protected characteristic.~~

- F. ~~Selection Procedures.—. The Human Resource Director, in consultation with the department head, will determine the verification techniques utilized, such as, but not necessarily limited to, reference checks, background investigations, examinations as outlined in 2.56.510 – Nature and types of examinations subsection (A), and drug testing. -Verification techniques will be job-related and may be position specific.~~

~~(Ord. 916 (part), 2003)~~

2.56.510 - Nature and types of examinations.

- A. Selection Techniques. For the purpose of this chapter, the selection techniques used in the examination process shall be objective, of a practical nature, and shall relate to those factors which, upon the review of the ~~Personnel~~ Human Resource Director, in consultation with the department head, can reasonably be expected to measure the relative capabilities of the persons examined in their ability to execute the duties and responsibilities of the position to which they seek to be appointed. Examinations shall consist of selection techniques which will fairly assess the qualifications of candidates, such as, but not necessarily limited to, achievement and aptitude tests, other written tests, personal interview, oral Boards, assessment centers, performance tests, physical agility tests, evaluation of daily work performance, work samples, medical tests, or any combination of these or other tests.
- B. Open Competitive Examination. Open competitive examinations ~~will~~ may, at the discretion of the Human Resource Director and the respective department head, be given for ~~all~~ any positions to be filled in the municipal service unless the needs of the service require a promotional examination as set forth in subsection C of this section. When internal candidates and outside candidates have equal qualifications and examination scores, preference will be given to the internal candidate, ~~provided that the outside candidate is not from an affected group identified in the EEO plan or related documents.~~
- C. Promotional Examination. Whenever an adequate number of qualified candidates are available within the City without the necessity of outside recruitment, as determined by the ~~Personnel~~ Human Resource Director and the respective department head, a promotional examination may be utilized. The department head ~~and Human Resource Director~~ must approve any promotional examination held as a means of establishing qualified employees for promotion to fill existing or future vacancies. Promotional examination may include any of the selection techniques mentioned in this section, or any combination of them. Promotional examinations may be conducted on a City, department, or divisional basis. Only those employed at the time of application who meet the requirements set forth in the promotional announcements may compete in promotional examinations.

~~(Ord. 916 (part), 2003)~~

2.56.520- Employment lists.

- A. Creation of Lists. After the completion of an examination ~~and or~~ selection process, the ~~Personnel~~ Human Resource Director, upon request from the department head, may establish

an employment list as a means of recommending qualified individuals to fill existing or future vacancies. Employment lists shall be of two (2) types:

1. Open competitive employment lists result from selection processes in which both internal and external applicants are eligible to participate. These lists shall include the names of all persons who have ~~(i) successfully~~ successfully completed a class or position examination that was announced as an open competitive examination and (ii) have met the minimum scoring as established by the Human Resource Director and department head prior to the position class or examination.
 2. Promotion employment lists result from selection processes in which only internal applicants are eligible to participate. These lists shall include the names of those employees who have successfully completed a promotional examination for a position or a class of work. Such lists may be used in conjunction with other recruitment procedures at the discretion of the ~~Personnel~~ Human Resource Director. Placement on an employment list shall in no way entitle an applicant or candidate to appointment to any position.
- B. Duration of Lists. Employment lists may remain in effect for up to one (1) year.
- C. Rule of Three. The hiring supervisor shall have the right to invoke the rule of three (3) when hiring from an established list. For purposes of this section, the rule of three (3) is defined as follows: In the case of one (1) vacancy, the top three (3) scoring candidates on an established list are eligible for appointment. For each additional vacancy, one (1) additional candidate may be eligible for appointment.
- D. Reemployment Lists. The names of regular employees who have been laid off shall be placed on appropriate reemployment lists for twelve (12) months in order of total continuous time served in probationary and regular status.
- E. Removal of Names ~~From~~ from List. The name of any person appearing on an employment or reemployment list shall be removed by the ~~Personnel~~ Human Resource Director if the eligible person requests in writing that ~~his or her~~ their name be removed, ~~if he or she fails~~ for failure to respond to a notice of appointment mailed to ~~his or her~~ the last known address, or when the list expires, as specified in this chapter. The names of persons on promotional employment lists who resign shall automatically be dropped from such lists.
- F. Waivers. Eligible applicants may waive their right to appointment without suffering any loss of status on the employment list by so doing. However, when a candidate has waived appointment two (2) ~~times, his or her~~ times the candidate name shall automatically be dropped from such list.

~~(Ord. 916 (part), 2003)~~

2.56.530 - Job vacancies.

- A. Notice to ~~Personnel~~ Human Resource Director. Under this chapter, whenever a vacancy is to be filled, notification shall be given to the ~~Personnel~~ Human Resource Director. If there is no reemployment list available for the class, the City Manager, upon recommendation of the department head, shall have the right to decide whether to fill the vacancy by transfer,

appointment from a promotional employment list, appointment from an open employment list, or a combination of these categories.

- B. Appointment. All persons shall be selected on the basis of ~~job-related~~job-related criteria. No person shall be selected for employment without the ~~approval~~authorization of the department head, Human Resource Director, and the ~~authorization of the~~ City Manager.

(Ord. 916 (part), 2003)

2.56.540- Types of appointment—Status.

- A. Regular Appointment. Any employee who is appointed to a regular position shall receive all leave and benefits in proportion to hours worked and shall be entitled to rights of grievance and appeal except during the probationary period. A regular appointment may be full-time or part-time. Regular appointments that are part-time shall receive benefits in proportion to hours worked, ~~pursuant to administrative regulation.~~
- B. Temporary Appointment.
1. Any employee who is appointed to a temporary position shall not receive leave and benefits, except those required by law, and shall not be entitled to rights of grievance and appeal. The services of a temporary employee may be terminated without cause. A temporary appointment may be full-time or part-time.
 2. If a temporary employee is appointed to a regular position, the employee's performance review date shall be established as the effective date of the regular appointment.
- C. Acting Appointment. For the good of the service or for a temporary job vacancy or for the purposes of providing training, the City Manager may assign an employee to a different job classification. Assignment of acting status shall entitle the employee to the salary associated with that job classification for the duration of the assignment, provided such salary is equal to or higher than an employee's current pay rate. The City Manager may not assign an employee to acting status for a period of less than one (1) calendar month of duty ~~or more than six (6) calendar months.~~ The City Commission may assign an employee as acting City Manager upon the vacancy of the City Manager position for an indeterminate period until a permanent City Manager is employed.
- D. Seasonal Appointment. The City Manager may authorize temporary appointments without examination to positions which are typically seasonal or non-regular in nature. Such appointments shall be made only to temporary positions. Persons appointed for seasonal employment must meet the minimum age requirements and employment standards of the class to which appointed.
- E. Interim Appointment. The City Manager may appoint an outside applicant without examination on an interim basis for a period not to exceed six (6) months to a position that has been vacated temporarily. Persons appointed on an interim basis must meet the minimum training and experience qualifications for the class in which employed.

(Ord. 916 (part), 2003)

2.56.550 - Probationary period.

- A. All employees shall be subject to an initial one-year probationary period.
- a. The probationary period for general employees begins at the date of hire.
 - b. The probationary period for members of the police certified service begins at the date of hire or appointment to the police certified service and ending after two thousand eighty (2,080) field hours as a New Mexico Certified officer, regardless of any previous City employment.
 - A.c. The probationary period for ~~Members of members of~~ the ~~police and certified~~ fire certified service shall ~~serve a probationary period beginning~~ begin at the date of hire or appointment to the ~~police or~~ fire certified service and ending one (1) year after hire or appointment to the ~~police or~~ fire certified service, ~~or, for police certified service, two thousand eighty (2,080) field hours as a New Mexico Certified Officer,~~ regardless of any previous City employment.
- B. Any approved leave without pay or workers compensation leave in excess of two (2) weeks that is taken during the probationary period will extend an employee's probationary status proportionately.
- C. The probationary period shall be considered a trial employment period during which the department head shall determine the employee's suitability for the position ~~he or she~~ occupies occupied as the final step in the selection process.
- D. If at any time prior to the end of the probationary period the department head determines that the employee is not suitable for the position, the department head may recommend immediate involuntary termination of employment to be approved by the City Manager, whose decision is final. Probationary employees ~~serve at the will of the City Manager~~ are employed at will and may be terminated at any time, for any reason, or for no reason, with or without prior notice.~~without cause.~~
- E. Any employee who has not successfully completed the probationary period shall not be entitled to rights of grievance or appeal as defined by this chapter.
- F. An employee shall not be subject to a probationary period except upon original appointment or except as defined in subsection A of this section and Section 2.56.600.

(Ord. 916 (part), 2003)

2.56.560 - Performance review.

- A. After the successful completion of the probationary period, all full-time and part-time ~~each~~ employees shall have their performance reviewed. Further annual reviews will be consistent with the employee's anniversary date. ~~every twelve (12) months or at such other times consistent with approved pay plan.~~
- B. If the employee disagrees with the immediate supervisor's review, the employee shall file in writing, within ten (10) calendar days, a request with the next level of supervision to review the immediate supervisor's evaluation. This process may continue at the employee's request up the chain of command until the department head has reviewed the matter. The conclusion of the department head will be deemed final and unappealable with regard to that evaluation. If the employee fails to meet the time limits imposed, the process will end~~end~~, and the employee will lose any rights that have not already been exercised in regard to the

evaluation. At any step in this progression up the chain of command, the employee may stop the process and prepare a written response to the evaluation. That response will be retained in the employee's personnel file, together with the original evaluation.

(Ord. 916 (part), 2003)

2.56.570 - Medical examination.

Any candidate recommended for appointment to a ~~full-time or part-time~~ City position may be required to undergo a City-funded medical examination, ~~physical abilities~~agility test, drug and/or alcohol screen and, for member of the police or fire certified service, a psychological examination by a City-designated physician. Any examination shall be job-related and completed after a conditional offer of employment and prior to appointment in order to determine whether the applicant is capable of satisfactorily performing the essential functions of the specific position, with or without reasonable accommodation.

The City Manager may, upon request from the department head and Human Resource Director, ~~at any time also~~ require a physical or mental examination of any employee, to be funded by the City and performed by a City-designated physician or other appropriate professional, to certify that the employee is capable of satisfactorily performing the essential functions of the position. An employee may be placed on administrative leave with pay pending the examination results.

In addition to or in lieu of an examination, an employee may also be required to submit medical information to the City's medical advisor.

(Ord. 916 (part), 2003)

2.56.580 - Nepotism.

- A. It is vital to the public image of the City to avoid the practice or appearance of nepotism in employment. In carrying out this policy, the following rules shall apply without exception:
1. No relative shall be hired in any capacity if related to the City Commissioners, the Mayor, or the City Manager by blood or marriage to the third degree of kindred. The third degree of kindred includes spouses, parents, children, brothers, sisters, grandparents, grandchildren, great-grandparents, great-grandchildren, aunts, uncles, ~~nieces and nephews~~nieces, nephews, nephews, and the equivalent step- or in-law relatives of the aforementioned.
 2. No person shall be hired, promoted, or transferred to a position which is under the direct supervision or the departmental chain of command of a relative, ~~-, i-~~In this case, meaning a blood or marriage relation to the third degree of kindred, as defined in subsection (A)(1) of this section, those in a dating relationship, or members of the same household.
 3. If two (2) employees are in positions of direct or indirect supervision through any departmental chain of command and these two (2) employees establish a relationship ~~by marriage, other operation of law, or through lifestyle accommodations being the substantial equivalent of a family relationship~~as defined in subsection (A)(2) of this

section, the City Manager may transfer one (1) of the employees to a position removed from the supervisory control of the other if it is determined that such transfer will serve the best interests of the City.

4. Except as provided in subsections (A)(1) and (A)(2) of this section, no applicant or employee who is a relative of another City employee shall be prohibited from seeking and holding a City position or from promotion within the municipal service, provided such recruitment or promotion is conducted in accordance with this chapter and any applicable administrative regulations. However, should the employment of a relative create a conflict within the workplace, the City may require that relatives work different shifts or be under separate supervision. The City may also elect to terminate one or both relatives who are creating the workplace disruption.—. As such, familial disputes or tensions should not be permitted to enter the workplace.—.
 5. When a situation that runs contrary to the above policy arises through promotion, transfer, marriage, or otherwise, that person is required to inform management and the human resource department of the relationship.—. The affected individuals will have three (3) months in which to settle the issue voluntarily; that is, by having one of them request a transfer or termination.—. If the affected parties are unable to resolve the situation on their own, the City Manager, Human Resource Director, and the employee’s department head will together review the case at the end of the three (3) month period.—. Their decision concerning which employee (or both) is to be transferred or terminated will be binding.—. During those three (3) months, the supervisory employee will not be involved or have direct input in the employment decisions of the other employee.
- B. Supervisors will not knowingly allow these nepotism provisions to be compromised and all employees have an affirmative obligation to report any violations ~~to their department head~~ to the Human Resource Director.

(Ord. 916 (part), 2003)

2.56.590 – Reemployment of retired employees.

The City will abide by State legislation and New Mexico Public Employees Retirement Association (PERA) guidelines regarding the reemployment of a PERA affiliate retiree.—. Retirees interested in employment with the City must meet the minimum qualifications for the position and complete the same application and selection process as outlined in 2.56.500 – Recruitment and application process. -Service time will not be bridged for purposes of benefits accrual, seniority, or other tenure-related benefits.—. The retiree will be required to complete the applicable probationary period.

Article 6 - Changes in Employment Status

2.56.600 - Transfer and promotion.

