



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

Monday, November 4, 2024 - 6:00 PM

	Sam D. Cobb, Mayor	
R. Finn Smith Commissioner - District 1	Christopher R. Mills Commissioner - District 2	Larron B. Fields Commissioner - District 3
Joseph D. Calderón Commissioner - District 4	Dwayne Penick Commissioner - District 5	Don R. Gerth Commissioner - District 6

AGENDA

City Commission Meetings are
Broadcast Live on KHBX FM 99.3 Radio and
View Online at www.hobbsnm.org

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the October 21, 2024, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming the Week of November 10 - 16, 2024, as "NATIONAL NURSE PRACTITIONER WEEK" (*Sam Cobb, Mayor*)

3. Proclamation Proclaiming the Month of November, 2024, as "NATIONAL CARE AT HOME MONTH" (*Sam Cobb, Mayor*)
4. Proclamation Proclaiming the Week of November 4 - 8, 2024, as "MUNICIPAL COURT WEEK" (*Sam Cobb, Mayor*)
5. Proclamation Proclaiming the Week of November 3 - 9, 2024, as "NATIONAL ANIMAL SHELTER APPRECIATION WEEK" (*Sam Cobb, Mayor*)

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.)

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.)

6. Resolution No. 7561 - Approving the FY 2025 DFA 1st Quarter (September 2024) Financial Report (*Deb Corral, Assistant Finance Director*)
7. Consideration of Approval of a Memorandum of Understanding Between the City of Hobbs and Lea County for the 2024 Edward Byrne Memorial Justice Assistance Grant Program in the Amount of \$23,930.00 (*August Fons, Police Chief*)
8. Consideration of Approval of a Professional Services Agreement with EMS MC to Provide Third-Party EMS Billing Services Pursuant to RFP #552-25 (*Mark Doporto, Fire Chief*)

DISCUSSION

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

9. PUBLIC HEARING: Resolution No. 7562 - Regarding the Application of Mei's Foodie Hub, LLC, 1401 North Turner Street, Suite D-11, Hobbs, New Mexico, for the Sale of Beer and Wine (*Valerie Chacon, City Attorney*)
10. PUBLIC HEARING: Resolution No. 7563 - Regarding the Application of Koi Asian Cuisine, 220 West Bender Blvd., Hobbs, New Mexico, for the Sale of Beer and Wine (*Valerie Chacon, City Attorney*)
11. Resolution No. 7564 - Authorizing the City of Hobbs to Select 2025 Benefit Plan Offerings (*Nicholas Goulet, HR Director*)

12. Resolution No. 7565 - Proposing a Revision to the Employer/Employee Contribution Percentages of Health Care Premiums (*Nicholas Goulet, HR Director*)
13. Consideration of Approval of a CES Contract with A. K. Sales and Consulting, Inc., in the Amount of \$160,242.84 for the Del Norte Park Pickle Ball Court Renovation Project (*Bryan Wagner, Parks & Open Spaces Director*)
14. Consideration of Approval of a CES Contract with ASE Construction in the Amount of \$123,818.55 for the Wastewater Reclamation Facility Parking Lot Rehabilitation (Cracksealing and Seal-Coating) (*Tim Woomer, Utilities Director*)
15. Consideration of Approval of Change Order Number 1 for Project #2023-69; Provide Materials, Labor, Programming and Associated Engineering Services for the Waste Water Reclamation Facility (WWRF) Scada System Design and Replacement Project (*Tim Woomer, Utilities Director*)
16. Resolution No. 7566 - Approving a Development Agreement with Stuard Development for the Extension of Del Norte Parkway Through Trinity Estates (*Todd Randall, Assistant City Manager*)
17. Resolution No. 7567 - Approving an Infrastructure Development Agreement with Walker Sims Oil Co, Inc., d/b/a Swift Stop Related to the Development of Property Located at College Lane and Lovington Hwy. (*Todd Randall, Assistant City Manager*)
18. Consideration of Approval of Fee Amendment No. 1 for the College Lane Widening and Realignment Project (*Anthony Henry, City Engineer*)
19. FINAL ADOPTION: Ordinance No. 1162-A: Amending Chapter 6.04 of the Hobbs Municipal Code Related to Animals (*Amber Leija, Assistant City Attorney*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

20. Next Meeting Dates:

City Commission Regular Meeting:

- Monday, November 18, 2024, at 6:00 p.m.
- Monday, December 2, 2024, at 6:00 p.m.

ADJOURNMENT

If you are an individual with a disability who needs 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
STAFF SUMMARY FORM

MEETING DATE:
November 4, 2024

SUBJECT: Minutes of the October 21, 2024, Regular Commission Meeting

DEPT OF ORIGIN: City Clerk

DATE SUBMITTED: 10/31/2024

SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Minutes of the regular meeting held on October 21, 2024.

Fiscal Impact:

N/A

Attachments:

October 21, 2024 - Minutes

Recommendation:

Motion to approve.

Approved By:

Minutes of the regular meeting of the Hobbs City Commission held on Monday, October 21, 2024, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also broadcast via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

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

Mayor Sam D. Cobb
Commissioner Joseph D. Calderón
Commissioner Larron B. Fields
Commissioner Dwayne Penick
Commissioner Don Gerth
Commissioner Chris Mills (absent)
Commissioner R. Finn Smith (absent)

Also present:

Manny Gomez, City Manager
Todd Randall, Assistant City Manager
Valerie Chacon, City Attorney
Amber Leija, Assistant City Attorney
Shane Blevins, Deputy Police Chief
Marina Barrientos, Police Captain
Mark Doporto, Fire Chief
Ryan Herrera, Deputy Fire Chief
Shawn Williams, Fire Marshal
Adam Marinovich, Fire Captain Inspector
Tony Alarcon, Fire Inspector
Bobby Arther, Municipal Judge
Toby Spears, Finance Director
Anthony Henry, Acting City Engineer
Chad Littlejohn, Marketing Coordinator
Nikki Lawless, Library Director
Tim Woomer, Utilities Director
Bryan Wagner, Parks and Open Spaces Director
Doug McDaniel, Recreation Director
Lyndsey Henderson, Core Facility Director
Lou Maldonado, Parks and Open Spaces Superintendent
Michael Hughes, Recreation Superintendent
Matt Hughes, Rockwind Superintendent
Nicholas Goulet, Human Resources Director
Selena Estrada, Risk Management
Christa Belyeu, I.T. Director
Matt Blandin, Assistant I.T. Director
Julie Nymeyer, Executive Assistant
Jan Fletcher, City Clerk
Alyxandra Salas, City Clerk Record Specialist
29 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved the minutes of the regular meeting of October 7, 2024, be approved as written. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Closed Session

The Commission convened in closed session on Monday, October 21, 2024, at 4:30 p.m. for discussion of matters subject to the attorney-client privilege pertaining to threatened or pending litigation in Federal or State Courts in which the City is or may become a participant, specifically related to the following cases: *[NMSA 1978 §10-15-1(H)(7)]*

1. Castillo v. Hille – 21-cv-00258-DHU-KK
2. Wright v. Martinez – 18-cv-01126
3. Anchondo v. City of Hobbs, et al. – D-506-CV-2021-01024
4. Meyers v. City of Hobbs, Hobbs Fire Department, Commissioners, Young, Ryan, Davis- 2:23-CV-00649 KRS-GBW
5. Ray v. Hobbs Police Dept, Fons, Goulet, Gomez - 2:23-cv-00690-JHR-GBW
6. Lamar Lee-Kane, Sr., et al. v. Lara, Thomas, McCall. – D-506-CV-2021-00243
7. Barela v. City of Hobbs – D-506-CV-2021-00691
8. Estrada v. City of Hobbs, et. al. – D-506-CV-2023-00978
9. Hobbs Professional Firefighters Association v. NM Public Employees Labor Relation Board, City of Hobbs – D-202-CV-2024-07148
10. Rodriguez v. Hobbs Police Department, Lt Cunningham, Ortolano, Gomez- 2:23-CV-00669-JHR-GJF
11. State of New Mexico v. Board of County Commissioners for Lea County - S-1-SC-39742
12. White v. City of Hobbs- 2:23-cv-01080-DLM-GJF
13. Medrano v. HPD, et.al – 2:24-cv-00810-KWR-JHR
14. Blanchard v. City of Hobbs,et.al.-2:24-cv-00900-GBW-GJF
15. Markhart, T Taylor & A Taylor v. City of Hobbs - D-506-CV-2023-01159
16. National Opioid Litigation – 19-cv-09359; 19-cv-01006; 19-op-45964; 19-op-46068; 20-ap-50850
17. PFAS Settlement - *City of Hobbs v. 3M Company,et.al.*- No. 2:24-cv-04511-RMG

During the closed session, the Commission also discussed the purchase, acquisition or disposal of real property, specifically related to real properties located in northwest Hobbs [NMSA 1978, §10-15-1(H)(8)]

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

Proclamations and Awards of Merit

Mayor Cobb proclaimed November 1, 2024, as "EXTRA MILE DAY". He stated the community of Hobbs encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community. He urged each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

Mr. Doug McDaniel, Recreation Director and President of the New Mexico Recreation and Parks Association (NMRPA), stated the NMRPA Conference was held at the CORE on September 17, 2024. He thanked the Commission for approval of Lodger's Tax Funds which helped fund this conference. He specifically thanked Mayor Cobb for his attendance at the awards banquet and for welcoming those in attendance to Hobbs. There were several awards issued, the first being the Ed Chismar Young Professional of the Year Award that was presented to Ms. Paula Drake, Sports Coordinator at the CORE. This award represents someone who is an outstanding member of the NMRPA who is not older than 35 years of age. This candidate must be actively involved in NMRPA, have contributed to the Recreation of Parks Movement through advocacy of its concepts, and must have demonstrated a responsible performance in the delivery of services and support of the Recreation of Parks movement.

The 2024 Adult Program of the Year is presented for an outstanding adult program conducted by Park Reservation Conservation Agency or by a public or private non-profit agency or organization. The recipient of this award was the Enhanced Fitness Program at the Hobbs Senior Center. Ms. Mary Puccio from the Senior Center came forward to accept this award. This program is instructed by Ms. Paula Drake, who has acquired special certifications which have allowed her to teach this particular class.

The Special Event of the Year is presented to a department or agency for an outstanding special event conducted by a Park Reservation Conservation agency or by a public or private non-profit agency or organization. The recipient of this award goes to the 3-on-3 Wheelchair Basketball Tournament that was hosted at the CORE. This event was a partnership and collaboration between the City of Hobbs and the United Way of Lea County.

On behalf of NMRPA, Mr. McDaniel stated the Association would like to thank the City of Hobbs for hosting the State Conference. The staff of the Parks and Open Spaces Department, the Recreation Department, and the I.T. Department all went above and beyond in their efforts during the State Conference to raise the bar for all future State Conferences held in the State of New Mexico.

Mr. Manny Gomez, City Manager, recognized the following employees for their Milestone Service Awards for the month of May, 2024:

- 5 years – Charles Goodrum, Hobbs Fire Department
- 5 years - Brandon Brown, Hobbs Fire Department
- 5 years - Shelton Nelson, Hobbs Fire Department
- 5 years - Edward Trevino, Hobbs Fire Department
- 5 years - Jamie Juarez, Hobbs Fire Department
- 5 years - Matthew Natividad, Parks and Open Spaces Department
- 25 years - Christa Belyeu, Information Technology Department

Mr. Gomez thanked the Commission for recognizing the employees. Mr. Gomez reviewed highlights about the work of each employee. He expressed gratitude to each employee for their hard work and also thanked the employees' families for their contributions to the organization

Public Comments

None.

Consent Agenda

Mayor Cobb explained the process for the consent agenda which is reserved for items which are routine when the agenda is lengthy. He stated any member of the Commission may request an item to be transferred to the regular agenda from the consent agenda without discussion or vote.

Mayor Cobb explained Resolution No. 7553 which authorizes approval of an Amended Memorandum of Agreement with Lea County for Detainee Housing. He thanked Ms. Kelly Livingston, Assistant County Manager, and Lea County for now allowing more flexibility to be able to transfer prisoners more effectively.

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

Resolution No. 7550 - Authorizing the Deletion of Three (3) Copiers from the City's Public Inventory

Resolution No. 7551 - Opening a Special Revenue Fund for the Corrections Recruitment Fund in Accordance with State Audit Rule 2.2.2.10.O

Resolution No. 7552 - Opening a Special Revenue Fund for the Firefighter Recruitment Fund in Accordance with State Audit Rule 2.2.2.10.O

Resolution No. 7553 - Authorizing the Mayor to Execute an Amended Memorandum of Agreement with Lea County for Detainee Housing

Consideration of Approval of a Memorandum of Understanding with the Southeastern New Mexico Economic Development District for NM GRO Appropriation Grant for the Senior Center

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

Discussion

New Mexico Junior College - General Obligation Bonds for Higher Education

Mr. Scotty Holloman, General Counsel and Chief Community Liaison for New Mexico Junior College, presented pamphlets to the Commission that explains the General Obligation Bond for Higher Education. He encouraged the public's vote for this Bond and explained some of the funding received by the New Mexico Junior College over the last several years from these bonds, which include a new vocational building, as well as the Watson Hall renovations. Mr. Holloman stated the trustees are committed to keeping NMJC up to date with current renovations.

Mayor Cobb thanked Mr. Holloman for the presentation.