- A. When a job vacancy is announced, any employee may apply for transfer or promotion to the position, provided the employee is not suspended from employment or otherwise under an ongoing disciplinary sanction at the time of the application. All such qualified applicants will

be considered, although no employee is assured of selection. Employees will be promoted or transferred when all other qualification and selection results are equal. If the employee successfully applies for transfer or promotion during ~~his or her~~the probationary period, the employee shall commence a new and separate probationary period in the new position.

B. The City Manager may, for the good of the service, transfer an employee within a department or division or to a different division or department in the City, without loss in pay. Such employee shall be eligible for salary increases in accordance with the approved compensation plan.— The performance review date will not change as a result of the ~~promotion~~transfer.

(Ord. 916 (part), 2003)

2.56.610 - Demotion.

A department head may recommend an employee be demoted to a lower classification ~~and pay~~ subject to the rules set forth in Section 2.56.700. Compensation will be addressed in accordance with 2.56.340 — Rate Decreases upon Demotion. The performance review date will not change as a result of the demotion.

(Ord. 916 (part), 2003)

2.56.620 - Reduction in Force and Layoffs.

- A. If the City Commission determines that one (1) or more divisions or functions of the City should be privatized or eliminated, employees in the affected divisions or functions shall be subject to any agreements negotiated at the time of the privatization or elimination, and the remainder of this section should not apply in such situations.
- B. The City Manager may, for the good of the service, reduce the work-force ~~and or~~ lay off employees, other than those affected by a privatization or elimination effort as defined in subsection A of this section. Within each division the order of layoff shall be determined by the following considerations: job performance, as documented in the personnel file; suitability for the position; seniority within each classification of the work unit; seniority within the department; and seniority within the City.
- C. ~~All laid off employees shall receive an additional two (2) weeks' salary with their final paycheck.~~ All regular full-time employees laid off within a division shall be placed on a reemployment list for one (1) year and shall be returned to work if a vacancy exists within the division in reverse order of layoff, provided the employee is qualified to perform the job to be filled. Any employee so reemployed shall retain rates of accrual based upon previous seniority-seniority and in accordance with section 2.56.820 subsection C. and leave balances which were not paid at time of lay off shall be reinstated.
- C.D. Employees affected by a reduction in force shall not be placed on a reemployment list as there is no intention of replacing the affected position and is thus a permanent reduction in headcount.

(Ord. 916 (part), 2003)

2.56.630 - Furlough.

The City Manager may, for the good of the service, reduce the workforce and furlough employees. A furlough is a mandatory temporary leave of absence from which the employee is expected to return to work or to be restored from a reduced work schedule. A furlough may be the result of lack of work, lack of funds, or other non-disciplinary reasons. The furlough may constitute either a mandatory reduced work schedule or a mandatory leave of absence.

2.56.6430 - Disability—Termination of employee.

The City Manager may terminate an employee due to a disability, mental or physical, which prohibits performance of the essential functions of the job, with or without reasonable accommodation. Rules and procedures governing disability leave are set forth in Sections 2.56.875 through 2.56.905 in conformance with all applicable laws.

~~(Ord. 916 (part), 2003)~~

2.56.6540 - TerminationDismissal—Grounds.

An employee may be ~~dismissed~~involuntarily terminated, for cause, from the employ of the City subject to the rules set forth in Section 2.56.760.

~~(Ord. 916 (part), 2003)~~

2.56.6650 - Resignation.

Resignation means an employee's voluntary termination of employment. Employees who fail to report to work without notification for three (3) workdays; or three (3) regularly scheduled shifts (Police) or two (2) consecutive regularly scheduled shifts (Fire) are considered to have voluntarily resigned their position.

~~(Ord. 916 (part), 2003)~~

Article 7 - Disciplinary Actions

2.56.700 - Just cause discipline.

Disciplinary actions for regular employees, full and part-time are based on just cause in order to promote the efficiency of the services rendered by the City and the operation of its respective departments and offices. Disciplinary actions shall be consistent with governing laws and regulations and shall be taken without regard to race, color, religion, sex, pregnancy, ancestry, sexual orientation and gender identity or expression, spousal affiliation, national origin, age, physical or mental handicap or disability, serious medical condition, genetic information, status as a military veteran, or any other legally protected characteristics, ~~age, religion, color, national origin, sex, sexual orientation, physical or mental disability or serious medical~~

~~condition,~~ or any non-merit factor. No employee shall be disciplined for refusing to perform an unlawful or unsafe act.

~~(Ord. 916 (part), 2003)~~

2.56.705 - Definition of just cause.

Just cause is defined as any conduct, action or inaction arising from, or directly connected with the employee's work, which is inconsistent with the employee's obligation to the City and reflects the employee's disregard of the City's interest. Just cause includes, but is not limited to: inefficiency; incompetence; theft; misconduct; negligence; insubordination; violation of City policy or procedure; unauthorized use of City funds, property, facilities, and materials; disruptive behavior; repeated tardiness and excessive absences; unsatisfactory work performance which continues to be inadequate after reasonable efforts have been made to correct the performance problems; or for causes as described in the Criminal Offender Employment Act, N.M.S.A. 1978, § 28-2-1, et seq.

~~(Ord. 916 (part), 2003)~~

2.56.710 - Disciplinary action.

Any department head may take disciplinary action against an employee pursuant to the department head's authority and consistent with departmental policies and the ordinance codified in this chapter. Copies of ~~any~~-documented disciplinary action shall be furnished to the ~~personnel office~~human resource department for placement in the employee's file with the signature of the recipient acknowledging receipt of the action. In the event an employee refuses to acknowledge receipt of a disciplinary action with a signature, a second supervisory personnel or member of the human resource department will witness the refusal, sign as a witness, and the disciplinary action placed in the employee's file in the human resource department.

Disciplinary action shall be considered ongoing and active for one (1) year from the date of receipt by the employee for relevant and subsequent disciplinary actions as well as changes to employment status as defined in Article 6. Under certain circumstances and depending on the severity of the infraction, the employee's previous work record, and any aggravating or mitigating circumstances surrounding the case of inadequate performance or act of misconduct, disciplinary action may be considered ongoing and active for up to two (2) years with the approval of the City Manager and Human Resource Director.

~~(Ord. 916 (part), 2003)~~

2.56.715 - Grounds.

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

1. Work performance that continues to be unsatisfactory after reasonable attempts to correct performance;
2. Misconduct on the job; conduct or language toward the public or toward employees which discredits the public service;
3. Negligence in the performance of duty, including negligence in the operation of City vehicles or equipment or failure to adhere to established safety rules and procedures;
4. Incompetence or inefficiency; failure to perform job duties adequately;
5. Insubordination; failure to comply with the lawful orders of a supervisor, including refusal to work overtime;
6. Unauthorized absence from work including tardiness;
7. Consumption, possession, or distribution of alcohol or drugs on the job or reporting to work under the influence of alcohol or drugs;
8. Acceptance of money, gifts, privileges, or other valuable consideration which was given with the expectation of influencing the employee in the performance of ~~his or her~~their duties;
9. Use of official position or authority for personal profit or advantage;
10. Misuse, theft, or destruction of City property;
11. Unauthorized disclosure of confidential information from City records or documents, as set forth by applicable State laws; falsification, destruction, or unauthorized use of City records, reports, or other data belonging to the City including City employment application, or any other document used in the employment process;
12. Unauthorized or fraudulent manipulation of time records or other City records;
- ~~13. For causes as defined in the Criminal Offender Employment Act, N.M.S.A. 1978, § 28-2-1, et seq.;~~
- ~~14.~~13. Violation of City or departmental rules or policies or a professional code of ethics accepted by those in the same profession as the employee;
- ~~15.~~14. Noncooperation by an employee with fellow employees or other personal conduct which substantially interferes with the performance of ~~his or her~~said employee's or another employee's work;
- ~~16.~~15. Misuse of leave; the claim under false or misleading pretenses.
- ~~17.~~16. ~~Distribution of literature, vending, or soliciting~~Selling, vending, or collecting soliciting contributions on City time ~~and in public areas or voluntary cooperation with parties doing such~~for private matters which do not comply with the City's government purpose without prior authorization of the City Manager;
- ~~18.~~17. Violation of any Federal or State law pertaining to employment, including all civil right statutes;
- ~~19.~~18. Failure to adhere to the established work schedule; failure to obtain authorization for overtime prior to overtime worked as established by general written department policy;
- ~~20.~~19. Failure to meet or maintain established job qualifications, as set forth in the job description, including maintaining a valid driver's license if required by the position;
- ~~21.~~20. Other acts or omissions that adversely affect the welfare of citizens, other ~~employees~~employees, or the effective operation of the City;
- ~~22.~~21. Unauthorized possession of a weapon on the job site;
- ~~22.~~ Fighting and/or disruptive behavior in the workplace;
- ~~23.~~ Violation of City Personnel Rules.

B. These examples are in no way intended to provide an exhaustive listing of the reasons for which an employee may be disciplined.

~~(Ord. 916 (part), 2003)~~

~~(Ord. No. 1058, 1-7-2013.)~~

2.56.720 - Off duty conduct.

Off-duty conduct may be cause for discipline if it diminishes the integrity of the City's service; ~~violates the equal employment opportunity policy; any City policy grounds for discipline as outlined in section 2.56.715; caused disclosure of confidential information; involves violent acts; involves the use of illegal intoxicants; or relates to disruptive action on City property or at City-sponsored events.~~ This policy does not apply to off-duty conduct such as religious or political practices protected by law; protected, concerted activity as defined by the National Labor Relations Act; the lawful use of tobacco, alcohol, or legal drugs; association or affiliation with certain civic organizations; or other lawful off-duty conduct.

~~(Ord. 916 (part), 2003)~~

2.56.725 - Progressive discipline.

~~A regular~~ A regular employee shall be progressively disciplined for unsatisfactory work performance whenever practical. Each case of inadequate performance or act of misconduct shall be judged individually. The step of corrective action used will depend on the severity of the infraction, ~~and~~ the employee's previous work record, and any aggravating or mitigating circumstances surrounding the case of inadequate performance or act of misconduct. Under certain circumstances suspension without pay, demotion, ~~or dismissal~~ involuntary termination may be the appropriate initial disciplinary action.

~~(Ord. 916 (part), 2003)~~

2.56.730 — Types of action permitted.

Consistent with the type and severity of cause for disciplinary action, the disciplinary authorities may take the actions set forth in Sections 2.56.735 through 2.56.760.

~~(Ord. 916 (part), 2003)~~

2.56.735 — Verbal counseling.

Verbal counseling is used for minor infractions such as informing the employee that ~~his or her~~ their actions, behavior, or conduct needs to change. Supervisors shall keep written notations of verbal ~~counseling~~ reprimands. ~~Employees are not provided the opportunity to provide a written response to a verbal counseling and a verbal counseling is not eligible for appeal or grievance.~~

Verbal counseling is an optional supervisory tool and is not required as a prerequisite to any other disciplinary action.

(Ord. 916 (part), 2003)

2.56.740 - Written reprimand.

A supervisor may reprimand an employee in writing for cause. The written reprimand shall be submitted to the employee. A copy of the reprimand, with the signature of the recipient acknowledging receipt of the action, shall be furnished to the human resource department for placement in the employee's file. A copy of the written reprimand shall be kept in the personnel file. Refusal to acknowledge receipt of a written reprimand by the employee will follow the provisions outlined in 2.56.710 - Disciplinary action. The employee may respond in writing to the written reprimand. The employee's written response will be kept in the personnel file also be kept in the employee's file in the human resource department. As the employee is provided an opportunity to submit a written response, a written reprimand is not eligible for appeal or grievance. All written reprimands must be approved by the appropriate department head prior to submission to the employee.

(Ord. 916 (part), 2003)

2.56.745 - Suspension.

- A. Upon review by the Personnel-Human Resource Director of the facts, a department head may recommend suspension of an employee* for cause without pay for a period of not more than one hundred twenty (120) hours.
- B. All non-probationary employees shall be offered the opportunity to attend a meeting prior to any proposed suspension without pay. The human resource department will use reasonable means to provide the employee notice at least twenty-four (24) hours before the meeting time.
- B.C. An employee may waive their rights to a pre-suspension meeting by providing a written statement to that effect.
- C.D. The pre-suspension meeting shall be conducted by the department head, or designee, with only the department head, or designee, ~~the department supervisor,~~ and the employee present. Upon request of the department head, a representative of the human resource department will be in attendance. No other parties or representatives shall be allowed to attend. At this meeting, the employee shall have the proposed disciplinary action and the related grounds explained, a brief explanation of the evidence in the possession of the City, and shall be given the opportunity to respond. The meeting need not definitely resolve the proprietary of the action but shall serve as an initial check against perceived factual allegations. The meeting will aid in determining whether there are reasonable grounds to support the proposed action.
- D.E. A record of the meeting shall be made and kept by the human resource department. An employee may waive his or her rights to a pre-suspension meeting by providing a written statement to that effect.

~~E.F.~~ The department head shall submit a written report of the findings and recommended action to the employee. A copy of the findings and recommendation, with the signature of the recipient acknowledging receipt of the action, shall be furnished to the human resource department for placement in the employee's file A copy of the findings and recommended action shall be placed in the employee's personnel file. Refusal to acknowledge receipt of the recommended action by the employee will follow the provisions outlined in 2.56.710 - Disciplinary action.

G. In accordance with the Fair Labor Standards Act, exempt employees may only be suspended without pay for one or more full days for infractions of workplace conduct rules or for full or partial days for violation of safety rules of major significance.

(Ord. 916 (part), 2003)

Note — *Exempt employee's suspensions will be pursuant to the Fair Labor Standards Act.

2.56.750 - Demotion.