Action Items

Resolution No. 7554 - Authorizing an Allocation of Lodgers' Tax to Fund Various Events for FY 2025

Mr. Toby Spears, Finance Director stated the Lodgers' Tax Board met and recommended Lodgers' Tax Funding for the following events:

	Request Description	Amount Requested	Lodgers' Tax Board Recommendation
1	Hobbs Airfield Speedway* <ul style="list-style-type: none"> Flashlight Cash Days with Limpy- (Nov 11, 2024) 	\$3,143.00	\$3,143.00
2	Hobbs Chamber of Commerce <ul style="list-style-type: none"> Dia de los Muertos Nov 11, 2024 Hobbs Holiday Tournament – (Dec 26-28, 2024) <p style="text-align: center;">TOTAL</p>	\$9,900.00 <u>\$24,999.30</u> \$34,899.30	\$9,900.00 <u>\$24,999.30</u> \$34,899.30
3	Permian Basin USSSA <ul style="list-style-type: none"> Hobbs Fall Games (Nov 2 -3 2024) 	\$24,999.30	\$24,999.30
4	Hobbs USSSA <ul style="list-style-type: none"> NM/WTX Challenge Cup (Nov 8 – 10, 2024) Toys for Tots (Dec 6 - 8 2024) <p style="text-align: center;">TOTAL</p>	\$5,000.00 <u>\$9,000.00</u> \$14,000.00	\$5,000.00 <u>\$9,000.00</u> \$14,000.00
5	Hobbs Hispano Chamber Foundation <ul style="list-style-type: none"> Mariachi Christmas (Dec 13, 2024) 	\$25,000.00	\$25,000.00
6	City of Hobbs <ul style="list-style-type: none"> The Guide - Winter Advertising CORE - Amateur Pickleball Tourney with the Pros (Jan 16 19, 2025) Rockwind Community Links Advertising (Nov 2024 - June 2025) <p style="text-align: center;">TOTAL</p>	\$13,345.45 \$35,000.00 <u>\$46,050.00</u> \$94,395.45	\$13,345.45 \$35,000.00 <u>\$46,050.00</u> \$94,395.45
7	Unity Recovery Solutions <ul style="list-style-type: none"> Art for Recovery (Nov 16, 2024) 	\$13,500.00	\$13,500.00

8	Tuff Hedeman Bull Riding Tour <ul style="list-style-type: none"> • Hobbs Tuff Hedeman Bull Riding (Jan 25, 2025) 	\$20,000.00	\$20,000.00
	TOTAL	\$229,937.05	\$229,937.05

Mr. Spears stated it is staff's recommendation that the funding award to Unity Recovery Solutions be approved in the amount of \$7,500.00 due to the small number of overnight visitors anticipated for the event.

Following a brief discussion, Commissioner Penick moved to approve Resolution No. with the staff recommendation as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Resolution No. 7555 - Adopting Budgetary Adjustment #1 for the Fiscal Year 2024-2025

Mr. Toby Spears, Finance Director, stated the fiscal budget of the City of Hobbs is adopted by resolution and reviewed and approved by the Department of Finance and Administration. The budget is prepared before the beginning of the fiscal year. As such, from time to time, it becomes necessary to adjust the budget for items not contemplated at the time of its preparation or for issues that arise during the fiscal year. Mr. Spears stated total revenue has increased by \$1,930,660.89 and total expense has increased by \$2,896,232.43. He stated the adjustment includes transfers of cash between funds and the General Fund reserve will be reduced from 61% to 59%.

There being no discussion, Commissioner Penick moved to approve Resolution No. 7555 as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

PUBLICATION: Proposed Ordinance Consenting to the Annexation of Approximately 19 Acres of Land East of Zia RVillas RV Park Located Off of the Lovington Highway (Todd Randall, Assistant City Manager)

Mr. Todd Randall, Assistant City Manager stated the property owner has requested to annex and expand the existing Zia RVillas RV Park located off Lovington Highway. The expansion would be directly east of the existing area and would provide an

additional 120 new spaces. Annexation and proposed development would have an increase to the City's GRT for any purchases delivered to the location.

There being no discussion, Commissioner Fields moved to approve publication of the proposed ordinance for a later date. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the proposed ordinance is attached.

Resolution No. 7556 - Approving an Infrastructure Development Agreement with Triple J Mobile Home Park Along Comanche Street

Mr. Todd Randall, Assistant City Manager, explained the Development Agreement for participation in public infrastructure for the extension of waterline along Comanche Drive for 875 feet to serve an existing Mobile Home Park outside the City Limits. The Mobile Home Park is currently served with sewer by a private sewer main, which discharges into public sewer within Del Norte Park. Staff has drafted the Development Agreement for the public infrastructure extension in which the City would participate to extend the water line 875 feet on Comanche Drive to the eastern boundary of the existing mobile home park. The rates are approximately \$40,000.00 for this project.

There being no discussion, Commissioner Calderón moved to approve Resolution No. 7556 as presented. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Resolution No. 7557 - Approving a Development Agreement with Stuard Homes, LLC, Concerning the Development of Market Rate Single Family Housing

Mr. Todd Randall, Assistant City Manager, stated Stuard Homes LLC, has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$300,000.000. The agreement is based on the new incentive policy adopted by the Commission.

There being no discussion, Commissioner Gerth moved to approve Resolution No. 7557 as presented. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Resolution No. 7558 - Approving a Development Agreement with Lemke Development Inc. Concerning the Development of Market Rate Single Family Housing

Mr. Todd Randall, Assistant City Manager, stated Lemke Development, Inc., has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$300,000.00. The agreement is based on the new incentive policy adopted by the Commission.

There being no discussion, Commissioner Penick moved to approve Resolution No. 7558 as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

FINAL ADOPTION - Ordinance No. 1162 - Amending Chapter 6.04 of the Hobbs Municipal Code Related to Animals

Ms. Amber Leija, Assistant City Attorney, explained the proposed ordinance and stated the City Attorney's Office suggests removing 6.04.100 to its own chapter, 6.07.000, along with updating the procedure that is to be followed by officers when they come across an animal they believe is being cruelly treated. Additionally, staff would like to remove the criminal violations for Cruelty and add it to the procedure section under 6.04.380, where all other animal violations are listed. All charges after 6.04.380 will also be updated accordingly. Ms. Leija stated the City has published the proposed ordinance in accordance with NMSA 1978, § 3-17-3.

Proper publication having been made, and there being no discussion by the Commission or comments from the audience, Commissioner Calderón moved to approve Ordinance No. 1162 amending Chapter 6.04 of the Hobbs Municipal Code Related to Animals. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the ordinance is attached.

Resolution No. 7559 - Approving First Amendment to FY 23-24 Memorandum of Agreement with New Mexico Department of Transportation (NMDOT) for Hobbs Express

Ms. Jan Fletcher, City Clerk, and Transportation Director for Hobbs Express, stated the NMDOT and the City of Hobbs entered into Memorandum of Agreement No. M01900 on December 13, 2023, for operation of public transportation services. The City was awarded capital funding under the Agreement for replacement of one bus. She stated additional time is needed for purchase of the bus and the term of the Agreement is being extended to August 31, 2025, to obligate the funds for this purpose. A total amount of \$159,056.00 was carried over in the FY25 budget for the purchase of a replacement bus.

There being no discussion, Commissioner Fields moved to approve Resolution No. 7559 as presented. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Resolution No. 7560 - Approving FY 24-25 Memorandum of Agreement with New Mexico Department of Transportation (NMDOT) for Hobbs Express

Ms. Jan Fletcher, City Clerk, and Transportation Director for Hobbs Express, explained the Memorandum of Agreement for continued operation of Public Transportation Services for Hobbs Express for the Federal FY 24-25 beginning October 1, 2024, through September 30, 2025. She stated the total grant is for \$1,726,000, which will be split in a formulary manner with administrative costs split 80/20, operating costs split 50/50 and capital costs are split at 80/20. The Federal portion of the grant is \$868,456.44 with the City's local match at \$658,288.22.

Ms. Fletcher stated Hobbs Express is celebrating 35 years of service since operations started in 1989. A special Rider Appreciation Day was held last week that the passengers and staff really enjoyed. To date, Hobbs Express has served a total of 874,293 riders. As of end of FY 24, there was an increase of 19.9% of riders from last year, finishing the year with 57,443 riders, up from 47,000 the prior year.

There being no discussion, Commissioner Penick moved to approve Resolution No. 7560 as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Comments by City Commissioners, City Managers

Mr. Gomez announced that Mr. Anthony Henry, who has 13 years of experience in both private and public sector, has been selected as the new City Engineer for the City of Hobbs.

Mr. Gomez stated the Senior Center recently acquired a new Meals on Wheels Unit for their delivery meal service provided for the seniors of Hobbs. This truck was funded from the New Mexico Aging and Long-term Services Department with funding of \$60,500.00 and the total cost of the truck was \$74,999.00. The cost to the City of Hobbs for this unit was \$14,449.00. He thanked Mr. McDaniel and Ms. Mary Puccio, Senior Center Director, as this truck and the other units deliver meals to over 155 home-bound residents.

Commissioners Gerth and Fields commended the City employees for all of their hard work and the great job they do each day.

Commissioners Calderón and Penick encouraged all citizens to get out and vote.

Ms. Jan Fletcher, City Clerk, stated early voting locations are available in Hobbs at the Lea County Event Center and the Lea County Office Complex until Saturday, November 2, 2024, from 10:00 a.m. to 6:00 p.m.

Mayor Cobb thanked everyone for their attendance at tonight's meeting and thanked those that received service awards for their excellence.

ADJOURNMENT

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Penick seconded the motion and the vote was recorded as follows: Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried and the meeting adjourned at 6:50 p.m.

SAM COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, nurse practitioners (NPs) play a critical role as trusted health care providers for decades; and

WHEREAS, NP's work to expand health care access in communities across our state, promote health equity in care and improve health outcomes for all; and

WHEREAS, patients depend on the more than 385,000 licensed NP's in the United States, to diagnose, manage and treat their chronic and acute health care conditions; and

WHEREAS, NPs provide high-quality primary, acute and specialty health care services while emphasizing health promotion, disease prevention, health education and counseling, partnering with patients to improve their health; and

WHEREAS, the confidence that patients have in NP-delivered health care is evidenced by the more than one billion visits made annually to NPs across the country; and

WHEREAS, more than five decades of research demonstrates the high quality of care provided by NPs; and

WHEREAS, better utilization of NPs through modernized state laws and improved policies creates better health through a more accessible, efficient, cost-effective and higher quality health care system; and

WHEREAS, more than half the nation – including 27 states, the District of Columbia, Guam and the Northern Mariana Islands – has adopted Full Practice Authority legislation, offering patients full and direct access to the outstanding care provided by NPs; and

WHEREAS, leading governmental and policy entities including the National Academy of Medicine, National Council of State Boards of Nursing, National Governors Association and Federal Trade Commission have taken notice of the benefits of providing patients full and direct access to NP-delivered care; and

WHEREAS, NPs serve as the provider of choice for many New Mexico residents and play a pivotal role in the health and welfare of our communities; and


WHEREAS, the City of Hobbs is proud to recognize and honor the service of NPs to our state; and

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim the week of November 10-16, 2024, as

"NATIONAL NURSE PRACTITIONER WEEK"

In Hobbs, New Mexico in recognition of the countless contributions NPs have made over the past half century and will continue to make on behalf of the health and well-being of citizens in our state.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of November, 2024, and cause the seal of the City of Hobbs to be affixed hereto.


SAM D. COBB, MAYOR

ATTEST:


JAN FLETCHER, CITY CLERK



Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, for more than half a century, care at home has supported millions of patients nationwide, allowing them to recover from acute illness or injury, navigate activities in their daily lives, or spend their final months at home, surrounded by loved ones; and

WHEREAS; home care offers a person-centered approach to treatment, including expert medical care, quality symptom control, and comprehensive pain management as a foundation of care; and

WHEREAS; beyond providing physical treatment, home care improves the quality of life for patients by allowing them to remain where they'd most like to reside and in the case of hospice, attends to patient's emotional, spiritual, and family needs; and

WHEREAS; in addition to helping patients, home care provides support, respite, and in some cases, counseling services, to patient's families and loved ones; and

WHEREAS; millions of Americans recovering from acute illness or injury or living with serious or life-limiting illnesses and their loved ones receive care from home care, hospice, and palliative care providers in communities throughout the United States each year; and

WHEREAS; home care organizations are advocates and educators about advance care planning that helps individuals make decisions about the care they want and empowers them to be the architects of their care plan; and

WHEREAS; care at home is a valuable resource that should be available for all Americans and their loved ones; and

NOW THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim the month of November 2024 as:

“NATIONAL CARE AT HOME MONTH”

and encourage citizens to increase their understanding and awareness of home, hospice, and palliative care, discuss their healthcare with families, and observe this month with appropriate activities and programs.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th day of November, 2024, and cause the seal of the City of Hobbs to be affixed hereto.



SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk



Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, Municipal courts play a significant role in preserving public safety and promoting quality of life in New Mexico; and

WHEREAS, more people come in contact with Municipal courts than most other New Mexico courts and public impression of the New Mexico judicial system is largely dependent upon the public's experience in municipal court; and

WHEREAS, state law authorizes a municipality to either appoint or elect a municipal judge for a term of office, the Hobbs Municipal Court is a city court and its judges are members of the State Judiciary; and

WHEREAS, the procedures for the Hobbs Municipal Court operations are set forth in the New Mexico Rules of Criminal Procedure and other laws of the State of New Mexico; and

WHEREAS, the Hobbs Municipal Court is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes confidence in the integrity and impartiality of the judiciary; and

WHEREAS, Hobbs Municipal Judges are not policy makers for the City of Hobbs but are bound by the law and the Rules of Judicial Conduct and are required to make decisions independent of the governing body of the City Commission, City Manager, employees and public; and

WHEREAS, the City Commission recognizes that the Constitution and laws of the State of New Mexico contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Hobbs Municipal Court in complying with such legal requirements; and

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim November 4-8, 2024, as

“MUNICIPAL COURT WEEK”

In recognition of the **FAIR AND IMPARTIAL JUSTICE** offered to our citizens by the Municipal Court of Hobbs, New Mexico.

IN WITNESS THEREOF, I have hereunto set my hand this 4th day of November, 2024, and cause the seal of the City of Hobbs to be affixed hereto.



SAM D. COBB, MAYOR

ATTEST:


JAN FLETCHER, CITY CLERK

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, Animal Shelter Appreciation Week recognizes the shelters providing care that bridges the gap to adoption for millions of abandoned and stray animals; and

WHEREAS, there are approximately 70 million stray animals in the United States. Up to 8 million of these animals end up in animal adoption centers; and

WHEREAS, the irresponsibility of some pet owners has resulted in animals running loose and unsupervised, causing a threat to public health and safety; and

WHEREAS, pet owners who have not had their companion animals spayed or neutered contribute to pet overpopulation; and

WHEREAS, animal shelters help both animals and people in many ways; by returning lost pets to their owners, enforcing animal controls law, rescuing injured animals, educating the public, and matching up families with new animal companions; and

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim November 3-9, 2024, as

“NATIONAL ANIMAL SHELTER APPRECIATION WEEK”

in recognition of the **HOBBS ANIMAL ADOPTION CENTER** for providing compassionate services to animals and people in our community.

IN WITNESS THEREOF, I have hereunto set my hand this 4th day of November, 2024, and cause the seal of the City of Hobbs to be affixed hereto.

SAM D. COBB, MAYOR

ATTEST:



JAN FLETCHER, CITY CLERK





CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
November 4, 2024

SUBJECT: Resolution No. 7561 - Approving the FY 2025 DFA 1st Quarter (September 2024) Financial Report

DEPT OF ORIGIN: Finance

DATE SUBMITTED: 10/23/2024

SUBMITTED BY: Deb Corral, Assistant Finance Director

Summary:

Requesting approval for the 1st Quarter FY2025 DFA Financial Report.

While DFA requires the 4th quarter report to be approved by the governing body, DFA **recommends** that all quarterly reports be approved.

This report allows us to communicate to the governing body the status of our revenue and expenses in a year-to-date format. This report also now includes Lodgers' Tax Quarterly details that are tied to the Financial Statement with regard to expenditures and revenues.

Fiscal Impact:

This report includes financial activity for all funds for the period of 07/01/24-09/30/24.

Ending Cash Balance	\$194,343,234.61
YTD Revenue	\$38,168,750.00
YTD Expenses	\$37,807,970.19

Attachments:

DFA Quarterly Report Resolution
Cash Report - Sept 2024
DFA LGBMS Recap - Sept 2024

Recommendation:

Motion to Approve the Resolution

Approved By:

Toby Spears, Finance Director 10/23/2024
Toby Spears, Finance Director 10/23/2024

Valerie Chacon, City Attorney 10/24/2024

Manny Gomez, City Manager 10/27/2024

CITY OF HOBBS

RESOLUTION NO. _____

A RESOLUTION APPROVING THE FY2025
DFA 1st QUARTER FINANCIAL REPORT

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

WHEREAS, the ending cash balance for the period ending September 30, 2024 was \$194,343,234.61 for all funds; and

WHEREAS, the City of Hobbs actual year-to-date revenue and expenditures for fiscal year 2025 crosswalk the amounts to the DFA 1st Quarter Financial Report;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein-referenced 1st Quarter Financial Report be approved.

PASSED, ADOPTED AND APPROVED this 4th day of November, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

City of Hobbs
Cash Balance by Fund
9/30/2024

		Beginning Cash	FY25	Actual Cash	FY25	Balance Sheet	Ending Cash
		July 1, 2024	Revenues	Transfers	Expenditures	Adjustments	09/30/24
11000	001 GENERAL	90,245,294.77	19,798,561.05	(941,890.32)	17,760,691.53	95,682.67	91,245,591.30
29900	002 LAND ACQUISITION	830,648.61	-	-	-	-	830,648.61
	General Fund Subtotal	91,075,943.38	19,798,561.05	(941,890.32)	17,760,691.53	95,682.67	92,076,239.91
20100	110 LOCAL GOV CORR	843,654.10	32,022.43	-	74,161.17	-	801,515.36
21100	120 POLICE PROTECTION	25,765.23	210,500.00	-	20,861.31	-	215,403.92
29900	130 P D N (parif, drug, narcotics)	1,918.75	-	-	-	-	1,918.75
21700	160 HWLC	1,000.00	492,431.32	677,189.78	1,167,723.37	(1,521.57)	4,419.30
21900	170 OLDER AMERICAN	1,000.00	70,199.04	195,462.80	265,661.84	-	1,000.00
51800	180 GOLF	1,000.10	350,136.28	184,615.59	535,796.11	(1,044.14)	1,000.00
50600	190 CEMETERY	1,000.00	56,748.78	99,577.63	157,948.75	(1,622.34)	1,000.00
50400	200 AIRPORT	911,916.58	65,842.71	-	266.98	-	977,492.31
30300	210 LEGISLATIVE APPROP	1,000.00	622,659.72	-	708,717.11	(86,057.39)	1,000.00
21800	220 INTERGOVERNMENTAL GRANTS	18,766,442.92	2,800,000.00	-	113,060.51	-	21,453,382.41
21400	230 LODGERS' TAX	1,701,057.56	477,165.01	(214,955.48)	108,359.50	(3,143.50)	1,858,051.09
27000	240 LG Abatement Fund (Opioid)	150,746.81	36,234.34	-	-	-	186,981.15
28000	250 Cannabis Regulation Act Fund	1,632,106.50	280,543.16	-	8,416.30	-	1,904,233.36
29900	270 PUBLIC TRANSPORTATION	1,000.00	132,782.19	-	267,520.70	(133,738.51)	-
20900	280 FIRE PROTECTION	1,914,962.81	361,779.01	-	137,588.94	-	2,139,152.88
20600	290 EMER MEDICAL SERV	3,659.62	-	-	-	-	3,659.62
21200	300 2022 Retention LER	(0.00)	-	-	174,271.26	(174,271.26)	(0.00)
29900	310 LEDA	3,361,696.47	-	-	-	-	3,361,696.47
21220	320 2023 Recruitment LER	75,717.65	-	-	36,732.47	-	38,985.18
20110	330 CORRECTION RECRUITMENT	-	225,000.00	-	-	-	225,000.00
20910	340 FIREFIGHTER RECRUITMENT	-	-	-	-	-	-
	Special Revenue Subtotals	29,395,645.10	6,214,043.99	941,890.32	3,777,086.32	(401,398.71)	33,175,891.80
30200	370 COMM DEVE CONST	1,000.00	188,083.15	149,912.19	337,995.34	-	1,000.00
39900	460 BEAUTIFICATION IMPROVEMENT	1,538,849.89	-	-	-	-	1,538,849.89
21600	480 STREET IMPROVEMENTS	5,573,428.38	290,496.64	-	245,172.84	(13,626.31)	5,632,378.49
39900	490 CITY COMM. IMPROVEMENTS	12,477,719.58	807,854.32	(149,912.19)	23,676.48	-	13,111,985.23
	Capital Project Subtotals	19,590,997.85	1,286,434.11	-	606,844.66	(13,626.31)	20,284,213.61
40400	510 UTILITY BOND	45.00	-	63,646.12	62,691.12	-	1,000.00
40400	530 2005 WASTEWATER BOND ISSUE	1,989,842.96	-	1,921,489.12	1,921,489.12	-	1,989,842.96
	Debt Service Subtotals	1,989,887.96	-	1,985,135.24	1,984,180.24	-	1,990,842.96
50200	100 SOLID WASTE	3,011,066.81	2,297,423.10	-	2,220,604.17	-	3,087,885.74
39900	440 JOINT UTILITY EXTENSIONS CAPII	1,000.00	-	-	-	-	1,000.00
50100	600 JOINT UTILITY	1,000.00	-	1,525,139.61	1,525,203.17	(63.56)	1,000.00
50100	610 JOINT UTILITY CONST	1,000.00	-	937,772.46	937,772.46	-	1,000.00
50300	620 WASTE WATER PLANT CONST	6,319,679.26	14,437.25	-	909,423.93	-	5,424,692.58
50300	630 JOINT UTILITIY - WASTEWATER	1,000.00	-	962,876.23	965,990.25	(3,114.02)	1,000.00
50300	650 JOINT UTILITIY INCOME - WASTEI	12,253,708.45	2,513,877.43	(2,884,365.35)	11,838.10	-	11,871,382.43
50100	660 JOINT UTILITY INCOME	10,991,910.71	3,101,752.85	(2,526,558.19)	-	74.28	11,567,031.09
50100	680 METER DEPOSIT RES	1,629,863.07	87,063.76	-	24,740.78	-	1,692,186.05
69900	690 INTERNAL SUPPLY	71,747.98	77,263.19	-	79,603.44	-	69,407.73
	Utility Subtotals	34,281,976.28	8,091,817.58	(1,985,135.24)	6,675,176.30	(3,103.30)	33,716,585.62
69900	640 MEDICAL INSURANCE	1,797,055.78	360,358.94	-	2,490,714.46	(1,760,395.51)	1,427,095.77
69900	670 WORKERS COMP TRUST	1,287,796.57	399,894.67	-	336,992.97	-	1,350,698.27
69900	740 INSURNACE - RISK	5,432,955.01	387,004.18	-	2,220,857.66	-	3,599,101.53
	Internal Service Subtotal	8,517,807.36	1,147,257.79	-	5,048,565.09	(1,760,395.51)	6,376,895.57
79900	700 MOTOR VEHICLE	4,410.83	1,286,613.58	-	1,267,250.46	-	23,773.95
79900	710 MUNI JUDGE BOND FUND	110,414.33	-	-	-	(1.00)	110,415.33
79900	720 RETIREE HEALTH INSURANCE TRL	6,648,685.39	293,408.15	-	676,461.70	(1,191.81)	6,266,823.65
79900	730 CRIME LAB FUND	74,200.55	7,233.25	-	9,528.25	-	71,905.55
79900	750 FORECLOSURE TRUST FUND	71.88	-	-	-	-	71.88
79900	770 LIBRARY TRUST	6,682.38	2,147.81	-	-	-	8,830.19
79900	780 SENIOR CITIZEN TRUST	5,210.94	165.00	-	-	-	5,375.94
79900	790 PRAIRIE HAVEN MEM	6,395.05	93.50	-	-	-	6,488.55
79900	800 COMMUNITY PARK TRUST	1,710.62	25.01	-	-	-	1,735.63
79900	820 EVIDENCE TRUST FUND	178,212.42	30,537.43	-	-	-	208,749.85
79900	830 HOBBS BEAUTIFUL	8,488.85	10,168.52	-	1,935.64	-	16,721.73
79900	860 CITY AGENCY TRUST	1,679.66	243.23	-	250.00	-	1,672.89
	Trust & Agency Subtotals	7,046,162.90	1,630,635.48	-	1,955,426.05	(1,192.81)	6,722,565.14
	GRAND TOTAL ALL FUNDS	191,898,420.83	38,168,750.00	0.00	37,807,970.19	(2,084,033.97)	194,343,234.61

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

Report Recap - Hobbs (City) - FY2025 Q1

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Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserve	Adjusted Balance
11000 General Operating Fund	90,245,295.00	0.00	19,798,561.05	-941,890.32	17,760,691.53	-95,682.67	91,245,591.53	1,480,057.63	89,765,533.90
20100 Corrections	843,655.00	0.00	32,022.43	0.00	74,161.17	0.00	801,516.26	0.00	801,516.26
20110 FY25-100% Corrections Recruitment Fund (Year 1)	0.00	0.00	225,000.00	0.00	0.00	0.00	225,000.00	0.00	225,000.00
20600 Emergency Medical Services	3,660.00	0.00	0.00	0.00	0.00	0.00	3,660.00	0.00	3,660.00
20900 Fire Protection	1,914,963.00	0.00	361,779.01	0.00	137,588.94	0.00	2,139,153.07	0.00	2,139,153.07
21100 Law Enforcement Protection	25,766.00	0.00	210,500.00	0.00	20,861.31	0.00	215,404.69	0.00	215,404.69
21210 Laws of FY22 LERR (YEAR 2)	0.00	0.00	0.00	0.00	174,271.26	174,271.26	0.00	0.00	0.00
21220 Laws of 2023-Recruitment-LER	75,718.00	0.00	0.00	0.00	0.00	0.00	75,718.00	0.00	75,718.00
21221 Law of FY24 Recruitment-LER-(YEAR 2)	0.00	0.00	0.00	0.00	36,732.47	0.00	-36,732.47	0.00	-36,732.47
21400 Lodgers' Tax	1,701,058.00	0.00	477,165.01	-214,955.48	108,359.50	3,143.50	1,858,051.53	0.00	1,858,051.53
21600 Municipal Street	5,573,429.00	0.00	290,496.64	0.00	245,172.84	13,626.31	5,632,379.11	0.00	5,632,379.11
21700 Recreation	1,000.00	0.00	492,431.32	677,189.78	1,167,723.37	1,521.57	4,419.30	0.00	4,419.30
21800 Intergovernmental Grants	18,766,443.00	0.00	2,800,000.00	0.00	113,060.51	0.00	21,453,382.49	0.00	21,453,382.49
21900 Senior Citizens	1,000.00	0.00	70,199.04	195,462.80	265,661.84	0.00	1,000.00	0.00	1,000.00
27000 LG Abatement Opioid Fund	150,747.00	0.00	36,234.34	0.00	0.00	0.00	186,981.34	0.00	186,981.34
28000 Cannabis Regulation Act	1,632,107.00	0.00	280,543.16	0.00	8,416.30	0.00	1,904,233.86	0.00	1,904,233.86
29900 Other Special Revenue	4,195,264.00	0.00	132,782.19	0.00	267,520.70	133,738.51	4,194,264.00	0.00	4,194,264.00
30200 CDBG (HUD) Project	1,000.00	0.00	188,083.15	149,912.19	337,995.34	0.00	1,000.00	0.00	1,000.00
30300 State Legislative Appropriation Project	1,000.00	0.00	622,659.72	0.00	708,717.11	86,057.39	1,000.00	0.00	1,000.00
39900 Other Capital Projects	14,017,570.00	0.00	807,854.32	-149,912.19	23,676.48	0.00	14,651,835.65	0.00	14,651,835.65
40400 NMFA Loan Debt Service	1,989,888.00	0.00	0.00	1,985,135.24	1,984,180.24	0.00	1,990,843.00	0.00	1,990,843.00
50100 Water Enterprise	12,623,774.00	0.00	3,188,816.61	-63,646.12	2,487,716.41	-10.72	13,261,217.36	0.00	13,261,217.36
50200 Solid Waste Enterprise	3,011,067.00	0.00	2,297,423.10	0.00	2,220,604.17	0.00	3,087,885.93	0.00	3,087,885.93