- A. A department head may ~~request~~ recommend that an employee be demoted for cause to a lower classification; ~~pursuant to the meeting requirements of subsection 2.56.745(B). The cause for such a demotion shall be documented in writing and shall be submitted to the employee, together with notice of the scheduling of the pre-demotion meeting. An employee may waive his or her rights to a pre-demotion meeting by providing a written statement to that effect.~~
- B. All non-probationary employees shall be offered the opportunity to attend a meeting prior to any proposed demotion. The human resource department will use reasonable means to provide the employee notice at least twenty-four (24) hours before the meeting time.—.
- C. ~~An employee may waive their rights to a pre-demotion meeting by providing a written statement to that effect.~~
- D. The pre-demotion meeting shall be conducted by the department head, or designee, ~~with only the department head, or designee, the department supervisor,~~ a representative of the personnel division/human resource department, and the employee present. No other parties or representatives shall be allowed to attend. At this meeting, the employee shall have the proposed disciplinary action and the related grounds explained and shall be given the opportunity to respond.—. The meeting need not definitely resolve the proprietary of the action but shall serve as an initial check against perceived factual allegations.—. The meeting will aid in determining whether there are reasonable grounds to support the proposed action.
- E. A record of the meeting shall be made and kept by the human resource department.
- F. The department head, or shall designee, shall submit a written report of the findings and recommended action to the employee. A copy of the findings and recommendation, with the signature of the recipient acknowledging receipt of the action, shall be furnished to the human resource department for placement in the employee's file A copy of the findings and recommended action shall be placed in the employee's personnel file. Refusal to acknowledge receipt of the recommended action by the employee will follow the provisions outlined in 2.56.710 - Disciplinary action.

(Ord. 916 (part), 2003)

2.56.755 - Procedure for filing and hearing—Further appeal of suspension or demotion only.

- A. Upon written notification of suspension or ~~demotion~~demotion, the eligible employee may appeal the decision to the City Manager. The appeal of a suspension or demotion must be submitted in writing to the ~~Personnel~~Human Resource Director within ten (10) calendar days of the written notification of the suspension or demotion. The appeal shall be a written statement explaining the reasons for the appeal in detail and setting forth therein the action desired. The City Manager may, at ~~his or her~~their discretion, elect to hold a hearing or hear additional evidence as ~~he or she~~the City Manager sees fit. The City Manager shall render a timely decision and reserves the right to modify the penalty imposed. The decision of the City Manager shall be final with no additional appeals permitted.
- B. An employee may ~~self-represent himself or herself~~appear Pro Se, or self-represent, in the appeal process or may choose to be represented by another person.

2.56.760 (~~Ord. 916 (part), 2003~~)

2.56.760 - Termination/Dismissal.

- A. A department head may recommend that an employee be involuntarily terminated~~dismissed~~ for cause. The cause for such involuntary termination ~~dismissal~~ shall be documented in writing and shall be submitted to the employee, together with a notice of the scheduling of the pre-termination meeting. ~~An employee may waive his or her rights to a pre-termination meeting by providing a written statement to that effect.~~
- B. All non-probationary employees shall be offered the opportunity to attend a meeting prior to any proposed involuntary termination. The human resource department will use reasonable means to provide the employee notice at least twenty-four (24) hours before the meeting time.
- C. An employee may waive their rights to a pre-termination meeting by providing a written statement to that effect.
- D. The pre-termination meeting shall be conducted by the department head with only the department head, a representative of the ~~personnel division~~human resource department, and the employee present~~—~~. No other parties or representatives shall be allowed to attend. At this meeting, the employee shall have the proposed disciplinary action and the related grounds explained and shall be given the opportunity to respond—. The meeting need not definitely resolve the propriety of the action but shall serve as an initial check against perceived factual allegations—. The meeting will aid in determining whether there are reasonable grounds to support the proposed action.
- E. A record of the meeting shall be made and kept by the human resource department.
- F. ~~The department head shall submit a written report of findings and recommended action to the City Manager. A copy of the findings and recommended action shall be placed in the employee's personnel file.~~ The City Manager shall review these findings and recommendations and shall:
 - 1. Dismiss-Terminate the employee, or
 - 2. Take other appropriate action.

~~G.F.~~ A copy of the final action taken by the City Manager shall be provided to the employee and placed in the employee's personnel file.

~~(Ord. 916 (part), 2003)~~

2.56.765 - Procedure for filing and hearing—Further appeal of ~~dismissal~~ involuntary termination only.

- A. Upon written notification of ~~dismissal~~ involuntary termination, either the eligible employee or the department head may appeal the decision. The appeal of an involuntary termination ~~dismissal~~ must be submitted in writing to the Personnel-Human Resource Director within ten (10) calendar days of the written notification of the City Manager's ruling of involuntary termination ~~dismissal~~ after a pre-termination meeting. The appeal shall be a written statement explaining the reasons for the appeal in detail and setting forth the action desired.
- B. In the appeal of an involuntary termination ~~dismissal~~, the City Manager shall appoint a hearing officer to hear the appeal. The hearing officer must be familiar with public or private personnel systems or have pertinent experience in the appropriate areas of management or law. The hearing officer cannot be an employee or former employee or former or current elected official of the City of Hobbs.
- C. A representative of the ~~personnel division~~ human resource department shall schedule the hearing of the appeal within a reasonable time. The assigned hearing officer will review the recommendation resulting from the pre-termination meeting and hold a full due process hearing. Upon hearing the appeal as presented by both parties and upon making a record of the hearing, the hearing officer shall transmit a decision in writing to the employee and the department head within twenty-one (21) calendar days of the conclusion of the hearing. The hearing officer shall render a timely decision which will either confirm or reject the termination action taken by the City Manager. The decision of the hearing officer shall be final.
- D. An employee may ~~self-represent himself or herself~~ appear Pro Se, or self-represent, -in the appeal process or may choose to be represented by another person.

~~(Ord. 916 (part), 2003)~~

2.56.770 - Failure to follow procedure—Representation.

If the employee fails to abide by any part of the appeal procedure as outlined in Section 2.56.755 or 2.56.765, the employee shall be conclusively deemed to have waived and abandoned the appeal. Time limits may be extended by the mutual, written consent of the employee and the Personnel-Human Resource Director.

If the employee, or the employee's representative, fails to appear at the appeal hearing or fails to submit written statements in lieu of appearance, the employee shall be conclusively deemed to have waived and abandoned the appeal.

~~(Ord. 916 (part), 2003)~~

2.56.775 - Notice of meeting for suspensions, demotions, and dismissals involuntary terminations.

If the employee is not readily available for personal delivery of the notice of the meeting or at the work site, the notice of the meeting shall be mailed via certified mail to the employee at the last known address in the employee's personnel file.

(Ord. 916 (part), 2003)

2.56.780 - Department heads exempt from grievance or appeal rights.

Department heads ~~serve at the pleasure of the City Manager~~ are employed at-will and shall not be entitled to rights of grievance and appeal as set forth in this chapter.

2.56.785 – Internal investigations

Internal investigations into unlawful discrimination, harassment, violations of City policies as defined in 2.56.715 – Grounds, violations of departmental policy, or other violations of City rules and conduct standards may be performed with the authorization of the appropriate department head, Human Resource Director, City Attorney, or City Manager—. The City is committed to ensuring all internal investigations are conducted in a fair, impartial, and thorough manner and in compliance with all applicable federal and state laws.

- A. The City reserves the right to use any lawful method of investigation which, in its sole discretion, it deems reasonable and necessary to determine whether any employee has engaged in conduct warranting disciplinary action. The City may contact third parties and non-employees to ascertain facts through the scope of the investigation.
- B. The City reserves the right to conduct lawful searches and inspection of both City and personal items brought on to City property upon approval from the City Manager, City Attorney, and Human Resource Director as part of an internal investigation—. Employees will be asked to cooperate with an investigative search and searches will be conducted in the presence of at least two (2) City designees.
- C. The City will make all reasonable efforts to initiate an investigation into the allegation(s) and conclude the investigation in a timely fashion, as appropriate.
- D. All employees are expected to cooperate in any investigation—. Failure to cooperate may lead to discipline, up to and including involuntary termination—. False information provided during an investigation may lead to disciplinary action, up to and including involuntary termination.
- E. The results of the investigation will be made available only to those employees with the need to have access or as needed to be disclosed as part of the investigation.
- F. Employees whom the City has reason to believe have engaged in actions contrary to the policies or best interests of the City will be subject to disciplinary action, up to and including involuntary termination.
- G. Any employee who knows of or observes improper or wrongful conduct should contact the human resource department or City Manager—. All supervisors have a responsibility to act on such information—. Employees who fail to report improper or wrongful conduct and

supervisors who fail to act are subject to discipline, up to and including involuntary termination.

- H. Unless advised otherwise by the legal department, the human resource department will retain records relative to a City-initiated investigation in compliance with any federal or state recordkeeping laws.
- I. An employee may be placed on administrative leave as approved by the City Manager, with or without notice, to permit the City to conduct an internal investigation. The leave shall be confirmed in writing prior to or at the commencement of the leave and state the reason for the leave. Employees placed on administrative leave during an investigation shall remain available during the leave to participate in investigative interviewing.
- J. The above policy may be superseded by departmental internal affairs policy as it relates to investigations of police officers in the line of duty.

(Ord. 916 (part), 2003)

Article 8. - Leaves and Benefits

2.56.800 - Paid holidays designated.

A. Paid Holidays. The following shall be paid holidays for all regular employees:

1. New Year's Day, January 1st;
2. Martin Luther King Day, third Monday in January;
3. Presidents' Day, third Monday in February;
4. Memorial Day, last Monday in May;
- 4.5. Juneteenth, June 19th;
5. ~~—~~
6. Independence Day, July 4th;
7. Labor Day, first Monday in September;
8. Veteran's Day, November 11th;
9. One-half (½) day immediately preceding Thanksgiving Day;
10. Thanksgiving Day, fourth Thursday in November;
11. Day after Thanksgiving Day, Friday after Thanksgiving;
12. One-half (½) day immediately preceding the date of observance for Christmas Day;
13. Christmas Day, December 25th.

B. Holidays Falling on Weekends. Any official City holiday that falls on a Saturday will be observed on the preceding Friday. A holiday falling on Sunday will be observed on the following Monday.

C. Floating Holiday. All regular full-time and part-time employees employed on the first day of the payroll calendar year will be awarded a floating holiday of eight (8) hours for general employees and police shift employees and 11.36 hours for fire shift employees. The use of a floating holiday is subject to advance approval by the department. Floating holiday pay must

be used before the last pay period ending date in the calendar year. Unused floating holiday pay will not carry over year to year and will not be paid out upon separation of employment, voluntary or involuntary. Floating holiday pay is nontransferable between employees and will not be considered time worked when determining overtime eligibility.

B. —

~~(Ord. 916 (part), 2003)~~

~~(Ord. No. 1058, 1-7-2013.)~~

2.56.805 - Certain employees ~~excepted~~ exempted from paid holidays.

All regular employees on a pay status receiving any pay on the scheduled workday immediately prior to and immediately after the holiday shall be accorded holiday leave as listed in Section 2.56.800.

An employee who is absent without approval on the workday preceding or following a holiday shall not be paid for the holiday.

~~(Ord. 916 (part), 2003)~~

~~(Ord. No. 1058, 1-7-2013.)~~

2.56.810 - Additional compensation for work on paid holidays.

Any employee who works during a designated city holiday shall be paid, in addition to actual hours worked, an additional eight ~~eight~~ (8) hours for general employees and police shift employees and 11.36 hours for fire shift employees his/her at the normal rate of pay during the specific holiday.

~~(Ord. 916 (part), 2003)~~

~~(Ord. No. 1058, 1-7-2013.)~~

2.56.815 - Holidays during paid time off.

Holidays that occur during an employee's absence due to paid time off shall not be counted as paid time off, but as holiday leave.

~~(Ord. 916 (part), 2003)~~

~~(Ord. No. 1058, 1-7-2013.)~~

2.56.[816] - Paid time off.

All regular employees shall accrue paid time off ~~beginning January 20, 2013, instead of vacation time and sick leave,~~ as fully set forth herein.

~~(Ord. No. 1058, 1-7-2013.)~~

~~2.56.[816.1] - Transition from vacation and sick leave to paid time off.~~

~~On January 20, 2013, all current employees transitioning to paid time off shall be entitled to a certain value in their existing vacation and sick leave. All unused vacation leave shall convert to paid time off, hour for hour, subject to paid time off caps. Every employee with sick leave shall receive credit for fifty (50) percent of accrued sick leave (sick leave credit). One half (1/2) of the sick leave credit (twenty-five (25) percent of total sick leave) shall be converted to paid time off, hour for hour, subject to paid time off caps. One half (1/2) of the sick leave credit (twenty-five (25) percent of total sick leave) may be cashed in at the employee's regular hourly pay rate (cash value), subject to all applicable income tax withholding requirements. An employee may utilize his/her cash value to fund his/her existing deferred compensation, subject to all applicable tax regulations. In the alternative, an employee may elect to convert his/her cash value to additional paid time off, hour for hour, subject to applicable paid time off caps.~~

~~(Ord. No. 1058, 1-7-2013.)~~

2.56.[816.21] - Paid time off caps.

Paid time off cap for all general employees shall be three hundred twenty (320) hours. Paid time off cap for all fire department shift employees and police shift employees shall be four hundred fifty-six (456) hours. At the end of each payroll calendar year, any employee who is over his/her the paid time off cap shall be paid for every hour over his/her the paid time off cap (cap payment), subject to applicable income tax withholding requirements.