50300 Wastewater/Sewer Enterprise	18,574,388.00	0.00	2,528,314.68	-1,921,489.12	1,887,252.28	3,114.02	17,297,075.30	0.00	17,297,075.30
50400 Airport Enterprise	911,917.00	0.00	65,842.71	0.00	266.98	0.00	977,492.73	0.00	977,492.73
50600 Cemetery Enterprise	1,000.00	0.00	56,748.78	99,577.63	157,948.75	1,622.34	1,000.00	0.00	1,000.00
51800 Golf Course Enterprise	1,000.00	0.00	350,136.28	184,615.59	535,796.11	1,044.14	999.90	0.00	999.90
69900 Other Internal Service	8,589,556.00	0.00	1,224,520.98	0.00	5,128,168.53	1,760,395.51	6,446,303.96	0.00	6,446,303.96
79900 Other Trust & Agency	7,046,163.00	0.00	1,630,635.48	0.00	1,955,426.05	1,192.81	6,722,565.24	0.00	6,722,565.24
Totals	191,898,428.00	0.00	38,168,750.00	0.00	37,807,970.19	2,084,033.97	194,343,241.78	1,480,057.63	192,863,184.15



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
November 4, 2024

SUBJECT: Consideration of Approval of a Memorandum of Understanding Between the City of Hobbs and Lea County for the 2024 Edward Byrne Memorial Justice Assistance Grant Program in the Amount of \$23,930.00

DEPT OF ORIGIN: Police

DATE SUBMITTED: 10/14/2024

SUBMITTED BY: Shane Blevins, Deputy Police Chief

Summary:

This JAG Grant will be in the amount of \$23,930.00 and will be divided 60/40 between the Hobbs PD and Lea County SO.

Fiscal Impact:

These funds will be added to 001-0202-030-42632 our JAG Account

Attachments:

JAG 2024 MOU

Recommendation:

Recommended for approval

Approved By:

August Fons, Police Chief 10/22/2024

Toby Spears, Finance Director 10/23/2024

Valerie Chacon, City Attorney 10/24/2024

Manny Gomez, City Manager 10/27/2024

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

This Memorandum of Understanding is made this _____ day of October 2024, by and between the City of Hobbs and Lea County.

WHEREAS, the 2024 Edward Byrne Memorial Justice Assistance Grant Program has awarded \$23,930.00 to the City of Hobbs and Lea County, New Mexico

And;

WHEREAS, the funding will be distributed as follows:

The Grant Total \$23,930.00 will be divided 60/40 with the City of Hobbs Police Department receiving \$14,358.00 and the Lea County Sheriff's Department receiving \$9,572.00.

NOW, THEREFORE it is hereby agreed by the parties that the City of Hobbs will act as the fiscal agent.

AGREED:

CITY OF HOBBS, NEW MEXICO

LEA COUNTY, NEW MEXICO

By: _____
Sam Cobb, Mayor

By: _____
Gary Eidson
Commission Chairman

CITY OF HOBBS POLICE DEPT.

LEA COUNTY SHERIFF'S DEPT.

By: _____
August Fons, Chief of Police

By: _____
Corey Helton, Sheriff

APPROVED AS TO FORM:

By: _____
Valerie Chacon
City of Hobbs Attorney

By: _____
John Caldwell
Lea County Attorney



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
November 4, 2024

SUBJECT: Consideration of Approval of a Professional Services Agreement with EMS MC to Provide Third-Party EMS Billing Services Pursuant to RFP #552-25

DEPT OF ORIGIN: Fire
DATE SUBMITTED: 10/24/2024
SUBMITTED BY: Mark Doporto, Fire Chief

Summary:

The City of Hobbs solicited proposals to provide electronic third-party billing services for emergency medical services (ambulance billing). The scope of the proposal consisted of, but not limited to: preparing and submitting accurate and complete insurance claims electronically to include, but not limited to, Medicare, Medicaid, and any other applicable carriers including both commercial and private insurances; verification and missing information for follow up; prepare and mail invoices to patients responsible for co-pays and/or deductibles, private pay, and uninsured patients; provide the City of Hobbs with reconciled monthly receivables showing beginning balances, charges, adjustments, collections, and ending balances; and provide training to EMS staff and the Finance Department.

The City of Hobbs awarded RFP #552-25 to EMS MC on October 7, 2024, and now wishes to enter into a professional services agreement for Third-Party EMS Billing services.

Fiscal Impact:

The fiscal impact of this service would be 5.55% commission on collections. The 4-year history of collections is as follows:

Fiscal year 2024 – 2,464,062.53
Fiscal year 2023 – 2,043,297.93
Fiscal year 2022 – 1,569,312.85
Fiscal year 2021 – 1,596,650.70

The budgeted amount for this service is currently set at \$120,000.00 with anticipated future BAR adjustments will need to be made as it relates to collections.

Attachments:

Unexecuted - 2024-10-22 - Hobbs Fire Department - Contract and BAA

Recommendation:

Recommended approving the professional services agreement with EMS MC pursuant to RFP 552-25.

Approved By:

Mark Doporto, Fire Chief 10/24/2024

Toby Spears, Finance Director 10/24/2024

Valerie Chacon, City Attorney 10/24/2024

Manny Gomez, City Manager 10/27/2024

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement") is entered into this _____ day of _____ 2024, between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and the CITY OF HOBBS, (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all “Completed Claims” to the applicable third-party payer. A “Completed Claim” is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days' prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or

other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC will reasonably assist Client in responding to Payer Inquiries which occur in the normal course of Client's business and arise from EMS|MC's provision of the Services. If EMS|MC, in its sole discretion, determines that (i) Client is excessively utilizing EMS|MC's assistance in responding to Payer Inquiries, (ii) a Payer Inquiry is outside the normal course of Client's business; or (iii) a Payer Inquiry does not arise from the Services provided by EMS|MC, EMS|MC may charge Client, and Client shall pay, for any assistance provided by EMS|MC at EMS|MC's then current hourly rates.

h. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

i. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

j. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

k. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or
- iv. Providing any service not expressly required of EMS|MC by this Agreement.

I. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

- a. Client will pay all amounts owed to EMS|MC under this Agreement.
- b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:
 - i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
 - ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;
 - iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;
 - iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;

- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation

training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client (“Users”) with access to EMS|MC Web Portals (the “Portals”), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User’s rights; (iii) monitoring Users’ access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User’s compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User’s employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User’s access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User’s access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User’s access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 5.55% percent of “Net Collections” as defined below (the “RCM Fee”). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney’s offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient’s account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected

each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments for such services shall be allowed at the completion of each contract year. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the twelve months prior.

b. Client shall also pay 2% of the credit card convenience fees charged by Virtual Credit Card Payors; provided, however, Contractor will continue to try to convert payers from credit card to ACH, as it is the preferred method of payment. Together, the RCM Fee and the credit card convenience fees, are referred to as the "Compensation".

c. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20th day of the month in which the invoice is first presented to Client (the "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed "undisputed" for all purposes of the Agreement. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

d. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

e. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit A, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

f. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims

processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on November 1, 2024, and shall thereafter continue through October 31, 2027, (“Initial Term”). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a “Renewal Term”), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the “Term”.)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination.** Either party may terminate this Agreement immediately as a result of the following:

- i. Failure of Client to make timely payments due under this Agreement;
- ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or
- iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client’s payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system

regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the “Wind Down”), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client’s exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to

be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan (“Compliance Plan”) in accordance with the most current guidelines of the U.S. Department of Health and Human Services (“HHS”). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General (“OIG”) Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client’s continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.

Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the “Restricted Period”), Client shall not, without EMS|MC’s prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC’s employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

10. PRIVACY.

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance

Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys'

fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) the time period for bringing an action under any applicable state or federal statute of limitations; one (1) year after the date upon which Client discovered, or should have discovered, the facts giving rise to an alleged claim; or (ii) two (2) years after the first act or omission giving rise to an alleged claim. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. Client agrees that any Claim Client may have against EMS|MC, including EMS|MC's past or present employees or agents, shall be brought individually and Client shall not join such Claim with claims of any other person or entity or bring, join or participate in a class action against EMS|MC.

h. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

i. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's gross negligence or willful misconduct. Provided, however, that this

indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

j. All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Charlotte, North Carolina, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that: (i) exceeds the Liability Cap; (ii) is based on a Claim brought after the Claim Time Limit; (iii) includes any damages waived by the Non-Direct Damages Waiver; or (iv) is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court for the Western District of North Carolina or in any other court having jurisdiction.

k. In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

12. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party. Any purported assignment in violation of this Section 12(b) shall be null and void.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

Hobbs Fire Department
301 E. White Street
Hobbs, NM 88240

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of North Carolina, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal (“RFP”) from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client’s payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

City of Hobbs

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1 Business Associate Addendum

This Business Associate Addendum (the “Addendum”) is made effective the ____ day of ____, 2024, by and between the City of Hobbs, hereinafter referred to as “Covered Entity,” and EMS Management & Consultants, Inc., hereinafter referred to as “Business Associate” (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy and Security Rules”) (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the “Agreement”) whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term “Breach” means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term “Breach” does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (e.g., a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual’s request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:

EMS Management & Consultants, Inc.

By: _____

Print: _____

Title: _____

Date: _____

Covered Entity:

City of Hobbs

By: _____

Print: _____

Title: _____

Date: _____



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
November 4, 2024

SUBJECT: PUBLIC HEARING: Resolution No. 7562 - Regarding the Application of Mei's Foodie Hub, LLC, 1401 North Turner Street, Suite D-11, Hobbs, New Mexico, for the Sale of Beer and Wine

DEPT OF ORIGIN: City Clerk
DATE SUBMITTED: 9/30/2024
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Mei's Foodie Hub, LLC, has applied to the State of New Mexico Regulation and Licensing Department (NMRLD), Alcoholic Beverage Control Division, and received preliminary approval for the issuance of a Restaurant "A" Liquor License at 1401 North Turner Street, Suite D-11, for the sale of beer and wine. The application was received by the City Clerk's Office on September 20, 2024, and a public hearing must be held by the City within forty-five (45) days from receipt of such notice. The City has duly published notice of the hearing in the *Hobbs News-Sun* and properly notified the applicant of this hearing by email and certified mail.

Fiscal Impact:

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

Attachments:

Resolution - Mei's Foodie Hub LLC - Restaurant A Liquor License
Mei's Foodie Hub - Affidavit of Publication
Mei's Foodie Hub LLC - application packet from NMRLD
Meis Foodie Hub LLC Buffer Map for 1401 N Turner St STE D-11 (9-22-24)

Recommendation:

Motion to approve or disapprove issuance of the restaurant license; second; vote.

Approved By:

Jan Fletcher, City Clerk	10/24/2024
Toby Spears, Finance Director	10/24/2024
Valerie Chacon, City Attorney	10/24/2024
Manny Gomez, City Manager	10/27/2024

CITY OF HOBBS

RESOLUTION NO. _____

A RESOLUTION CONCERNING THE ISSUANCE OF A
RESTAURANT "A" LIQUOR LICENSE TO
MEI'S FOODIE HUB, LLC,
1401 NORTH TURNER STREET, SUITE D-11, HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs has received the application of Mei's Foodie Hub, LLC, for the issuance of a Restaurant "A" Liquor License for the sale of beer and wine at 1401 North Turner Street, Suite D-11, Hobbs, New Mexico, and said application has received preliminary approval from the State of New Mexico, Alcoholic Beverage Control; and

WHEREAS, a public hearing is being held by the governing body of the City of Hobbs on November 4, 2024, on the question of whether or not the proposed Restaurant "A" Liquor License should be granted for the sale of beer and wine.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Restaurant "A" Liquor License application of Mei's Foodie Hub, LLC, 1401 North Turner Street, Suite D-11, Hobbs, New Mexico, be and is hereby _____ (approved or disapproved) for the sale of beer and wine.

PASSED, ADOPTED AND APPROVED this 4th day of November, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

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

Beginning with the issue dated
September 26, 2024
and ending with the issue dated
October 03, 2024.



Publisher

Sworn and subscribed to before me this
3rd day of October 2024.



Business Manager

My commission expires

January 29, 2027
(Seal)
STATE OF NEW MEXICO
NOTARY PUBLIC
GUSSIE RUTH BLACK
COMMISSION # 1087526
COMMISSION EXPIRES 01/29/2027

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 publication has been made.

LEGAL NOTICE
September 26 and October 3, 2024

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City Commission of the City of Hobbs, New Mexico, will hold a public hearing on **Monday, November 4, 2024, at 6:00 p.m.**, in the City Commission Chamber at City Hall, First Floor Annex, 200 East Broadway, Hobbs, New Mexico. The purpose of the hearing will be to consider whether the State of New Mexico Regulation and Licensing Department, Alcohol Beverage Control Division, should approve or disapprove the following liquor license application. Protests and objections may be made by any interested persons at the time, date and place of hearing.

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

APPLICATION FOR RESTAURANT "A" LICENSE FOR THE SALE OF BEER AND WINE

Applicant: Yumei Company, LLC
D/B/A Name: Mei's Foodie Hub LLC
Proposed Address: 1401 North Turner, Suite D-11
Hobbs, NM 88240

DATED this 23rd day of September, 2024.

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

#00294380

67108146

00294380

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

SEP 20 2024

**OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO**

September 13, 2024

Certified Mail No.: 7021 2720 0001 2205 2300

City of Hobbs

Attn: Jan Fletcher
200 East Broadway
Hobbs, NM 88240

Lic. No. /Appl. No.:

Name of Applicant: Yumei Company, LLC
Doing Business As: Mei's Foodie Hub, LLC
Proposed Location: 1401 N. Turner Street, Hobbs, New Mexico 88240

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

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

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

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

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

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

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



regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;
ABC has no preference in the option you choose.

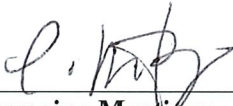
The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING RESTAURANT A – BEER AND WINE ONLY LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY

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

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

Respectfully,



Charmaine Martinez

Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4804 Fax: (505) 476-4595
Email: Charmaine.Martinez2@rld.nm.gov

Enclosures:

1. Original Page 1 of the Application (Business Information Page) *(must be signed and returned w/notices of publication)*
2. Copy of Page 2 of the Application (Premises Information Page)
3. Copy of the Zoning Statement
4. Copy of Floor Plan





Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000001290



Business Information

Business Information

Business Name: YUMEI COMPANY LLC DBA MEI'S FOODIE HUB LLC Type of Business: Alcohol
Business Structure: Limited Liability Company FEIN: XX-XXX7620
State Tax ID Number: XX-XXXXX-6-06-0 Business Phone: 5753936409
Business Email: toptax005@gmail.com

Contact Person Information

Contact Person Name: YUMEI LI Contact Person Phone: 9153453933
Contact Person Email: toptax005@gmail.com

Business Mailing Address

Mailing Street: 1401 N TURNER ST, STE D11 Mailing City: HOBBS
Mailing State: NM Mailing Zip Code: 88240
Mailing Country: US

Local Option District Use Only: Local Governing Body of _____ City, County, Village

Public Hearing held on _____ 20_____ Please check one: Approved Disapproved

Signature of City/County Official: _____ Title: _____

Alcoholic Beverage Control Division Use Only: Approved Disapproved _____

Signed by Director: _____ Date: _____



Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000001290



Premises Information

Premises DBA

Premises Doing Business As (DBA):MEI'S FOODIE HUB LLC

Proposed Premises Physical Address

Physical Street: 1401 N TURNER ST, SUITE D11

Physical City: HOBBS

Physical Zip Code: 88240

Physical State: New Mexico

Physical County: Lea

Local Option District: Hobbs

"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Leased by Applicant

The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Specify Owner(s) of the land and building: FC Realty Estate Holdings, LLC

Specify Date and Terms of Lease/Operating Agreement: DATED MAY 17TH, 2023 AND EXPIRED ON DECEMBER 31, 2027

Zoning

Is the proposed premises location zoned? No

You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.

Distance from nearest School

Name of School: Broadmoor Elementary School

School Street: 920 N Turner St

School City: Hobbs

School State: New Mexico

School Zip Code: 88240

School Country: United States

School Distance (in feet): More than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: First Presbyterian Church

Church Street: 920 N Turner St

Church City: Hobbs

Church State: New Mexico

Church Zip Code: 88240

Church Country: United States

Church Distance (in feet): More than 1000

Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.



Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000001290



Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?

- A license has never been issued to the location of the proposed premises.
- A license was once issued to the location of the proposed premises but is no longer being operated at the location.
- Alcohol operations are currently being performed at the proposed premises by the applicant business.
- Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Please provide more details for the option selected in above question?

You can specify more details such as license has become expired non-renewable, business ownership has changed, planning to extend operations of existing premises or planning to buy premises etc.

license was issued to the prior Restaurant. We bought the business and formed a new LLC.

Licenses at Proposed Premises

Please specify the active New Mexico licenses currently held by the proposed premises.

If you need to view, edit, or delete any records, click the down arrow under action for that specific record.

No records to display.

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	No
Does the applicant business own any (direct/indirect) interest in a liquor license?	No



Alcoholic Beverage Control Division
Restaurant A Intake Application
Application Number: BLA-0000001290



Payment

Fee Name	Fee Amount
Application Fee	200.00
Resident Agent Fee	100.00
Total Fee Amount:	300.00

Attestation/Oath

Under penalty of perjury, I hereby depose and state that I am the person identified in this application and the information given by me is true and complete to the best of my knowledge and belief. I understand that any information contained in this application may be investigated and any false or dishonest answer to any question in this application may be grounds for denial or revocation of my license.

Attestation Signature: YUMEI LI

Date: 08/01/2024



PLANNING DEPARTMENT

200 E. Broadway Street, Hobbs, NM 88240
Ph. 575-397-9232 Fax 575-397-9227

April 26, 2024

Qiang Guo
Yumei Company LLC
DBA Mei's Foodie Hub
1401 N. Turner St., Ste. D11
Hobbs, NM 88240

RE: Zoning Certification for Yumei Company LLC DBA Mei's Foodie Hub located at 1401 N. Turner St., Ste. D11 in Hobbs, NM 88240.

Dear Qiang Guo:

Pursuant to your request for a restaurant, Yumei Company LLC DBA Mei's Foodie Hub, located at 1401 N. Turner St., Ste. D11 in Hobbs, NM 88240, please be advised that the City of Hobbs has not adopted a zoning ordinance to regulate land uses and locations of different types of development or specific business uses throughout the City. Consequently, the City of Hobbs has no current regulations which govern zoning districts and/or land uses, use of buildings, or use of vacant land. Therefore, the current land use as referred to herein, including the restaurant, Yumei Company LLC DBA Mei's Foodie Hub, located at 1401 N. Turner St., Ste. D11 in Hobbs NM is considered a use by right as of this date of April 26, 2024. The proposed use is in conformance with applicable zoning law as of this date.

Please note that the City does have a Major Thoroughfare Plan, Subdivision Regulations, Flood Zone, Fire Zone, Landscaping Regulations, Building Code, Business Registration, Liquor License and other development regulations that must be followed for improvements and changes in building occupancy types, including building setback requirements. This letter is in regards to that portion of the above referenced real property that exists within the corporate limits of the City of Hobbs, NM on April 26, 2024.

If you have any questions or need further information, please contact me at (575) 397-9323.

Sincerely,

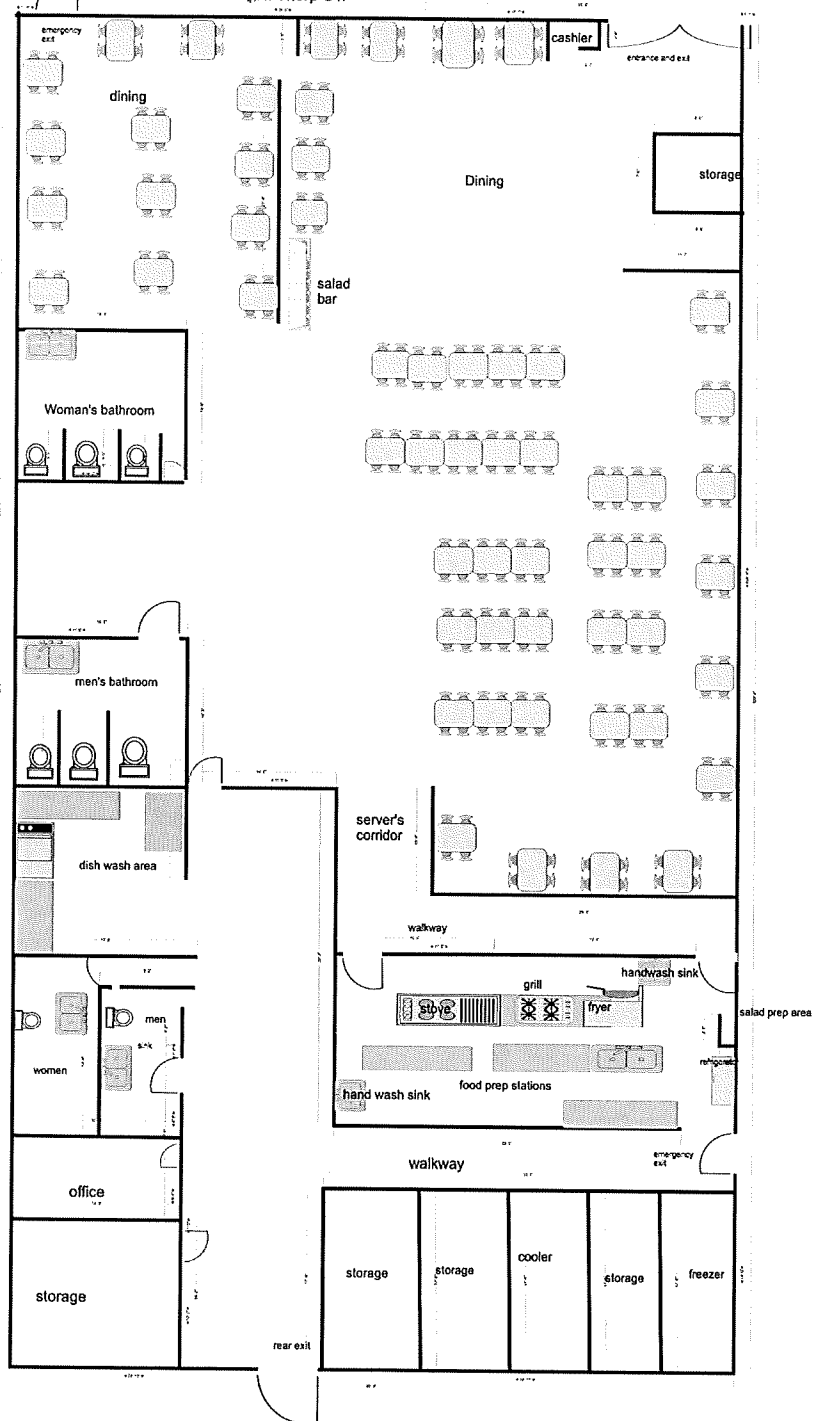
CITY OF HOBBS, NEW MEXICO



Todd Randall – Planning Department

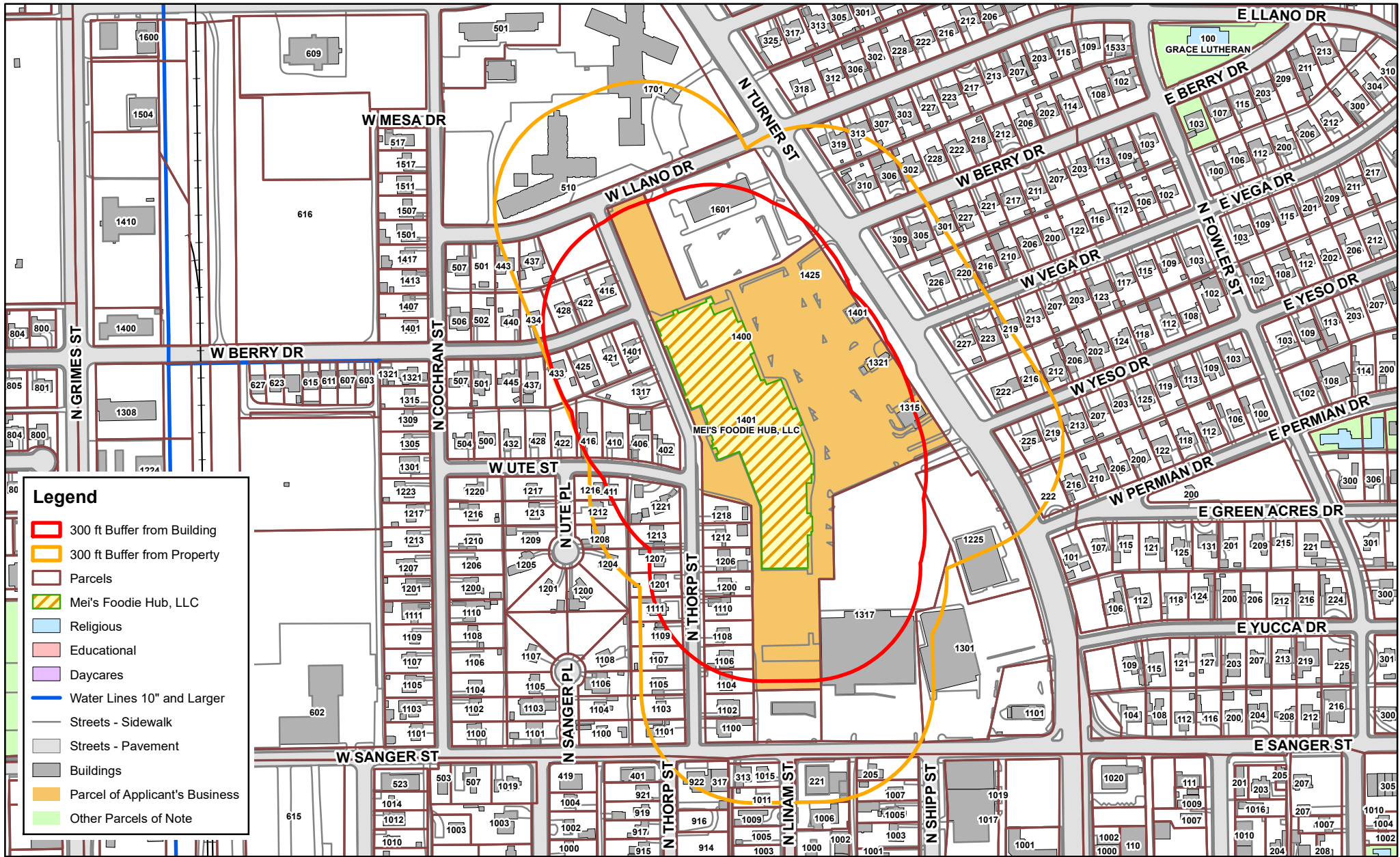
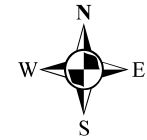
YUMEI COMPANY LLC
 DBA Mei's Foodie Hub LLC Building Sq Ft= 9,150 SF
 YUMEI LI
 1401 N. Turner ST. D11
 Hobbs NM 88240
 575-393-6409

List of nearest cross street
 -N Turner ST. and Llano ST.
 -N. Turner ST. and Sanger ST.
 -N. Thorp ST.