~~At the time of transition, one time only, an employee may elect to utilize his/her cash value pay based upon a two hundred forty (240) hour cap for general employees and police shift employees and a three hundred forty (340) hour cap for fire shift employees. Police shift employees annually may elect to set their cap at either three hundred twenty (320) hours or four hundred fifty-six (456) hours.~~

In the event the City's general fund cash reserve dips below twenty (20) percent at the end of a fiscal year, the City may elect to increase paid time off caps until the following year in which the general fund cash reserve is above twenty (20) percent. Employees shall not forfeit any earned paid time off and shall continue to accrue as designated in Section 2.56.820.

~~(Ord. No. 1058, 1-7-2013.)~~

~~2.56.[816.3] - Paid time off delayed implementation.~~

~~With City Manager approval, at the City Manager's sole discretion, a current employee with a reasonable basis may delay the implementation of his/her paid time off transition. If the delayed transition occurs before the end of 2013, the employee's sick leave credit shall be calculated at thirty-three and one-third (33 1/3) percent of total sick leave. If the delayed transition occurs after 2013 and before the end of 2014, the employee's sick leave credit shall be calculated at twenty-five (25) percent of total sick leave.~~

~~(Ord. No. 1058, 1-7-2013.)~~

2.56.[816.4]2 - Extension of paid time off cap.

With City Manager approval, at the City Manager's sole discretion, any employee with a reasonable basis may extend ~~his/her~~their paid time off cap.

~~(Ord. No. 1058, 1-7-2013.)~~

2.56.[816.5]3 — Short-term and long-term disability insurance for paid time off employees.

All employees ~~who receive~~eligible for paid time off shall receive short-term and long-term disability insurance as part of their benefit package with the City. ~~The City shall pay one hundred (100) percent of the premiums for the disability insurance for the fiscal years 2012-2013 and 2013-2014. After the 2013-2014 fiscal year, the~~The premiums for short-term and long-term disability shall be determined annually and the employees may be required to cost share if the premiums increase ~~from the fiscal year 2012-2013~~. The specific terms of the disability insurance shall be negotiated annually to obtain the best value for the City and the employees.

~~(Ord. No. 1058, 1-7-2013.)~~

2.56.820 - Rate of accumulation of paid time off.

A. Paid time off shall be granted to regular full-time employees and police shift employees, other than fire shift employees, as follows:

Years of Service	Accrual Rate	Working Days	Maximum
	Per Month	Per Year	Accrual
Date of hire through 5th year	12.00 hours	18 days (144 hours)	320 hours general & 456 hours police shift employees
6th year through 10th year	14.00 hours	21 days (168 hours)	320 hours general & 456 hours police shift employees
11th year through 15th year	16.00 hours	24 days (192 hours)	320 hours general & 456 hours police shift employees

16th year through 20th year	18.00 hours	27 days (216 hours)	320 hours general & 456 hours police shift employees
21st year plus	20.00 hours	30 days (240 hours)	320 hours general & 456 hours police shift employees

B. Regular full-time employees of the fire department working a shift schedule shall be granted paid time off as follows:

Years of Service	Accrual Rate	Working Days	Maximum
	Per Month	Per Year	Accrual
Date of hire through 5th year	17.04 hours	8.52 shifts (204.48 hours)	456 hours
6th year through 10th year	19.89 hours	9.95 shifts (238.68 hours)	456 hours
11th year through 15th year	22.69 hours	11.35 shifts (272.28 hours)	456 hours
16th year through 20th year	25.49 hours	12.75 shifts (306.00 hours)	456 hours
21st year plus	28.29 hours	14.15 shifts (339.60 hours)	456 hours

C. Consecutive years of service shall be based on service time earned as a regular employee eligible for benefits. Breaks in service of no greater than six (6) months shall be bridged for the purpose of calculating consecutive years of service. Breaks in service of greater than six (6) months shall not be bridged and the last-current hire date shall be used to calculate years of service.

~~(Ord. 966, 2007; Ord. 916 (part), 2003)~~

~~(Ord. No. 1058, 1-7-2013; Ord. No. 1071, 12-2-2013)~~

2.56.825 - Incremental use, scheduling of paid time off.

Paid time off may be taken in increments of not less than one-quarterhalf ($1/4\frac{1}{2}$) hour (non-exempt employees), but the employee may only take paid time off if it has been accumulated. Any paid time off must be approved by the supervisor. The department head or designee shall be the final authority in allowing the scheduling and amount of paid time off taken.

~~(Ord. 916 (part), 2003)~~

~~(Ord. No. 1058, 1-7-2013.)~~

2.56.830 - Paid time off for part-time regular employees.

Part-time regular City employees working between twenty (20) to twenty-nine (29) hours weekly shall accrue fifty (50) percent of the normal rate accrued by a full-time employee and shall have a fifty (50) percent cap of a full-time employee. Part-time regular employees working thirty (30) to thirty-nine (39) hours weekly shall accrue seventy-five (75) percent of the normal rate accrued by a full-time employee and shall have a seventy-five (75) percent cap of a full-time employee.

~~(Ord. 916 (part), 2003)~~

~~(Ord. No. 1058, 1-7-2013.)~~

2.56.835 - Paid time off accumulation paid upon termination.

Any paid time off accumulated by an employee but not taken at the time of termination shall be paid in full, subject to applicable income tax wage withholding requirements.

~~(Ord. 916 (part), 2003)~~

~~(Ord. No. 1058, 1-7-2013.)~~

~~2.56.840 - Reserved.~~

~~Editor's note—Ord. No. 1058, adopted Jan. 7, 2013, repealed § 2.56.840, pertaining to sick leave, and derived from Ord. No. 916, adopted in 2003.~~

2.56.845-840 - Family and medical leave policy.

~~The City will provide unpaid Ffamily and medical leave will be granted to eligible employees pursuant to the federal Family and Medical Leave Act (FMLA) of 1993.—. In addition, unpaid leave will be provided to eligible employees pursuant to New Mexico regulations on Domestic Violence leave.~~

~~Details regarding the handling of compensation, paid time off usage and accrual, and benefits shall be outlined in a FMLA policy maintained by the Human Resource Director. Should an employee have accrued paid time off, during a family and medical leave event, paid time off shall be utilized.~~

~~Questions regarding or requests for FMLA should be directed to the human resource department.~~

~~(Ord. 916 (part), 2003)~~

~~(Ord. No. 1058, 1-7-2013.)~~

~~2.56.850—2.56.870—Reserved.~~

~~Editor's note—Ord. No. 1058, adopted Jan. 7, 2013, repealed §§ 2.56.850—2.56.870, pertaining to sick leave, and derived from Ord. No. 916, adopted in 2003.~~

~~2.56.875-845 - Paid time off bank.~~

~~A paid time off bank program may behas been developed to provide additional paid time off days to members of the bank other employees upon exhaustion of accumulated leave balances for qualifying eventsserious health conditions or other absence as defined under the federal Family and Medical Leave Act. Eligibility for and use of the paid time off bank will be administered according to the procedures set forth in administrative regulation.~~

~~(Ord. 916 (part), 2003)~~

~~(Ord. No. 1058, 1-7-2013.)~~

~~2.56.880-850 - Workers' compensation leave.~~

~~Workers' compensation leave shall be granted to any employee who sustains an injury or occupational disease in the course and scope of his or her employment with the City. Should the family/ and medical leave (FMLA) provisions apply to the use of workers' compensation leave, those provisions shall also apply and run concurrent with workers' compensation leave.~~

~~Workers' compensation is a "no fault" system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill due to their employment. Some exceptions are injuries caused by willful and serious misconduct or by a worker's intoxication or by an employee's voluntary participation in recreational social activities.~~

~~The City pays the entire cost of workers' compensation insurance. The insurance will cover all related medical and rehabilitation expenses and a portion of lost wages. The insurance company will also authorize the length of stay, if any, away from work.~~

~~An employee who has a job-related injury or illness shall notify their supervisor immediately. The supervisor will have the employee fill out a report and return it to the human resource department.~~

~~It is the City of Hobbs's policy to comply with applicable federal and state laws and to aide any employee whose injury or illness is determined to be compensable under the provisions of the state's Wworkers' eCompensation aAct. The City of Hobbs shall not retaliate against employees who exercise their rights under the workers' compensation laws.~~

~~(Ord. 916 (part), 2003)~~

2.56.885-855 - Workers' compensation leave amount—Conditions.

- A. An employee sustaining a workers' compensation approved, on-the-job injury shall be subject to the following:
1. If the injury or occupational disease prevents an employee from returning to work, injury leave shall be granted subject to the following conditions: Per the New Mexico Workers' Compensation statutes chapter 52, the first seven (7) calendar days from the day the injured employee leaves work as a result of the injury shall be accounted for as paid time off.
 2. If the period of injury lasts longer than 28 calendar days from the day the injured employee leaves work as a result of the injury, injury leave shall be accounted for from the day the employee first left work, as defined in Section 2.56.8690.
 3. While on workers' compensation leave, an employee shall not accrue paid time off.
 4. ~~No employee shall be otherwise employed or gainfully occupied while he is on workers' compensation leave.~~ Any work-related injury ~~which is anticipated to or does result in three (3) or more days of leave~~ shall require the employee to promptly, or at the time of being physically able to do so, submit a form specified by administrative regulation ~~from the treating physician~~ stating the cause and nature of the injury and the probable duration of disability.
- B. Prior to the employee's return to work, the treating physician may be requested to submit a written report, based on the employee's current job description, to the Human Resources Director, indicating the date the employee will become able to return to ~~their~~his position.
- C. If the employee is returning without a full release from the physician to perform the essential functions of the job, the physician's report should state what, if any, restrictions apply.
- D. It shall be the decision of the department head and Human Resource Director as to whether or not to allow the employee to return to a light or restricted duty. The department head shall consider what, if any, special projects might be available in allowing a restricted or light duty assignment in their department and the Human Resource Director shall consider what, if any, special projects might be available in allowing a restricted or light duty assignment in other City service areas. ~~However, light or restricted duty shall not extend beyond four hundred eighty (480) hours per occurrence.~~

(Ord. 916 (part), 2003)

~~(Ord. No. 1058, 1-7-2013.)~~

2.56.890-860 - Reduction of workers' compensation.

- A. Compensation payable under the Workers' Compensation Act shall be reduced by ten (10) percent when an injury is caused by the willful failure of the employee to use safety devices provided by the employer.
- B. Compensation payable under the Workers' Compensation Act shall be reduced by ten (10) percent to ninety (90) percent ~~No compensation shall be made to any employee whose when~~

an injury ~~was is~~ caused by the intoxication of the employee or willfully suffered or intentionally inflicted by the employee.

- C. Compensation payable under the Workers' Compensation Act shall be reduced by ten (10) percent to ninety (90) percent ~~No compensation shall be made to any employee whose~~ when an injury ~~was is~~ caused solely by the employee being under the influence of a depressant, stimulant or hallucinogenic drug as defined in the New Mexico Drug, Device and Cosmetic Act, or under the influence of a narcotic drug as defined in the Controlled Substances Act unless the drug was lawfully dispensed or administered to the employee by a properly licensed practitioner.

~~(Ord. 916 (part), 2003)~~

2.56.895-865 - Injuries on job.

Any employee injured on the job shall immediately report the injury to his supervisor, who shall report the injury to the ~~h~~Human ~~r~~Resources ~~d~~Department. An incident report shall be completed by the supervisor and submitted to the ~~h~~Human ~~r~~Resources ~~d~~Department within twenty-four (24) hours of the incident.

~~(Ord. 916 (part), 2003)~~

~~(Ord. No. 1058, 1-7-2013.)~~

2.56.900-870 - Workers' compensation leave—Eligibility for other leaves.

- A. An employee may use accrued paid time off to supplement workers' compensation leave benefits to receive ~~his~~ normal net salary while on workers' compensation leave until exhausted. Leave shall be deducted at the appropriate rate.
- B. When paid time off is exhausted, the employee is eligible to take leave without pay.

~~(Ord. 916 (part), 2003)~~

~~(Ord. No. 1058, 1-7-2013.)~~

2.56.905-875 - Temporary disability leave generally.

Temporary disability leave shall be governed by the terms and conditions of the family and medical leave policy.

~~(Ord. 916 (part), 2003)~~

2.56.910-880 - Administrative leave.

- A. Paid or unpaid Administrative leave may be approved by the City Manager or their designee for the good of the City's service or when inclement weather or man-made and natural disasters may create potential for injury or damage to City employees.—. In granting paid administrative leave, the City Manager or designee shall consider the safety of City employees, taxpayer dollars utilized to finance administrative leave, and the good of the City's service.
- B. Administrative leave under this section shall not constitute discipline but may be used for pending investigations. During ~~the~~ administrative leave for pending investigations, the employee shall not attend ~~his to the~~ regular work site or any other city facilities, except as designated in the notice of administrative leave, but shall remain available during normal work hours to meet with the department head as requested.
- C. When it comes to the attention of the City Manager that an employee has been charged with a crime which is a felony under the laws of the state wherein the charges are brought, the City Manager or designee may, upon determining that it is in the best interests of the City in order to protect and maintain the public's confidence and trust in city government, place the employee on unpaid administrative leave pending the outcome or disposition of the criminal charges.
- D. The basis for a determination to place an employee on administrative leave for pending investigations shall be documented in writing and shall be submitted to the employee and to the ~~human relations~~ Human Resource Director either at the time of or within twenty-four (24) hours of the commencing of the administrative leave.
- ~~D.E.~~ No other City employee outside of the City Manager or their designee has the authority to grant administrative leave.—. Administrative leave without the City Manager's or designee's approval shall not be granted and the affected employee shall receive leave without pay for the time missed or the employee may utilize paid time off.
- E.F. Any employee granting administrative leave without the City Manager's or designee's approval shall be subject to discipline, up to and including involuntary termination.