Mei's Foodie Hub, LLC

300 ft Buffer Zone Map for Liquor License for 1401 N. Turner St., Suite D-11



City of Hobbs GIS Division

SY

Date: 9/22/2024 1 inch = 350 feet Time: 2:42:04 PM

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



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
November 4, 2024

SUBJECT: PUBLIC HEARING: Resolution No. 7563 - Regarding the Application of Koi Asian Cuisine, 220 West Bender Blvd., Hobbs, New Mexico, for the Sale of Beer and Wine

DEPT OF ORIGIN: City Clerk
DATE SUBMITTED: 10/24/2024
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Sunflower Group, LLC, d/b/a Koi Asian Cuisine, has applied to the State of New Mexico Regulation and Licensing Department (NMRLD), Alcoholic Beverage Control Division, and received preliminary approval for the issuance of a Restaurant "A" Liquor License at 220 West Bender Blvd., Hobbs, New Mexico, for the sale of beer and wine. The application was received by the City Clerk's Office on October 1, 2024, and a public hearing must be held by the City within forty-five (45) days from receipt of such notice. The City has duly published notice of the hearing in the *Hobbs News-Sun* and properly notified the applicant of this hearing by email and certified mail.

Fiscal Impact:

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

Attachments:

Resolution - Koi Asian Cuisine - Restaurant A Liquor License
Affidavit of Publication - Koi Asian Cuisine
Koi Asian Cuisine - application packet from NMRLD
Koi Asian Cuisine Buffer Map for 220 W Bender Blvd Rev 0 (10-8-24)

Recommendation:

Motion to approve or disapprove issuance of the restaurant license; second; vote.

Approved By:

Jan Fletcher, City Clerk	10/24/2024
Toby Spears, Finance Director	10/24/2024
Valerie Chacon, City Attorney	10/24/2024
Manny Gomez, City Manager	10/27/2024

CITY OF HOBBS

RESOLUTION NO. _____

A RESOLUTION CONCERNING THE ISSUANCE OF A
RESTAURANT "A" LIQUOR LICENSE TO
KOI ASIAN CUISINE,
220 WEST BENDER BLVD., HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs has received the application of Sunflower Group, LLC, d/b/a Koi Asian Cuisine, for the issuance of a Restaurant "A" Liquor License for the sale of beer and wine at 220 West Bender Blvd., Hobbs, New Mexico, and said application has received preliminary approval from the State of New Mexico, Alcoholic Beverage Control; and

WHEREAS, a public hearing is being held by the governing body of the City of Hobbs on November 4, 2024, on the question of whether or not the proposed Restaurant "A" Liquor License should be granted for the sale of beer and wine.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Restaurant "A" Liquor License application of Koi Asian Cuisine, 220 West Bender Blvd., Hobbs, New Mexico, be and is hereby _____ (approved or disapproved) for the sale of beer and wine.

PASSED, ADOPTED AND APPROVED this 4th day of November, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

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

Beginning with the issue dated
October 04, 2024
and ending with the issue dated
October 18, 2024.



Publisher

Sworn and subscribed to before me this
18th day of October 2024.

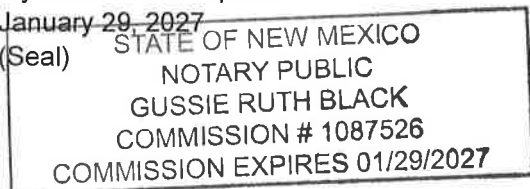


Business Manager

My commission expires

January 29, 2027

(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 publication has been made.

LEGAL LEGAL

LEGAL NOTICE
October 4 and 18, 2024

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City Commission of the City of Hobbs, New Mexico, will hold a public hearing on **Monday, November 4, 2024, at 6:00 p.m.**, in the City Commission Chamber at City Hall, First Floor Annex, 200 East Broadway, Hobbs, New Mexico. The purpose of the hearing will be to consider whether the State of New Mexico Regulation and Licensing Department, Alcohol Beverage Control Division, should approve or disapprove the following liquor license application. Protests and objections may be made by any interested persons at the time, date and place of hearing.

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

APPLICATION FOR RESTAURANT "A" LICENSE FOR THE SALE OF BEER AND WINE
Applicant: Sunflower Group, LLC
D/B/A Name: Koi Asian Cuisine
Proposed Address: 220 W. Bender Blvd.
Hobbs, NM 88240

DATED this 2nd day of October, 2024.

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

#00294778

67108146

00294778

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



September 25, 2024

USPS Certified Mail Receipt No.: 7021 2720 0001 2204 8693

7021 2720 0001 2204 8693

City of Hobbs

Attn: Jan Fletcher
200 East Broadway
Hobbs, NM 88240

Name of Applicant: Sunflower Group, LLC
Doing Business As: Koi Asian Cuisine
Proposed Location: 220 W. Bender Blvd.
Hobbs, NM 88240

RECEIVED

OCT 1 2024

**OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO**

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

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

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

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

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

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

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



ABC has no preference in the option you choose.

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

Applicant is seeking a Restaurant A (Beer and Wine) Liquor License with on-premises consumption.

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

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

Respectfully,

Tammy Sandoval

Tammy Sandoval

Admin. Law Judge | Hearing Officer

Alcoholic Beverage Control Division

Phone: (505) 795-4165 | Fax: (505) 476-4595

Email: Tammy.Sandoval@rld.nm.gov

Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement





NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Received
JUN 13 2024
Alcoholic Beverage Control

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

Restaurant Liquor License Application | \$200.00 Application Fee, non-refundable

ABC USE ONLY: Application Fee \$200.00 200. Received on: 6.13.24 Receipt No. _____
License Fee \$ _____ Received on: _____ Receipt No. _____

Application Number: _____ Local Option District: _____

TYPE of APPLICATION: *Check appropriate box*

- Restaurant A | Beer & Wine only | License Fee, pro-rated, due at final: \$1,050.00
- Restaurant B | Beer, Wine & Spirits | License Fee, pro-rated, due at final: \$10,000.00

Applicant is: Individual Limited Liability Company Corporation Partnership (General/Limited)

Applicant /Company Name: Sunflower Group LLC

D/B/A Name: Koi Asian Cuisine

Email: (required) JerryLin812@gmail.com Business Phone No: _____

Mailing Address: 220 West Bender Blvd, Hobbs, NM, 88240

Physical location, if different: Same as above

County: LEA (Include Street number / Hwy number / State Road, City, State, and Zip Code)

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

As defined in §60-3A-3. V. "Restaurant", means an establishment having a New Mexico resident as a proprietor or manager ... as a place where food is prepared and served primarily for on-premises consumption to the general public in consideration of payment and that has a dining room, a kitchen and the employees necessary for preparing, cooking and serving food; ... does not include establishments as defined in rules promulgated by the director serving only hamburgers, sandwiches, salads and other fast foods:

I qualify as a "Restaurant"? Yes No

Is food service the primary source of revenue and accounts for 60% or more of the total gross receipts at current licensed premises? Yes No

Is Food Service Permit current? Yes, attached No

I have attached photos of the Dining Room and Kitchen and included a copy of the Menu. Yes No

Days and Hours of Operation? ~~Mon-Fri 11-9~~ M-TH 11AM-9PM F-SAT: 11AM-9:30PM SUN: 11-9

I understand that a restaurant license requires that the establishment is not a bar-like setting and the hours for sales and/or service of alcoholic beverages are only from 7:00am to 11:00pm or until food sale and service ceases, whichever is earlier? Yes No

Contact Person: Kevin Lin Phone #: 806-441-3785 Email: JerryLin812@gmail.com

Jerry Lin 325-513-8686



Application No. _____

You must sign before a Notary Public.

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

Signature of Applicant: Hua Luo Date: 6/7/24

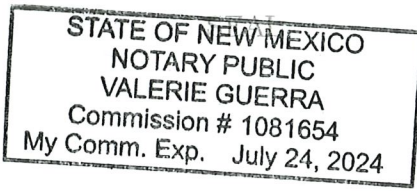
Notary Public Use Only: (State of NM, County of Lea)

SUBSCRIBED AND SWORN TO before me this 7th day of June, 2024

By Affiant: Hua Luo

Notary Public: [Signature]

My Commission Expires on: 7-24-2024



Local Option District Use Only:

Local Governing Body of _____ City, County, Town, Village

Public Hearing held on _____ 20____ Decision: Approved Disapproved

Signature of Official: _____ Title: _____

ABC USE ONLY:

APPROVED DISAPPROVED, _____

Done this _____ Day of _____, 20____.

SIGNED BY DIRECTOR: _____

ASSIGNED LICENSE NO. _____ EXPIRES ON: _____

Reviewed, with copy sent to Licensee via Email, Fax, 1st class mail

By: _____ Date: _____



Premises Location, Ownership, and Description | NMSA §60-6B-10 | Page 2

1. The land and building which is proposed to be the licensed premises is: (check one)

- Owned by Applicant, copy of deed/document attached
Leased by Applicant, copy of lease/document attached
Other (provide details):

2. If the land and building are not owned by Applicant, indicate the following:

- A. Owner(s):
B. Date and Term of Lease:

3. Premises location is Zoned (example C-1, see Zoning Statement):

Zoning Statement attached, Yes No Must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable.

4. Distance* from nearest Church: (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: St. Helena Catholic Church Miles/feet: 1,000 ft
Address/location of Church: 100 E Bender Blvd, Hobbs, NM 88240

5. Distance* from nearest School: (Property line of school to closest point of licensed premises—shortest distance)

Name of School: Sanger Elementary School Miles/feet: 1,100 ft
Address/location of School: 2020 N Adole Dr, Hobbs, NM 88240

6. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas.

- 7. Type of Operation: Hotel Lounge Package Grocery Racetrack
Restaurant Craft Distiller Small Brewer Winery Wholesaler
Other (specify):

*NOTE: If the distance is beyond 300 feet, but less than 400 feet, and the Applicant does not admit that the location is within 300 feet and requests a waiver from the LOD, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

Received JUN 13 2024 Revised 6/2021

COPY



PLANNING DEPARTMENT

200 E. Broadway Street, Hobbs, NM 88240
Ph. 1-575-397-9232 Fax 1-575-397-9227

September 4, 2024

Mr. Jerry Liu
Sunflower Group LLC, DBA Koi Asian Cuisine
220 W Bender Blvd
Hobbs, NM 88240

RE: Zoning Certification for Sunflower Group LLC, DBA Koi Asian Cuisine located at 220 W Bender Blvd in Hobbs, NM 88240.

Dear Mr. Liu,

Pursuant to your request for a Restaurant establishment (Sunflower Group LLC, DBA Koi Asian Cuisine) located at 220 W Bender Blvd in Hobbs, NM 88240, please be advised that the City of Hobbs has not adopted a zoning ordinance to regulate land uses and locations of different types of development or specific business uses throughout the City. Consequently, the City of Hobbs has no current regulations which govern zoning districts and/or land uses, use of buildings, or use of vacant land. Therefore, the current land use as referred to herein, including a Restaurant establishment (Sunflower Group LLC, DBA Koi Asian Cuisine) located at 220 W Bender Blvd in Hobbs, NM 88240 is considered a use by right as of this date of September 4th, 2024. The proposed use is in conformance with applicable zoning law as of this date.

Please note that the City does have a Major Thoroughfare Plan, Subdivision Regulations, Flood Zone, Fire Zone, Landscaping Regulations, Building Code, Business Registration, Liquor License, Cannabis License and other development regulations that must be followed for improvements and changes in building occupancy types, including building setback requirements. This letter is in regards to that portion of the above referenced real property that exists within the corporate limits of the City of Hobbs, NM on September 4, 2024.

If you have any questions or need further information, please contact me at (575) 397-9232.

Sincerely,

CITY OF HOBBS, NEW MEXICO

Kristalyn Seepersad

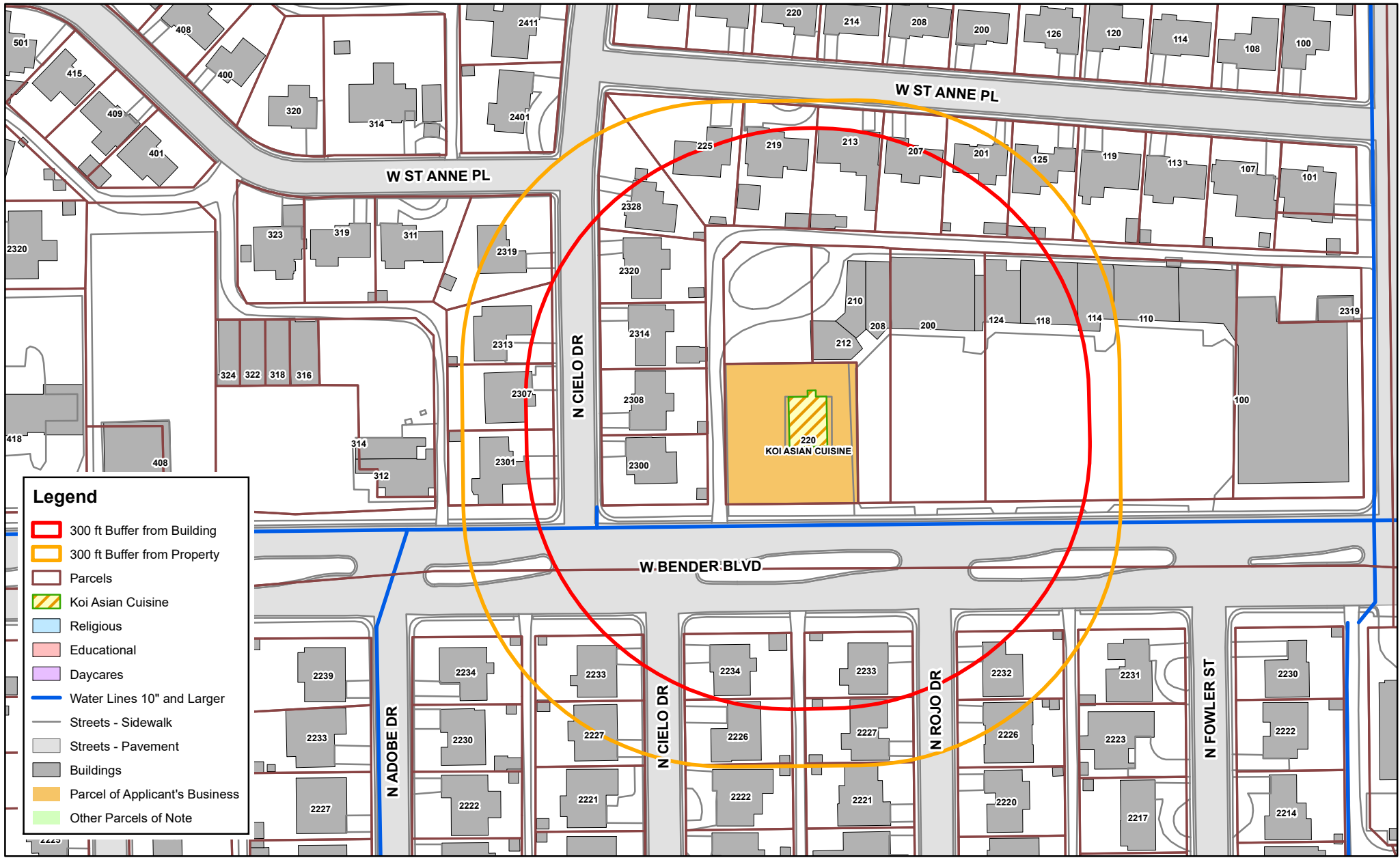
Digitally signed by Kristalyn Seepersad
DN: C=US, E=kristalyn.seepersad@hobbsnm.org,
O=City of Hobbs, OU=Planning Department,
CN=Kristalyn Seepersad
Date: 2024.09.04 10:40:06 -06'00'

Kristalyn Seepersad – Planning Department



Koi Asian Cuisine

300 ft Buffer Zone Map for Liquor License for 220 W. Bender Blvd.



Legend

- 300 ft Buffer from Building
- 300 ft Buffer from Property
- Parcels
- Koi Asian Cuisine
- Religious
- Educational
- Daycares
- Water Lines 10" and Larger
- Streets - Sidewalk
- Streets - Pavement
- Buildings
- Parcel of Applicant's Business
- Other Parcels of Note



City of Hobbs GIS Division

SY

Date: 10/8/2024 1 inch = 150 feet Time: 7:18:26 PM

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



CITY OF HOBBS

STAFF SUMMARY FORM

MEETING DATE:
November 4, 2024

SUBJECT: Resolution No. 7564 - Authorizing the City of Hobbs to Select 2025 Benefit Plan Offerings

DEPT OF ORIGIN: Human Resources

DATE SUBMITTED:

SUBMITTED BY: Nicholas Goulet, HR Director

Summary:

As prepared by our Agent of Record - HUB International, the City of Hobbs has received an annual medical market survey report regarding our medical, dental, life, disability and other insurance options for the upcoming 2025 calendar year.

Medical:

If the City were to renew with the current (2024) medical plan insurance provider, Blue Cross Blue Shield (BCBS), the percentage increase to keep the same benefit coverage is approximately 30.6% or \$3,050,652 over last year. In the market comparison provided by HUB International, other medical insurers provided more competitive quotes. Allied Benefit Systems with the Aetna network, Insurance Management Services with the OMNI network, and UMR through United Health Care and Surest with the Choice Plus network were all more competitive than our current medical insurance provider. UMR with the Surest option was the most competitive with an overall increase of 19.2% (based on calendar year) or \$1,918,547 over our current year provider (BCBS). Though still an increase for the coming year, the difference between UMR Surest and the BCBS option amounts to an overall projected savings of \$1,132,105. Choosing this option will result in a plan design change and affects overall out-of-pocket maximum costs and other associated copay costs, but will also offer a \$0 deductible. This selection will also remove the option of a high deductible health care plan option moving forward. This change will also reflect a change in the current stop-loss carrier and the addition of a laser approach to at least one current enrolled person. In previous years, the City had the ability to use reserves to offset the total increase. Those reserves have since been depleted. The current overall percentage increase for the medical plan is approximately 29% when comparing actual premium costs for the City/Employees last year versus the 2025 selection of the proposed vendor UMR Surest with United Health Care. The total projection of the medical plan cost to include claims, prescription costs, and stop-loss coverage is approximately \$11.9 Million for the 2025 calendar year.

Dental:

Staff is proposing to change insurance vendors from Delta Dental to Ameritas in the 2025 calendar year. This change results in an overall savings for both the City and employees with proposed administrative fees, but keeps intact an extensive provider network. Annual savings in projected cost to the City in the amount of \$28,351. This change will also provide the City with a 3-year rate guarantee.

Vision:

Staff is proposing to change insurance vendors to Ameritas, but to keep the VSP network. This employee paid benefit will see an annual reduction of approximately \$12,220. In addition, the new plan offers frame allowances every year versus the current allowances every two years with the current provider.

Telemedicine:

Staff recommends discontinuing Teladoc as the City's vendor for telemedicine as the UMR Surest provider listed above for medical coverage already has a built-in telemedicine component that includes both medical and mental health assistance. This change will result in an annual savings of approximately \$79,656.

FSA:

Staff recommends renewing with current vendor Chard Snyder for the City's flexible spending account management. Current tax savings realized by the City pay for the administrative costs (approximately \$5,535) associated with this program.

Hartford Insurance Products: Long-Term Disability, Supplemental Life Insurance, Critical Illness Insurance, Accident Insurance, and Hospital Indemnity Insurance

These products are currently in a rate guarantee and there is no additional cost to the City as they are 100% paid for by the participant.

Hartford: Short-Term Disability Insurance

Staff recommends renewal through the Hartford as this product is in a rate guarantee with an approximate cost of \$29,420.

Fiscal Impact:

The total active and retiree medical insurance fund expenditure budget is approximately **\$10,780,227**. The total active and retiree medical insurance fund revenue budget is approximately **\$9,620,259**. The active medical insurance cash balance at 9 30 2024 is **\$1,427,096**. The retiree medical insurance cash balance at 9 30 2024 is **\$6,266,824**. The projected plan change to United Healthcare - Surest - is approximately **\$11,777,983**. An expenditure budget adjustment would need to be made in the amount of **\$997,756** and a revenue budget adjustment would need to be made in the approximate amount of **\$2,157,724**.

Note: The Other Pensions and Employee Benefits liability (future retiree subsidy payments for health insurance/GASB 75) is approximately 24 million at 6 30 2023.

Attachments:

Insurance Renewal 2024 Resolution

Recommendation:

Staff recommends a vendor change from Blue Cross Blue Shield to UMR Surest through United Health Care for medical insurance coverage with stop-loss set at \$150,000. A vendor change from Delta Dental to Ameritas for dental insurance coverage. A vendor change from VSP to Ameritas with a continuation of the VSP network for vision insurance coverage. The discontinuation of Teladoc as the new medical insurance provider has an option available at no additional cost. The continuation of Chard Snyder as our FSA administrator. A renewal of all Hartford products for life and short-term and long-term disability insurance, accident insurance, critical illness insurance and hospital indemnity

insurance.

Approved By:

Nicholas Goulet, HR Director	10/24/2024
Toby Spears, Finance Director	10/24/2024
Valerie Chacon, City Attorney	10/24/2024
Manny Gomez, City Manager	10/27/2024

CITY OF HOBBS

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE RENEWALS OF MEDICAL, DENTAL, VISION, LIFE INSURANCE, SHORT TERM DISABILITY, LONG TERM DISABILITY, CRITICAL ILLNESS COVERAGE, HOSPITAL INDEMNITY COVERAGE AND ACCIDENT COVERAGE.

WHEREAS, The City's medical, dental, life, disability, critical illness, hospital indemnity, accident coverage, and vision insurance are due to expire and must be renewed; and

WHEREAS, premium costs to renew these various insurance coverages' have been researched through an annual health insurance market comparison by our Agent of Record Hub International; and

WHEREAS, it is City staff's recommendation that medical insurance coverage be awarded to UMR Surest through United Health Care with the individual stop loss option of \$150,000, dental insurance coverage and vision coverage be awarded to Ameritas, life insurance be renewed with The Hartford, short and long term disability coverage's be renewed with The Hartford, critical illness, hospital indemnity and group accident coverage's be renewed with The Hartford, and flexible spending account administration (FSA) be renewed with Chard Snyder.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor be and hereby is authorized and directed to approve on behalf of the City of Hobbs the following:

1. Awarding the City's medical insurance coverage to UMR Surest through United Health Care as outlined in the staff summary, awarding the City's dental coverage and vision coverage to Ameritas, and renewal of the FSA program's administration through Chard Snyder.
2. The City renews the agreement with The Hartford to provide life insurance, short term disability coverage, long term disability coverage, critical illness, accident and hospital indemnity coverage as outlined in the staff summary.

PASSED, ADOPTED AND APPROVED this 4th day of November, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
November 4, 2024

SUBJECT: Resolution No. 7565 - Proposing a Revision to the Employer/Employee Contribution Percentages of Health Care Premiums

DEPT OF ORIGIN: Human Resources

DATE SUBMITTED:

SUBMITTED BY: Nicholas Goulet, HR Director

Summary:

In the current benefit proposal for calendar year 2025, staff recommended a vendor change from our current insurance provider Blue Cross Blue Shield to UMR Surest. This decision will result in a reduction of projected costs between the two vendors of approximately \$1,132,105. This decision will also impact the employees affected with greater individual costs as they source their healthcare in the coming year with variances in the cost of co-pays through doctor visits, labs, and emergency room visits. The employees will also see increases in out of pocket maximums, moving from \$2,500 for an individual to \$5,000 and \$7,500 for a family to \$10,000. To assist the employees with their overall cost for health care, staff is proposing a change in the current three-tier employer/employee contribution percentages.

Currently, if an employee makes below \$30,000 annually, the City pays 90% of the health care premiums and the employee pays the remaining 10%. If an employee makes over \$30,000, but under \$70,000 annually, the City pays 85% of the health care premiums and the employee pays the remaining 15%. If an employee makes over \$70,000 annually, the City pays 80% of the health care premiums and the employee pays the remaining 20%. As it stands today, there are 24 employees in the 90/10 tier, 272 employees in the 85/15 tier, and 98 employees in the 80/20 tier.

Staff is proposing the deletion of the 80/20 tier and the migration of all employees currently in that tier to the 85/15 tier, then a migration of all employees in the 85/15 tier to the 90/10 tier. This would result in 296 employees in the 90/10 tier and 98 employees in the 85/15 tier. The cost of this proposed tier change is \$527,570.32.

Fiscal Impact:

The total active and retiree medical insurance fund expenditure budget is approximately **\$10,780,227**. The total active and retiree medical insurance fund revenue budget is approximately **\$9,620,259**. The active medical insurance cash balance at 9 30 2024 is **\$1,427,096**. The retiree medical insurance cash balance at 9 30 2024 is **\$6,266,824**. The projected plan change to United Healthcare - Surest is approximately **\$11,777,983**.

An expenditure budget adjustment would need to be made in the amount of **\$2,175,554** and a revenue budget adjustment would need to be made in the approximate amount of **\$3,335,522**. The difference between the revenue and expenditure adjustments is

anticipated to enhance reserves both through active and retiree health care funds by 10%.

The tier change would result in an increase to employer expenditures of approximately **\$563,750**. The expenditure budget adjustment would be **\$2,175,554. (1,611,804 + 563,750)**

Note: The Other Pensions and Employee Benefits liability (future retiree subsidy payments for health insurance/GASB 75) is approximately 24 million at 6 30 2023.