(Ord. 916 (part), 2003)

(~~Ord. No. 1058, 1-7-2013.~~)

2.56.915-882 - Court and jury duty leave.

An employee shall be granted court leave when required to perform jury duty in any municipal, county, state, or federal court or when required to serve as a non-party witness in any such court. Any employee so summoned shall immediately notify his supervisor at the City of the date and time of the impending required attendance.

Regular employees shall receive their regular pay based on the hours they are normally scheduled to work during such time of service, provided that they pay to the City any jury duty or witness fees, excluding mileage and parking reimbursement for a personal vehicle, which they receive. Jury duty or witness fees earned during holidays or paid time off shall be retained by the employee.

Any employee appearing as a plaintiff or defendant in a personal case not as a result of his capacity as an employee shall not be granted court leave, and any employee appearing as a plaintiff in an action against the City shall not be granted paid leave, unless the employee uses accrued paid time off.

This provision shall not apply to police shift employees where the current collective bargaining agreement addresses court time. The collective bargaining agreement shall control with regard to court time for police shift employees.

(Ord. 916 (part), 2003)

(~~Ord. No. 1058, 1-7-2013.~~)

2.56.920-884 — Bereavement and fFuneral leave.

If a death occurs in the immediate family of a regular employee, a bereavement and funeral leave with pay may be granted up to a maximum of three (3) occurrences per year and five (5) days total per calendar year dependent upon need, i.e., travel distance, relationship, etc. As used in this section, the term "immediate family" shall be defined as husband or wife legal spouse, child, stepchild, son-in-law or daughter-in-law, brother or sister, brother-in-law or sister-in-law, stepbrother, stepsister or stepsister, stepbrother-in-law or stepsister-in-law, parent, stepparent, father-in-law, mother-in-law, brother in law, sister in law, grandfather, grandmother, grandfather-in-law, grandmother-in-law and grandchild. ~~The employee may be required to provide valid proof of death upon request and shall notify the immediate supervisor prior to taking funeral leave.~~

If a death occurs in the family of an employee which does not qualify for paid bereavement and funeral leave as outlined above, the employee will be required to use paid time off for absences.—. If the employee does not have a balance of paid time off available for use, unpaid time off at the sole discretion of the department head (less than three (3) days) or the City Manager (three (3) or more days) upon need, i.e., travel distance, relationship, etc.

Pay for bereavement and funeral leave is computed at the regular hourly rate to a maximum of eight (8) hours for one day, except for Police or Fire employees who accrue at a higher rate.—. Time off granted in accordance with this policy will not be credited as time worked for the purpose of computing overtime.

The City reserves the right to request verification of the absences in the form of a death certificate, newspaper article, letter from the funeral home, or as otherwise approved by the Human Resource Director prior to granting bereavement and funeral leave.—. The employee may be required to provide valid proof of death upon request and shall notify their immediate supervisor as soon as practical and prior to taking bereavement and funeral leave.

(Ord. 916 (part), 2003)

(~~Ord. No. 1058, 1-7-2013.~~)

2.56.925-886 - Military leave.

The City is committed to protecting the employment and reemployment rights of employees who are uniformed service members. In accordance with federal and state law, it is the policy of the City that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States.

The uniformed services consist of: Army, Navy, Marine Corps, Air Force, and Coast Guard; Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, and Coast Guard Reserve; Army National Guard and Air National Guard; Commissioned Corps of the Public Health Service; and any other category of persons designated by the President in time of war or emergency.—.

Employees taking part in a variety of military duties are covered under this policy.—. Such military duties include leaves of absence taken by members of the uniformed services, including active duty and active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, time spent being examined to determine fitness to perform such service, funeral honors duty performed by National Guard or Reserve members, and duty performed by intermittent employees of the National Disaster Medical System when activated for a public health emergency and approved training to prepare for such service.

The purpose of this policy is to provide employees with a general description of their military leave rights. In the event this policy provides for less than the Uniformed Services Employment and Reemployment Act, employees will be afforded all rights required by law.

Employees eligible under this policy ~~Military leave shall be allowed in accordance with applicable laws. Employees who are members of organized units of the army or air national guard or army, air force, navy, marine or coast guard reserves~~ shall be given not more than fifteen (15) working days' (a working day equals an employee's normal shift, i.e., fire shift employee's day is twenty-four (24) hours) military leave with pay per federal fiscal year when they are ordered to duty for training. Unused military leave may be carried over to the following year, not to exceed a total of thirty (30) leave days in a federal fiscal year. This military leave is in addition to other leave or paid time off to which the employee is otherwise entitled.

~~(Ord. 916 (part), 2003)~~

~~(Ord. No. 1058, 1-7-2013.)~~

2.56.930 - Reserved.

Editor's note—~~Ord. No. 1058~~, adopted Jan. 7, 2013, repealed the section catchline for Section 2.56.930, "Military training leave," and combined its provisions with Section 2.56.925.

2.56.935-888 - Unauthorized leave.

Any unapproved absence from work shall be considered unauthorized and may be subject to disciplinary action, up to and including dismissal involuntary termination. ~~All unauthorized leave shall be originally recorded as leave without pay. Upon investigation of the unauthorized leave, the department head may change the leave to paid time off without losing the right to discipline the employee.~~

~~(Ord. 916 (part), 2003)~~

~~(Ord. No. 1058, 1-7-2013.)~~

2.56.940-890 - Suspension of paid leave.

The City Manager shall reserve the right to postpone all paid leave for an employee in an emergency, except authorized workers' compensation leave and family and medical leave.

~~(Ord. 916 (part), 2003)~~

~~(Ord. No. 1058, 1-7-2013.)~~

2.56.945-892 - Leave without pay.

For the good of the service and at the employee's request, the City Manager may grant a period of leave without pay to any regular employee for a period of time not to exceed one (1) year. For the good of service and at the employee's request, a department head may grant a period of leave without pay to any regular employee for a period of time not to exceed three (3) consecutive workdays.

After the third (3rd) consecutive day of leave without pay, all accruals will stop for the remainder of the pay period.—. Accruals will resume on the pay period following the employee's return to regular work schedule.—. Written notification to stop leave accruals must be provided by the department head to the finance department, human resource department, and the City Manager.

Employees on leave without pay and whose bi-weekly pay is not sufficient to cover the employee portion of insurance premiums will be required to enter into a repayment agreement upon return to work.

~~(Ord. 916 (part), 2003)~~

2.56.950894 – Insurance Benefits.

All full-time and part-time employees are eligible for health insurance as part of their benefit package with the City. The premiums and coverages shall be determined annually, and

employees may be required to cost share premiums. The specific terms of the health insurance shall be negotiated annually to obtain the best value for the City and the employees.

Employees who enroll in employee plus one or family coverage health benefits are eligible for continuation of benefits upon their death while being actively employed by the City at time of death. Upon notification of death of an active employee, the City will continue current health benefit enrollments for three (3) consecutive months at no cost to the family of the deceased employee. The three (3) month coverage period will start on the first day of the month following the date of death of the employee. The City will pay the full premium and claim amounts associated with those benefits. At the end of the three (3) month period, benefits will transition to an optional Consolidated Omnibus Budget Reconciliation Act (COBRA) eligible plan that can be selected by the team member's deceased employee's family to continue current benefits at their own cost.

Upon separation of employment (voluntarily or involuntarily for reasons other than gross misconduct) or for employees who have their hours reduced below the required amount necessary to participate in the City-sponsored plan the City will notify eligible employees of their ability to participate in an optional Consolidated Omnibus Budget Reconciliation Act (COBRA) eligible plan to continue current benefits at their own cost.

2.56.960896 – Longevity Pay :

Regular full-time and part-time employees who meet eligibility requirements as outlined in by administrative regulation may receive a longevity payment.

PERA rules require that longevity payments be subject to PERA withholding. While this decreases the cash amount received by the employee, it increases the amount calculated for the final average salary for PERA retirement purposes.

The City reserves the right to cancel this program if funding is not continued as part of the annual budgeting process.

2.56.965898 – Bilingual incentive pay

To serve an ethnically diverse community, the City shall incentivize employees who possess the ability and willingness to aid Spanish-speaking citizens. The City Manager may incentivize the ability to speak languages other than Spanish as long as proficiency can be measured utilizing the City-selected language proficiency test.

Eligibility: Regular, benefit eligible employees in an active status (FMLA and Military Leave not included) and who have completed a certification with the City-selected language proficiency test (Public safety examination for certified police and fire employees and a commercial test for general employees).

The cost of the first examination will be paid by the City for each eligible employee.—. Employees not successful in their first attempt will be responsible for the cost of any subsequent attempts.

Upon receiving certification, the employee will receive a fifteen hundred (\$1500) dollar, less all applicable taxes and applicable wage withholdings, incentive payment.

Employees who complete four (4) hours of continuing education units in Spanish recognized and paid for by the an annual recertification with the City-selected language proficiency test (Public safety examination for certified police and fire employees and a commercial test for general employees) City prior to each annual anniversary date, will be eligible for an additional fifteen hundred (\$1500) dollar incentive payment.

The cost of the first recertification examination will be paid by the City for each eligible employee. Employees not successful in their first attempt will be responsible for the cost of any subsequent attempts.

The City reserves the right to cancel this program if funding is not continued as part of the annual budgeting process.

Article 9 - Employee Conduct

2.56.1000-900 - Participation in political ~~campaigns~~activity.

Employees may participate in any Federal, State, county, or local political campaign, provided that such participation is conducted away from any City office or City work site and is not conducted during working hours. Participation in any political activities should in no way suggest the support of the City.—.

A. The following activities are prohibited while on-duty:

1. Demonstrating;
2. Circulating petitions;
3. Soliciting votes or contributions;
4. Fundraising;
5. Use of city equipment or resources for making or distributing political messages or materials;
6. Other activities not considered part of the employee's normal duties that are intended in any way to benefit a political campaign.—.

B. Political messages that are inappropriate or offensive to co-workers are prohibited.

C. Harassment of co-workers or citizens regarding political preferences will not be tolerated.

All employees should be able to vote either before or after regularly assigned work hours. In accordance with state law, employees whose workday begins within two (2) hours of the polls opening and ends less than (3) hours before polls close are entitled to up to two (2) paid hours of leave to vote. Supervisors may set the time for leave to vote based on staffing and needs of the department. Time off for voting should be reported and coded appropriately on timekeeping records.

D.—

(Ord. 916 (part), 2003)

2.56.4010-910 - Election to municipal office—Resignation required.

Any employee elected to municipal office in the City shall resign from the employ of the City.

(Ord. 916 (part), 2003)

2.56.4020-920 - Outside employment.

- A. An employee is free to pursue any outside employment, including self-employment, provided that there is no conflict of interest, the employment does not occur during the assigned working hours of the employee, and the efficiency of the employee is maintained. Further definition of a conflict of interest can be found in 2.56.4065965 – Conflict of Interest and Ethical Behavior.
- B. The employee must submit a ~~written request~~Request for Authorization to Pursue Outside Employment to the department head and the City Manager for authorization to pursue outside employment. The department head and City Manager shall approve requests in accordance with subsection (A) of this section. If, at any time, the department head and City Manager determines that an employee should not continue outside employment, the department head and the City Manager may require that such employment cease.
- C. All requests and authorizations for outside employment shall be maintained in the employee’s personnel file in the human resource department.

(Ord. 916 (part), 2003)

2.56.4030-930 - Special job requirements—Residency—Telephone at residence.

The department head may require that any incumbent in a specific City position may be required to live within a certain distance of the City facility where ~~he or she~~they regularly reports to work and have a telephone ~~at his or her residence~~ for reasons related to the emergency response or callback provisions of ~~his or her~~the job description.

(Ord. 916 (part), 2003)

2.56.1040-940 - Union agreements.

Any issue covered in a City collective bargaining agreement takes precedence over the same issue in this chapter. All issues not covered in such agreements shall be subject to this chapter.

(Ord. 916 (part), 2003)

2.56.1050-950 - ~~Dress Attire and grooming~~ standards.

The City requires employees to maintain a neat and clean appearance that is appropriate for the workplace setting and for the work being performed. The department head may establish written standards regulating ~~dress and appearance~~ attire and grooming for the respective departments for the purpose of maintaining either safety standards or a professional working environment. The City will reasonably accommodate a staff member's religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship. Employees requesting a workplace attire accommodation based on religious beliefs should be referred to the human resource department.

Supervisors should communicate any department-specific workplace attire and grooming guidelines to staff members during orientation. Any questions about the department's guidelines for attire should be discussed with the employee's immediate supervisor.

Any employee who does not meet the attire or grooming standards will be subject to disciplinary action, up to and including involuntary termination, and may be asked to leave the premises to change clothing. Hourly employees will not be compensated for any work time missed because of failure to comply with designated workplace attire and grooming standards.

(Ord. 916 (part), 2003)

2.56.1060-960 – Workplace Violence

The City does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities, including but not limited to, causing physical injury to another person; making threatening remarks; displaying aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress; intentionally damaging the property of the City, a citizen, or another employee; and committing acts of sexual harassment or domestic violence.

Any potentially dangerous situations must be immediately reported to a supervisor or the human resource department. Reports can be made anonymously, and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately, and information will be disclosed to others only on a need-to-know basis.

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including involuntary termination. Nonemployees engaged in violent acts on the employer's premises will be reported to the proper authorities.

2.56.4065965 – Conflict of Interest and Ethical Behavior

~~—Employees shall conduct the City’s business with integrity and comply with all applicable laws in a manner that excludes considerations of personal advantage or gain—. Employees should avoid any situation which involves or may involve a conflict between their personal interest and the interest of the City. As in all other facets of their duties, employees dealing with citizens, suppliers, contractors, or any person doing or seeking to do business with the City are to act in the best interest of the City. Each employee shall make prompt and full disclosure in writing to their manager of any potential situation which may involve a conflict of interest or ethical violation. Such conflicts and violations may include, but are not limited to:~~

- ~~—Ownership by an employee or by a member of their family of a significant interest in any outside enterprise which does or seeks to do business with the City. Exceptions to this can be approved by the City Manager.~~
- ~~—Serving as a director, officer, partner, consultant, or in a managerial or technical capacity with an outside enterprise which does or is seeking to do business with the City. Exceptions to this can be approved by the City Manager.~~
- ~~—Acting as a broker, finder, go-between, or otherwise for the benefit of a third party in transactions involving or potentially involving the City or its interests.~~
- ~~—Any other arrangements or circumstances, including family or other personal relationships, which might dissuade the employee from acting in the best interest of the City.~~

~~A. Acceptance of gifts, services, discounts, entertainment, or considerations of any kind from suppliers or contractors that are a violation of applicable law and generally accepted ethical standards. All conflicts of interest and ethical requirements for City employee’s shall strictly comply with the City of Hobbs Code of Conduct, as may be amended from time to time, set forth in Chapter 2.01 of the Hobbs Municipal Code.~~

2.56.4070970 – Drug and alcohol use.

~~The City is committed to providing a safe and productive work environment. Alcohol and drug abuse poses a threat to the health and safety of employees and to the security of the City’s equipment and facilities. For these reasons, the City is committed to the elimination of drug and alcohol use and abuse in the workplace.—. The City reserves the right to conduct drug and alcohol testing in instances of pre-employment, reasonable suspicion, federal or state requirements of random testing for specified positions, and post-accident as outlined in administrative regulation.~~

- ~~A. The Drug and Alcohol regulations of the City will be administered by the Human Resource Director.~~
- ~~B. Applicants who refuse to cooperate in a drug test or who test positive will not be hired.~~
- ~~C. Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture, or dispense an illegal drug in violation of this policy will be subject to disciplinary action up to and including involuntary termination.~~

- D. Employees who test positive, or otherwise violate this policy, will be subject to discipline, up to and including involuntary termination.
- E. Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the testing facility will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed on a need-to-know basis and may also be disclosed when relevant to a charge, claim, or other legal proceeding initiated by or on behalf of an employee or applicant.

2.56.4075975 - Workplace safety and incident reporting.

The City is committed to providing a safe and healthful workplace.—. By providing training and equipment, the City will help employees perform their jobs more safely.—. All employees play a vital role in reducing workplace incidents.—. Employees are required to follow safe procedures and carry out work in a safe manner and are ultimately responsible for their own safety.—. The reporting of accidents and incidents involving City employees, property damage, and near miss reporting will be regulated by administrative regulation and monitored by the City Manager and Human Resource Director.—. Employees who violate the City’s safety rules may be subject to discipline, up to and including involuntary termination.

Article 10 - Grievances

2.56.4100-1000 - Informal grievances.

The purpose of informal grievance procedures is to provide employees, in an atmosphere of courtesy and cooperation, an equitable solution to problems or complaints ~~which may affect employees in the course of their employment with the City~~ regarding an alleged violation of the City’s Personnel Rules outlined in Chapter 2.56 of the Hobbs Municipal Code, a written department policy, and administrative regulation, or another written condition of employment. When applicable, the informal grievance procedure allows employees to voice complaints concerning alleged ~~improper actions~~ violations of the aforementioned written conditions of employment ~~of~~ by employees, supervisors, or management. The informal grievance procedure does not apply to written reprimands, suspensions, involuntary demotions, and involuntary terminations.

(Ord. 916 (part), 2003)

2.56.10420 - Informal grievance procedure.

- A. The following steps comprise the informal grievance procedure.
 - 1. Meeting with Supervisor.
 - a. The employee is required to contact ~~his or her~~ their supervisor in writing within five (5) calendar days of the incident or action being grieved to discuss the same.

- b. Within five (5) working days of the completion of the meeting, the supervisor shall provide the employee with a written decision.

2. Meeting with Department Head.

- a. The employee may appeal the decision of the supervisor to the department head in writing within three (3) working days of the receipt of the supervisor's written decision.
- b. The department head shall meet with the employee within five (5) working days of receiving the grievance to discuss the grievance. The department head will provide the employee with a written decision within ten (10) workdays of the meeting.

3. Meeting with City Manager.

- a. Within three (3) workdays of receiving the department head's decision, the employee may appeal the decision to the City Manager.
- b. The employee and one (1) witness of ~~his or her~~the employee's choice (if desired) and the department head shall meet with the Human Resource Director and the City Manager or ~~his or her~~designee to discuss the grievance within five (5) working days of receipt of the written request by the City Manager. Within ten (10) working days of the meeting, the City Manager shall advise the employee of ~~his or her~~the decision in writing. The City Manager's decision shall be final.

- B. Time limits may be extended at the request of either party involved in subsections (A)(1), (A)(2) or (A)(3) of this section. A request for extension of time shall be made to the Personnel-Human Resource Director.

~~(Ord. 916 (part), 2003)~~

2.56.10130 - Conditions or actions not grievable.

The following are not grievable:

- A. Employee complaints of bullying, retaliation or discrimination or harassment based on race, color, religion, sex, sexual orientation, age, national origin, physical or mental ~~disability or serious~~disability, serious medical condition, or any other legally protected characteristic. These allegations should be reported ~~directly to the City Manager or Personnel Director~~ in compliance with the City's discrimination and harassment reporting procedures.
- B. Matters where the City is without authority to act or does not have the ability to provide a remedy.
- C. Dismissal-Involuntary termination of probationary employees prior to the expiration of their probationary period.
- D. Release of temporary or seasonal employees prior to or at the end of their anticipated employment period.
- E. Dismissal-Involuntary termination of department heads at any point during their employment with the City.

- F. Reassignments, transfers, temporary assignments, removal from temporary assignments, promotions, involuntary demotions, terminations, or layoffs.
- G. Performance appraisals, merit recommendations, verbal counselings, written reprimands, suspension, or selection for vacant positions.

(Ord. 916 (part), 2003)

Article 11 – General Repealer

2.56.1100 – Prior Versions Repealed.

All prior versions of any generally applied personnel rules for the City of Hobbs, whether adopted by resolution or ordinance, that are inconsistent with the provisions outlined herein are hereby repealed in their entirety. This section does not apply to department-specific rules, administrative regulations, or any collective bargaining agreement on the condition that any of these documents are not inconsistent with the provisions outlined in this Chapter.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2022.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 7, 2022

SUBJECT: ANNEXATION OF A PORTION OF SECTION 9, TOWNSHIP 18 SOUTH, RANGE 38 EAST--FIRST READING OF ORDINANCE TO APPROVE THE TRACT 5, LYNCH SUBDIVISION ANNEXATION AND AUTHORIZE PUBLICATION OF ORDINANCE.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: February 28, 2022
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: The Annexation Of Tract 5 of the Lynch Subdivision is located within Section 9, Township 18 South, Range 38 East and contains +/- 19.346 acres. The annexation proposal was presented to the Planning Board at the February 15, 2022 meeting. After review the Planning Board recommended approval to the Commission with a 5-0 vote. If the Commission authorizes publication of the attached Ordinance, final review and adoption of the Ordinance would occur in April.

Fiscal Impact:

Reviewed By: _____
Finance Department

The positive financial impact of the new development should offset any expenses that the City will incur from the new development being included within the City.

Attachments: Annexation Ordinance; Annexation Plat and Petition; and Draft Planning Board Minutes.

Legal Review:

Approved As To Form:
Efrén A. Cortez
City Attorney

Recommendation:

Staff recommends that the Commission consider approval of the Publication of the Ordinance Consenting to the Tract 5, Lynch Subdivision Annexation Of A Portion Of Section 9, Township 18 South, Range 38 East.

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
ORDINANCE NO. _____.

AN ORDINANCE CONSENTING TO THE ANNEXATION OF TRACT 5, OF THE LYNCH SUBDIVISION BEING A PORTION OF SECTION 9, TOWNSHIP 18 SOUTH, RANGE 38 EAST, WHICH IS PRESENTLY NOT INCLUDED IN THE CITY LIMITS, AS REQUESTED BY THE OWNER OF THE PROPERTY, AND AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, the owner of the property have petitioned the City of Hobbs to annex to the City an area in Section 9, Township 18 South, Range 38 East, N.M.P.M Lea County, New Mexico , and containing +/- 19.346 acres; and

WHEREAS, the property is contiguous to the present corporate limits of the City, and the Petitioner is the majority of land owned within the annexation boundary; and

WHEREAS, the Planning Board conducted a Public Meeting on February 15, 2022 regarding the annexation, and after discussion of the proposal, the Planning Board unanimously recommended approval of the Annexation by a 5-0 vote; and

WHEREAS, The City Commission has determined that it is in the best interests of the City of Hobbs to annex such territory.

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, as follows:

1. That the petition requesting annexation of property into, which lands are presently outside of, the City limits hereby is approved and such territories are shown and described upon the Annexation Plat attached as Exhibit A, which is incorporated herein, hereby is annexed into the City of Hobbs.

2. That the Hobbs City Clerk will file the Annexation Ordinance and Plat with the Lea County Clerk after approval by the City Commission.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2022.

SAM D. COBB, MAYOR

ATTEST:

JAN FLETCHER, CITY CLERK

PETITION FOR ANNEXATION

COMES NOW, Maria Ndey (PETITIONER), and petitions the governing body of the City of Hobbs for its consent by ordinance for the annexation of that portion of Tract 5 to the City of Hobbs, more particularly described as follows:

REFER TO ATTACHED MAP & DEED

and Petitioner states in support of such Petition, pursuant to Section 3-7-17.1 of the New Mexico Statutes Annotated (1978) that:

1. The property petitioner wishes to be annexed and the real property is contiguous to the present municipal boundary of the City of Hobbs.
2. The petitioner is owner of a majority of the number of acres in the proposed annexation territory.
3. An Annexation Plat is attached hereto showing the boundaries of the real property proposed for annexation and the relationship of such property to the present municipal boundaries of the City of Hobbs.

Petitioner: _____
By: Maria Ndey
Its: Owner

Date

Return to First American Title Insurance Company
File No. 14411-2551163 CS

LEA COUNTY, NM
KEITH MANES, COUNTY CLERK
63048
Book 2172 Page 75
1 of 1
10/22/2020 11:30 AM
BY ANGIE BEAUCHAMP

WARRANTY DEED

Elizabeth D. Lynch, a single woman, for consideration paid, grant to Maria Ndey, a married woman whose address is 3830 N. Grimes St. #9, Hobbs, NM 88240, the following described real estate in Lea County, New Mexico.

For **Surface** Title **Only:**
Tract Five (5) of the Lynch Subdivision to Lea County, New Mexico, as referenced on that certain Plat filed January 23, 2015, in Book 1939, Page 158, Lea County Records, Lea County, New Mexico.

Subject to reservations, severances, restrictions, and easements of record and taxes for the year 2021 and subsequent years.

with warranty covenants.

Including all water rights appurtenant thereto, if any

WITNESS our hands and seal this 21st day of October, 2020.

Elizabeth D Lynch
Elizabeth D. Lynch

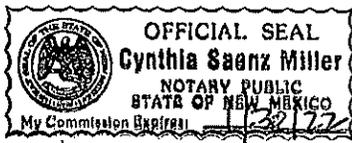
Individual Capacity

State of New Mexico)
County of Lea)

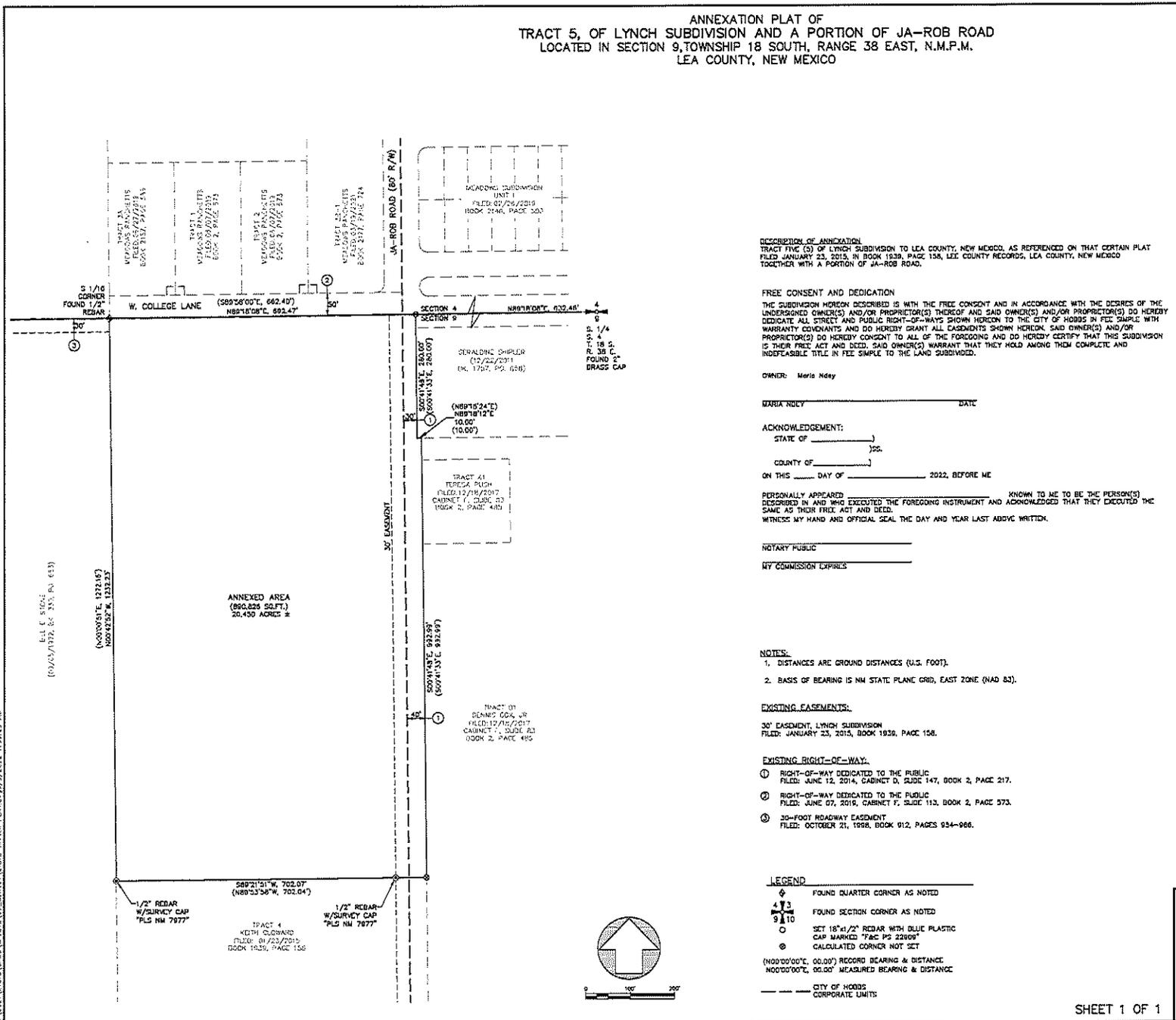
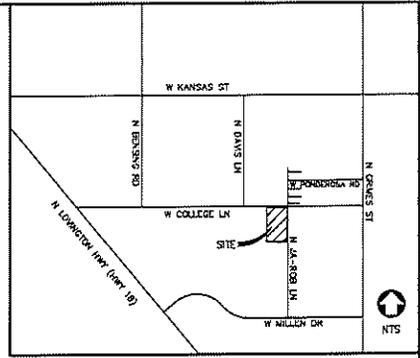
This instrument was acknowledged before me on the 21st day of October, 2020, by Elizabeth D. Lynch.

My commission expires:

[Signature]
Notary Public



**ANNEXATION PLAT OF
TRACT 5, OF LYNCH SUBDIVISION AND A PORTION OF JA-ROB ROAD
LOCATED IN SECTION 9, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M.
LEA COUNTY, NEW MEXICO**



DESCRIPTION OF ANNEXATION
TRACT FIVE (5) OF LYNCH SUBDIVISION TO LEA COUNTY, NEW MEXICO, AS REFERENCED ON THAT CERTAIN PLAT FILED JANUARY 23, 2015, IN BOOK 1939, PAGE 158, LEA COUNTY RECORDS, LEA COUNTY, NEW MEXICO TOGETHER WITH A PORTION OF JA-ROB ROAD.

FREE CONSENT AND DEDICATION
THE SUBDIVISION HEREON DESCRIBED IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND/OR PROPRIETOR(S) THEREOF AND SAID OWNER(S) AND/OR PROPRIETOR(S) DO HEREBY DEDICATE ALL STREET AND PUBLIC RIGHT-OF-WAYS SHOWN HEREON TO THE CITY OF HOBBS IN FEE SIMPLE WITH WARRANTY COVENANTS AND DO HEREBY GRANT ALL EASEMENTS SHOWN HEREON, SAID OWNER(S) AND/OR PROPRIETOR(S) DO HEREBY CONSENT TO ALL OF THE FOREGOING AND DO HEREBY CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED, SAID OWNER(S) WARRANT THAT THEY HOLD AMONG THEM COMPLETE AND INDEFEASIBLE TITLE IN FEE SIMPLE TO THE LAND SUBDIVIDED.

OWNER: Maria Noley
DATE: _____
STATE OF: _____
COUNTY OF: _____

ACKNOWLEDGEMENT:
STATE OF _____
COUNTY OF _____
ON THIS _____ DAY OF _____, 2022, BEFORE ME

PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.
WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

NOTES:
1. DISTANCES ARE GROUND DISTANCES (U.S. FOOT).
2. BASIS OF BEARING IS NM STATE PLANE GRID, EAST ZONE (NAD 83).

EXISTING EASEMENTS:
30' EASEMENT, LYNCH SUBDIVISION
FILED: JANUARY 23, 2015, BOOK 1939, PAGE 158.

EXISTING RIGHT-OF-WAY:
① RIGHT-OF-WAY DEDICATED TO THE PUBLIC
FILED: JUNE 13, 2014, CABINET D, SLICE 147, BOOK 2, PAGE 217.
② RIGHT-OF-WAY DEDICATED TO THE PUBLIC
FILED: JUNE 07, 2015, CABINET F, SLICE 113, BOOK 2, PAGE 573.
③ 30-FOOT ROADWAY EASEMENT
FILED: OCTOBER 21, 1998, BOOK 912, PAGES 934-986.

LEGEND

 FOUND QUARTER CORNER AS NOTED
 FOUND SECTION CORNER AS NOTED
 SET 18"x1/2" REBAR WITH BLUE PLASTIC CAP MARKED "F&C P2 22609"
 CALCULATED CORNER NOT SET
 (N00°00'00" 00.00') RECORD BEARING & DISTANCE
 (N00°00'00" 00.00') MEASURED BEARING & DISTANCE
 CITY OF HOBBS CORPORATE LIMITS

CERTIFICATE OF MUNICIPAL APPROVAL
I, KEVIN ROBINSON, DEVELOPMENT DIRECTOR FOR THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, DO HEREBY CERTIFY THAT THE FOREGOING PLAT IN THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, WAS REVIEWED AND DEEMED COMPLIANT WITH THE MUNICIPAL SUMMARY PROCESS REGULATIONS ON THIS _____ DAY OF _____, 2022.

ATTEST: JAN FLETCHER, CITY CLERK

ACKNOWLEDGMENT
STATE OF _____
COUNTY OF _____
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, BY KEVIN ROBINSON AND JAN FLETCHER.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

CERTIFICATE OF APPROVAL BY THE CITY OF HOBBS PLANNING BOARD:
THE PLAT, RESTRICTIONS AND DEDICATION APPROVED AND ACCEPTED THIS _____ DAY OF _____, 2022 A.D. BY THE CITY PLANNING BOARD OF HOBBS NEW MEXICO.

CHAIRMAN: WILLIAM M. HICKS, III
STATE OF: _____
COUNTY OF: _____
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, BY WILLIAM M. HICKS, III.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATION
I, ROBERT J. FIERRO, NEW MEXICO PROFESSIONAL SURVEYOR NO. 22806, DO HEREBY CERTIFY THAT THIS PLAT OF SURVEY WAS PREPARED FROM FIELD NOTES OF AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION THAT IT ACCURATELY MEETS THE STANDARDS FOR LAND SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS.

ROBERT J. FIERRO, N.M.P.S. No. 22806

 Date _____

Fierro & Company
ENGINEERING | SURVEYING
8300 MONTANO ROAD NW, SUITE C
ALBUQUERQUE, NH 87120
PH 505.352.8030
www.fierrocompany.com

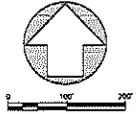
STATE OF NEW MEXICO
COUNTY OF LEA
FILED
CABINET _____
SLICE _____

2:\2022\10\04\04\05\HELVN\05-3151\1005-PLAN\04-21\172022_7-18-22.dwg

ELL E WEGE
(602) 472-8335, EN 613

MONSIEUR, UTAS
(505) 252-1312

ANNEXED AREA
(800,825 SQ.FT.)
20.430 ACRES ±





Untitled Map
Write a description for your map

Legend
College Lane Elementary School
Feature 1

COLLEGE AVE.

JA-ROB

Proposed Annexation

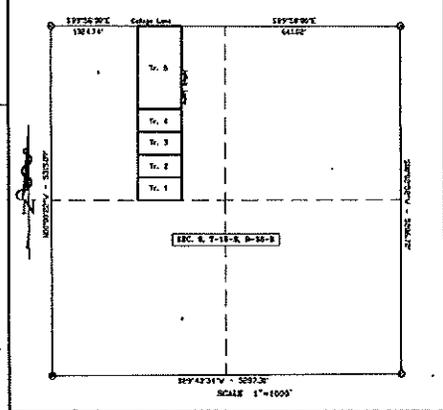
JA-ROB

Google Earth



5016

LYNCH SUBDIVISION
 A TYPE THREE-A SUBDIVISION
 DEVELOPER - ELIZABETH LYNCH
 SECTION 9, TOWNSHIP 18 SOUTH, RANGE 38 EAST,
 N.M.P.M., LEA COUNTY, NEW MEXICO



LEGAL DESCRIPTION

THAT THE SUBDIVISION DOWN HEREIN AND HERETO DESIGNATED AS PLOTS 1-4, LYNCH SUBDIVISION LEA COUNTY, NEW MEXICO CONSISTING OF A TRACT OF LAND LOCATED IN SECTION 9, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO AND BEING A TRACT OF LAND CONVEYED TO ELIZABETH LYNCH AS DESCRIBED IN BOOK 1286, PAGE 287 OF THE LEA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO THE SOUTH AND EAST 20 FEET SUBJECT TO AN EASEMENT FOR FRONT OF WAY FOR VEHICLES AND ROAD PURPOSES.

Said property as filed in BOOK 1286, PAGE 287, LEA COUNTY CLERK'S OFFICE IS BEING SUBDIVIDED INTO THE FIRST CONDITION AND IN ACCORDANCE WITH THE RECORDS OF THE UNRECORDED OWNER THEREOF AND IS DIVIDED AND SUBDIVIDED ACCORDING TO THE TRACTS AS SET FORTH ON THE PLAN HERETO HEREIN.

IN WITNESS WHEREOF, THE UNRECORDED OWNER OF SAID LAND HAVE HERETO SET HIS HAND AND SEAL THE DAY OF DECEMBER, 2014.

Elizabeth Lynch
 ELIZABETH LYNCH



STATE OF NEW MEXICO }
 COUNTY OF LEA }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 16th DAY OF DECEMBER, 2014 BY ELIZABETH L. LYNCH

MY COMMISSION EXPIRES 2-21-18 *Christy Lee Lewis*
 COUNTY CLERK

CERTIFICATE OF APPROVAL
LEA COUNTY PLANNING AND ZONING BOARD

BE IT FOUND THAT THE PLAN OF LYNCH SUBDIVISION CONSISTING OF LAND SHOWN AS A PROPOSED SUBDIVISION LEA COUNTY, NEW MEXICO WAS SUBMITTED TO THE LEA COUNTY PLANNING AND ZONING BOARD, NEW MEXICO, AS REQUIRED BY A RESOLUTION OF THE BOARD OF DECEMBER, 2014 A.D., AND THE SUBDIVISION AS SHOWN ON THE ATTACHED PLAN WAS THEREAFTER APPROVED AND ACCEPTED BY A MAJORITY OF THE MEMBERS OF THE SAID BOARD.

IN WITNESS WHEREOF, THE PLANNING AND ZONING BOARD OF LEA COUNTY, NEW MEXICO HAS CAUSED THIS RESOLUTION TO BE SIGNED BY ITS CHAIRMAN AND FILED BY THE COUNTY CLERK OF LEA COUNTY, NEW MEXICO ON THE 23rd DAY OF DECEMBER, 2014.

Pat Chappelle
 COUNTY CLERK

Kelli Nickson
 CHAIRMAN

STATE OF NEW MEXICO }
 COUNTY OF LEA }

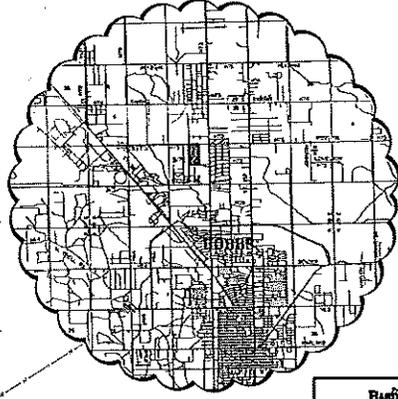
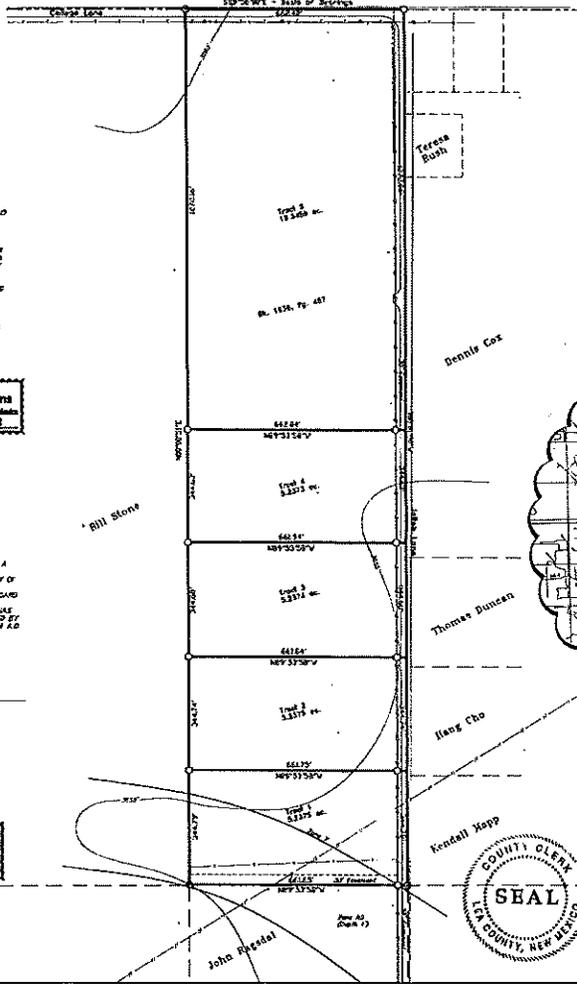
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23rd DAY OF DECEMBER, 2014 BY THE ABOVE COUNTY CLERK AND CHAIRMAN OF THE LEA COUNTY PLANNING AND ZONING BOARD.

MY COMMISSION EXPIRES 10-23-2017 *Beverly Wallford*



CERTIFICATE OF SURVEY
 I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF A SURVEY MADE IN THE FIELD UNDER MY SUPERVISION AND MEETS THE REQUIREMENTS OF THE MINIMUM STANDARDS OF SURVEYING PRACTICE AS REQUIRED BY THE NEW MEXICO STATE BOARD OF PROFESSIONAL ENGINEERS AND SURVEYORS. THIS IS A SURVEY PLAN OF A SUBDIVISION OF LAND AS PROVIDED BY THE UNRECORDED OWNER THEREOF.

John Marshall
 SURVEYOR



- LEGEND**
- 1/2" 1/2" REBAR
 - 1/2" BRASS CAP
 - 1/2" ALUM CAP
 - 1/2" BR. SPIC
 - 1/2" STEEL PIN
 - 1/2" 1/2" REBAR
 - 1/2" NAIL
 - BURIED PIPELINE
 - 2 1/2" GAS LINE



0 200 400 FEET
 SCALE 1" = 200'

Blair Surveys
 228 N. 1st Street, Suite 200
 P.O. Box 10000, El Paso, TX 79901-1000
 PH: 915-791-7200 FAX: 915-791-2844

STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED
 January 23, 2015
 AT 8:28 O'CLOCK P.M.
 AND RECORDED IN BOOK 1489
 PAGE 158
 PAT CHAPPELLE, LEA COUNTY CLERK
 BY *Pat Chappelle* DEPUTY

Communications from Citizens

There were no communications from citizens.

Action Items

3.) Review and Consider Proposed Annexation of +/- 19.34 acres of property located southwest of the intersection of College Lane and Ja-Rob.

Mr. Robinson explained the proposed annexation of +/- 19.34 acres of property located southwest of the intersection of College Lane and Ja-Rob.

In response to Mr. Kesner's question, Mr. Robinson stated the utilities for the NDEY Subdivision does not have to be extended to the end of the subdivision. Mr. Robinson stated the subdivision has been proposed to the municipality as a two-phase subdivision. He explained Tract 1 will be further subdivided during phase two. Mr. Robinson further stated every tract that is being created north of Tract 1 will be served by the public infrastructure being installed when Tract 1 is further subdivided. Mr. Robinson explained the infrastructure will be extended south of Ja-Rob. He said the annexation is only to accept the property within the municipality.

Mr. Donahue made a motion, seconded by Mr. Drennan to recommend to approve the annexation. The vote on the motion was 5-0 and the motion carried.

4.) Review and Consider NDEY Subdivision, Unit 1 Preliminary Plat Approval, as presented by property owner Maria Ndey.

Mr. Robison stated this is the NDEY Subdivision, Unit 1 Preliminary Plat approval. The NDEY Subdivision is located north of Tract 1. It will create lots one through five, with a remainder piece will be Tract 1. Mr. Robinson stated the engineering is being reviewed by staff.

In response to Mr. Hick's question, Mr. Robinson said the rearranging of the access of lots six from College Lane to Ja-Rob Lane should not affect the development. He further said City staff will discuss the rearrangement of the access points with the owner of the property. Mr. Robinson said College Lane is a major collector with restricted access. Mr. Robinson said City staff is wanting to restrict the amount of access points on College Lane. He further stated the rearrangement of lot six is not a negative impact on the developer. He said City staff prefers to access from Ja-Rob because it eliminates a driveway off of College Lane. Mr. Robinson said City staff always reviews the configuration of the lots to make sure that every lot being created is going to be served by the infrastructure standards. City staff primarily reviews the preliminary plat approval and all of the engineering and infrastructure. The reconfiguration should not change depending on what the development plans are for the layout of Tract 1.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 7, 2022

SUBJECT: CONSIDERATION TO APPROVE AN INFRASTRUCTURE EXTENSION DEVELOPMENT AGREEMENT WITH ALJO, LLC CONCERNING THE DEVELOPMENT OF PUBLIC INFRASTRUCTURES.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: February 28, 2022
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: ALJO, LLC has requested a Public Participation Infrastructure Development Agreement concerning the projection of Ranchland (+/- 1,470 Lin. Ft.) from the existing terminus at Glorietta north to the connection with Navajo. The attached Development Agreement would allow for the partial reimbursement of costs to the Developer, upon certification by the Engineer of Record, in an amount not to exceed \$198,082.50, providing said infrastructures are installed and certified within 550 days of ratification of the Agreement. Additionally, the Development Agreement will place an assessment equal to the amount of public participation on those portion of the Developers property adjacent to the emplacements requiring the Developer to pay the assessment at time of development, subdivision or conveyance.

Fiscal Impact:

Reviewed By: Finance Department

Budget Line: 44-4044-44901-00073 (JT UIL Extension)
Total Budget Available: \$447,475.94
Total Reimbursement not to exceed: \$198,082.50

Note: A receivable will be booked at \$198,082.50. Finance will recognize any future revenues as development/subdivision occurs adjacent to the projection of Ranchland.

Attachments: Resolution and Development Agreement.

Legal Review:

Approved As To Form: Efrén A. Cortez, City Attorney

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

Approved For Submittal By:

Kevin Robinson, Department Director
[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7170.

A RESOLUTION TO APPROVE AN INFRASTRUCTURE EXTENSION DEVELOPMENT AGREEMENT WITH ALJO, LLC CONCERNING THE DEVELOPMENT OF PUBLIC INFRASTRUCTURES.

WHEREAS, the City of Hobbs is proposing to enter into an Infrastructure Extension Development Agreement with ALJO, LLC, concerning the projection of Ranchland (+/- 1,470 Lin. Ft.) from the existing terminus at Glorietta north to the connection with Navajo; and

WHEREAS, the aforementioned Development Agreement requires the Developer to construct all of the public infrastructures as stated above; and

WHEREAS, after receipt of the Engineer of Records Certification of Compliance and recordation of any public infrastructure dedications\ easements as required, the City shall reimburse the Developer for a portion of the costs of the Public Infrastructure so installed, not to exceed \$198,082.50, providing the same occurs within 550 days of ratification of the Development Agreement; and

WHEREAS, Developer shall pay to the City, at time of development, subdivision or conveyance, the center line linear foot pro rata amount of \$134.75 adjacent to the projection of Ranchland. Any assessment remaining unpaid ten (10) years after ratification of this agreement shall become due and payable by the Developer.

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

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

PASSED, ADOPTED AND APPROVED this 7th day of March, 2022.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

**PROJECTION OF RANCLAND
BETWEEN GLORIETTA AND NAVAJO**

THIS AGREEMENT, made and entered into this _____ day of _____ 2022, between the City of Hobbs, New Mexico, a New Mexico Municipal Corporation, (hereafter called the "City"); and ALJO, LLC, a New Mexico limited liability company, 3311 N. Grimes Street, Hobbs, NM 88240 (hereafter called "Developer").

RECITALS:

WHEREAS, Developer has proposed to construct the projection of **Ranchland** from the existing terminus at **Glorietta** north to the connection with **Navajo**; and

WHEREAS, the projection of **Ranchland**, a designated Major Collector, would serve the current and future transportation and public safety response needs of the overall public and the neighborhoods served by the Collector; and

WHEREAS, the subdivision of property, per MC Title 16, requires that all public infrastructure either be in place or surety given to the City that the cost for the same will be borne by the Developer prior to acceptance of the subdivision.

NOW, THEREFORE, in consideration of the above premises, the parties hereby agree as follows:

1. The Developer shall dedicate public right-of-way and develop, compliant with City provided Construction Plan Sets, the projection of **Ranchland** within the 80' dedicated right of way from the existing terminus north to the intersection of **Navajo** (being +/- 1,470 lineal feet along the Center Line), as a Major Collector Section per the COH Major Thoroughfare Plan.
2. The City shall design the projection of **Ranchland** within an 80' dedicated right of way from the existing terminus north to the intersection of **Navajo** (being +/- 1,470 lineal feet along the Center Line), as a Major Collector Section per the COH Major Thoroughfare Plan containing a 12" waterline. After receipt of the Engineer of Records Certification Letter and a fully compliant Dedication Plat, the City shall reimburse 1/2 of the developmental costs of the projection of **Ranchland**; based on the approved Engineer of Records certified invoices or **\$198,082.50 whichever is less**, providing such reimbursement occurs within 550 days of ratification of this agreement.
 - A. **Ranchland Assessments**: Developers property located adjacent to Ranchland herein projected is hereby assessed for that portion of public funds as may be expended upon development and **not to exceed \$198,082.50** (being +/- 1,470 lineal feet along the Center Line). Developer shall pay to the City, at time of development, subdivision or conveyance, the center line linear foot pro rata amount of \$134.75 adjacent to Ranchland. Any assessment remaining unpaid ten (10) years after ratification of this agreement shall become due and payable by the Developer.
3. Responsibilities of the parties hereto are as follows:

A. The Developer shall:

- i. The Developer shall dedicate public right-of-way and develop, compliant with City provided design and Construction Plan Sets, the projection of **Ranchland** within the 80' dedicated right of way.
- ii. Submit an Engineer of Record Certification prior to municipal acceptance for all public infrastructure proposed.
- iii. Pay assessments to the City, at time of development, subdivision or conveyance, adjacent to Ranchland the center line linear foot pro rata amount of \$134.75.
- iv. Pay any assessment remaining unpaid ten (10) years after ratification of this agreement.

B. The City shall:

- i. The City shall design the projection of **Ranchland** within an 80' dedicated right of way from the existing terminus north to the intersection of **Navajo** (being +/- 1,470 lineal feet along the Center Line), as a Major Collector Section per the COH Major Thoroughfare Plan.
 - ii. After receipt of the Engineer of Records Certification Letter and a fully compliant Dedication Plat, the City shall reimburse a portion of the developmental costs of the projection of **Ranchland**; based on the approved Engineer of Records certified invoices or **\$198,082.50 whichever is less**, providing such reimbursement occurs within 550 days of ratification of this agreement
 - iii. Assess Developers property located adjacent to Ranchland herein projected for that portion of public funds as may be expended upon development and **not to exceed \$198,082.50** (being +/- 1,470 linear feet along the Center Line).
4. **NOTICES:** All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid to the following or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

<u>CITY:</u> ATTN: Planning Dept. 200 E. Broadway Hobbs, NM	<u>DEVELOPER:</u> ALJO, LLC 3311 Grimes St. Hobbs, NM 88240
-----------------------------------------------------------------------------	-----------------------------------------------------------------------------

5. This Agreement may be executed in one or more identical counterparts, and all counterparts so

executed shall constitute one agreement which shall be binding on all of the parties.

6. REPRESENTATIONS OF CITY:

A. City is a duly organized and validly existing municipal corporation under the laws of the State of New Mexico with full municipal power to enter into this Agreement and to carry out the terms, conditions and provisions hereof.

B. City will continue review and processing of the development plans, and forthcoming building permit application in a forthright manner and with due diligence.

7. REPRESENTATIONS OF DEVELOPER:

A. To the best knowledge of Developer, there is no litigation, proceeding or governmental investigation either pending or threatened in any court, arbitration board or administrative agency against or relating to Developer to prevent or impede the consummation of this Agreement by Developer.

8. BREACH:

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

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

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

- i. City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.

9. REMEDIES UPON BREACH:

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

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

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

11. TERMINATION: This Agreement concerning the emplacement of public infrastructure, being the projection of Ranchland between Glorietta and Navajo, shall be terminated upon the

DA Projection of Ranchland between Glorietta and Navajo, Page 4.

completion of all installation and construction defined herein or 550 days from ratification. Assessments on Developers property adjacent to the public infrastructure herein emplaced shall be due and payable by the Developer according to Section 3 of this Agreement.

- 12. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement among and between City and Developer and there are no other agreements or understandings, oral or otherwise, between the parties on the issues defined herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF HOBBS

DEVELOPER – ALJO, LLC

Sam D. Cobb - Mayor

BY:

Title:

ATTEST:

Jan Fletcher, City Clerk

APPROVED AS TO FORM:

Efren Cortez, City Attorney

DA Projection of Ranchland between Glorietta and Navajo, Page 5.

Attachments:

- Attachment 1: Cost Breakdown
- Attachment 2: Location Maps - Roadway Layout

Description	City's Participation (\$ / lin. ft)	Estimated Length	City's Participation Estimated Total Cost (Not to Exceed)
RANCHLAND - Full Collector Section - 50% participation in Roadway - 50% participation in 12" Water	\$ 134.75	1,470	\$ 198,082.50
TOTAL CITY PARTICIPATION (Not to Exceed)			\$198,082.50

REVISED MASTER PLAN
February 10, 2020

Public Participation per
Resolution #7097 as
adopted 9/7/2021.

Proposed public
participation.