Attachments:

Insurance Premium Contribution Percentage Tier Change - 2024 Resolution

Recommendation:

Staff recommends the removal of the current three-tier benefit contribution system, and the implementation of a two-tier system based on an employees' annual salary when considering benefit contributions. The first tier will represent employees that earn an annual base salary under \$70,000 where the City will pay 90% of the benefit premium costs and the employee will pay 10% of the benefit premium costs, while the second tier will represent employees that earn an annual base salary over \$70,000 where the City will pay 85% of the benefit premium costs and the employee will pay 15% of the premium benefit costs.

Approved By:

- Nicholas Goulet, HR Director 10/24/2024
- Toby Spears, Finance Director 10/24/2024
- Valerie Chacon, City Attorney 10/24/2024
- Manny Gomez, City Manager 10/27/2024

CITY OF HOBBS

RESOLUTION NO. _____

A RESOLUTION PROPOSING A REVISION TO THE EMPLOYEE/EMPLOYER CONTRIBUTION PERCENTAGE OF MEDICAL INSURANCE PREMIUMS.

WHEREAS, the current employer/employee contribution percentages are listed below;

and

Annual Salary	City % Contribution	Employee % Contribution
Less than \$30,000	90%	10%
Between \$30,000 and \$70,000	85%	15%
Greater than \$70,000	80%	20%

WHEREAS, the costs of health insurance continue to rise to include a proposed increase of 19.2% for medical premiums, with an additional 10% added to premium amounts to rebuild the benefit reserve levels for the 2025 calendar year; and

WHEREAS, medical insurance plan design is impacted by the selection of a new insurance provider that will increase the out-of-pocket costs to the employees; and

WHEREAS, the City wishes to minimize the overall impact of the change in cost of health insurance premiums and plan design to assist its employees; and

WHEREAS, it is staff's recommendation that the current three-tier contribution model currently in place be changed to a two-tier model as listed below:

Annual Salary	City % Contribution	Employee % Contribution
Less than \$70,000	90%	10%
Greater than \$70,000	85%	15%

NOW, THEREFORE, BE IT RESOLVED, that the Mayor be and hereby is authorized and directed to approve the amendment of contribution percentages between the City as the employer and the employee as proposed.

PASSED, ADOPTED AND APPROVED this 4th day of November, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
November 4, 2024

SUBJECT: Consideration of Approval of a CES Contract with A. K. Sales and Consulting, Inc., in the Amount of \$160,242.84 for the Del Norte Park Pickle Ball Court Renovation Project

DEPT OF ORIGIN: Parks and Open Spaces

DATE SUBMITTED: 10/24/2024

SUBMITTED BY: Bryan Wagner, Parks & Open Spaces Director

Summary:

The City of Hobbs staff has been looking for ways to increase usage at our facilities and have received requests for permanent outdoor pickle ball courts. This request is to renovate the existing basketball/tennis courts at Del Norte Park into basketball/pickle ball courts. The completed project will include eight (8) new pickle ball courts with permanent netting; a 4-foot tall chain link chain to separate courts; four (4) new shaded sitting areas; acrylic surfacing with court lines; four (4) new basketball backboards.

Fiscal Impact:

Account 001-0320-050-44901-00013 in the amount of \$160,242.84

CES 2023-17-C313

Attachments:

Requisition - Quote Form_0001
DN Park - Pickle Ball Quote 12419
DN Park - Existing Basketball-Tennis Courts 10-2024a
Tennis-Court-Conversion-to-Pickleball-11
Example of Outdoor Pickle Ball Courts

Recommendation:

We request your consideration of approval of a quote submitted by A.K Sales and Consulting, Inc of Roswell, NM utilizing CES Contract Number 2023-17-C313-ALL Athletic Tracks, Tennis, Basket & Pickle Ball Courts with installation.

Approved By:

Bryan Wagner, Parks & Open Spaces Director	10/24/2024
Toby Spears, Finance Director	10/24/2024
Valerie Chacon, City Attorney	10/24/2024
Manny Gomez, City Manager	10/27/2024

CITY OF HOBBS REQUISITION/QUOTE FORM
 (Purchases \$500.00-\$5,000.00 SPD & GSA Contract)

TO: CPO
 FROM: Bryan Wagner

DATE: 10-24-2024

PHONE/FAX NO:

VENDOR NAME:
 ADDRESS:

1) A.K. Sales and Consulting
 1202 E 19th Street
 Roswell, NM 88201

2)

3)

QTY	DESCRIPTION ITEM(S) SERVICE TO BE PURCHASED	1)		2)		3)	
		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Del Norte Park Courts resurface tennis courts to pickle ball project See quote for full price breakdown		160,242.84				
	TOTAL AMOUNT		160,242.84				
	DELIVERY DATE						
	ESTIMATED SHIPPING CHARGES		TBA				

CHECK ONE: STATE CONTRACT / GSA CONTRACT CONTRACT NO. CES 2023-17-C313-ALL EXPIRATION DATE

SPD or GSA contracts should be attached or on file in CPO. GSA contracts must have a letter from the contractor indicating a willingness to extend pricing, and all terms to the City of Hobbs.

AWARD TO: AK SALES AND CONSULTING, INC POINT OF CONTACT: Britiany Sanchez (If new vendor make sure address is on this form)

If lowest price is not recommended, please state why (subject to approval by CPO)

Account No. 0320-050-44901-00013 Prepared By: Matt Hughes Department Approval:  10-24-2024

A. K. Sales and Consulting, Inc

1202 E. 19th Street
Roswell, NM 88201

Quote

Date	Estimate #
10/15/2024	12419

Name / Address
City of Hobbs Attn: Matt Hughes 200 E. Broadway Hobbs NM 88240

Quantity	Description	Total List Price	Discount	Total
	City of Hobbs Attn: Matt Hughes 200 E. Broadway Hobbs NM 88240 Project: Del Norte Park Courts			
	Resurface two existing concrete Tennis Courts and Convert to 8 Pickleball Courts			
	Acid Wash Courts	2,915.64	583.13	2,332.51T
	Apply Concrete Primer to court	5,831.28	1,166.26	4,665.02T
	apply two coats of acrylic resurface	19,587.12	3,917.42	15,669.70T
	Apply two coats of acrylic color (2 colors from standard range)	19,587.12	3,917.42	15,669.70T
	Supply and install 4' galv. Chain link fence	23,322.00	4,664.40	18,657.60T
	Supply and install new tennis nets	5,616.00	1,123.20	4,492.80T
	crack repairs	12,480.00	2,496.00	9,984.00T
	Supervisor Fee	10,350.00		10,350.00T
	4 Cantilever Metal Canopies that are 10' L x 8'H with a 6' overhang.			
	Materials	44,528.00		44,528.00T
	Concrete	5,520.00		5,520.00T
	Labor	4,416.00		4,416.00T
	4 new basketball perforated steel backboards 72"w x 42"h with a flex goal.			
	SR-Perf Steel Perforated backboards 72"w x 42"h	5,628.00	844.20	4,783.80T
	GBR361 Flex Goal	1,156.00	173.40	982.60T
	Freight	996.50		996.50T

CES 2023-17-C313-ALL Athletic Tracks, Tennis, Basket & Pickle Ball Courts with installation.

Subtotal

Sales Tax (6.5625%)

Total

Phone #	Fax #
575-623-1488	575-623-0488

A. K. Sales and Consulting, Inc

1202 E. 19th Street
Roswell, NM 88201

Quote

Date	Estimate #
10/15/2024	12419

Name / Address
City of Hobbs Attn: Matt Hughes 200 E. Broadway Hobbs NM 88240

Quantity	Description	Total List Price	Discount	Total
	Cost to install basketball goals and disposal	2,040.00		2,040.00T
	Bonding Insurance	3,137.98		3,137.98T
	Sub Bond	2,148.30		2,148.30T
	<p align="center">***Terms and Conditions***</p> <ul style="list-style-type: none"> -AK Sales will contact line locate companies, but owners are required to locate private lines. - AK Sales will not be held responsible for damage to underground utilities. - An additional charge may be required if adverse digging conditions occur. - AK Sales shall not be held responsible for damage to the existing landscape. - Access with construction equipment is required. - Issuance of purchase order is acceptance of terms as stated in this estimate. - Tax rate may change at time of invoicing due to NM Gross Receipts Tax schedule 			

CES 2023-17-C313-ALL Athletic Tracks, Tennis, Basket & Pickle Ball Courts with installation.

Subtotal \$150,374.51

Sales Tax (6.5625%) \$9,868.33

Total \$160,242.84

Phone #	Fax #
575-623-1488	575-623-0488









CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
November 4, 2024

SUBJECT: Consideration of Approval of a CES Contract with ASE Construction in the Amount of \$123,818.55 for the Wastewater Reclamation Facility Parking Lot Rehabilitation (Cracksealing and Seal-Coating)

DEPT OF ORIGIN: Utilities

DATE SUBMITTED: 10/23/2024

SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

This project will repair approximately one hundred, forty thousand (140,000) square feet of asphalt parking lot around the City of Hobbs WWRF, Utilities Maintenance Building, and the City Warehouse. The repairs will consist of asphalt crack sealing, seal-coating the entire area, and re-stripping of various traffic markings.

Fiscal Impact:

Amount: \$123,818.55 (including NMGRT)

This parking lot rehabilitation project is funded at \$123,818.55 (including NMGRT) under the Utilities Enterprise Fund (WWRF Construction) Fund 62-4062-44901-00037.

Attachments:

2024 WWRF Admin Bldg Parking Lot Sealcoating and crack repair CES ASE Construction

Recommendation:

Mayor and Commission approve the quote Submitted by ASE Construction of Las Cruces, NM utilizing CES Contract Number 2023-05-R1260-ALL.

Approved By:

Tim Woomer, Utilities Director 10/23/2024

Toby Spears, Finance Director 10/23/2024

Valerie Chacon, City Attorney 10/24/2024

Manny Gomez, City Manager 10/28/2024

Job Order Details - City of Hobbs - WWP Asphalt Crack Fill & Sealing

This proposal was prepared exclusively for Cooperative Educational Services

Job Number: 24-4057

Job Name: City of Hobbs - WWP Asphalt Crack Fill & Sealing

Job Order Package

This proposal was prepared exclusively for Cooperative Educational Services

Job Name: City of Hobbs - WWP Asphalt Crack Fill & Sealing
Contract Name: Cooperative Educational Services JOC General Contract 2023-05-R1260-ALL
Contractor Name: ASE Construction, LLC
Created On: 10/16/2024
Generated By: using Gordian Job Order Contracting Core for Cooperative Educational Services

Detailed Scope Of Work - City of Hobbs - WWP Asphalt Crack Fill & Sealing

This proposal was prepared exclusively for Cooperative Educational Services

Job Number: 24-4057

Job Name: City of Hobbs - WWP Asphalt Crack Fill & Sealing

Date Created: 10/16/2024

Last Updated: 10/16/2024

Location: 200 E Broadway, Hobbs, NM 88240 NMGR: 6.5625% Lea County, Hobbs
Project Scope of Work: Crack fill and seal coat parking lot. Apply traffic arrows,
pavement striping.

Price Proposal - Cooperative Educational Services JOC General Contract 2023-05-R1260-ALL

This proposal was prepared exclusively for Cooperative Educational Services

Job Number: 24-4057
 Job Name: City of Hobbs - WWP Asphalt Crack Fill & Sealing
 Contractor: ASE Construction, LLC
 Date Created: 10/16/2024
 Last Update: 10/16/2024
 Proposal Value: \$123,818.55
 Construction Procurement Catalog: Year 2024 Quarter 3 - ROSWELL, NM

Summary By Division

Division	Line Total
01 General Requirements	\$12,828.73
32 Exterior Improvements	\$111,189.82

Non-Prepriced Items

Item Name	Division	QTY	Unit Price	Factor	Line Total
NMGRT	01 General Requirements	7625.190000	\$1.00	1.0000	\$7,625.19
Payment & Performance Bonds	01 General Requirements	5003.540000	\$1.00	1.0000	\$5,003.54

Detailed Price Proposal

Sr.#	Division	Line Item #	Mod	UOM	Description	QTY	Unit Price	Factor	Line Total
1	General Requirements	Non-Prepriced		EA	NMGRT	7625.190000	\$1.00	1.0000	\$7,625.19
						Total			\$7,625.19
2	Non-Prepriced			EA	Payment & Performance Bonds	5003.540000	\$1.00	1.0000	\$5,003.54
						Total			\$5,003.54
3	Exterior Improvements	320117610300		Hr.	Sealing cracks in asphalt paving, non-intersection medium traffic, add flagger Add flagger for non-intersection medium traffic				\$10,041.06
						Total			\$10,041.06

Price Proposal Report

4	321236331020	S.Y.	Slurry Seal Type I-PMCGS-1h-EAS, (12lbs/sy, 1/8", 20% asphalt emulsion), parking lot Parking Lot	160.000000	\$45.23	1.3875	\$10,041.06	\$60,771.67
				QTY	Unit Price	Factor	Total	
				16222.000000	\$2.70	1.3875	\$60,771.67	
5	321723140790	L.F.	Pavement markings, layout of pavement marking Layout of pavement marking					\$349.65
				QTY	Unit Price	Factor	Total	
				3600.000000	\$0.07	1.3875	\$349.65	
6	321723141330	Ea.	Pavement markings, permanent thermoplastic tape, letters, 6" high, including layout 6"					\$197.14
				QTY	Unit Price	Factor	Total	
				8.000000	\$17.76	1.3875	\$197.14	
7	321723141200	Ea.	Pavement markings, handicap symbol, painted Handicap symbol					\$179.63
				QTY	Unit Price	Factor	Total	
				2.000000	\$64.73	1.3875	\$179.63	
8	321723130760	S.F.	Painted pavement markings, thermoplastic, white or yellow, arrows Arrows					\$6,287.46
				QTY	Unit Price	Factor	Total	
				475.000000	\$9.54	1.3875	\$6,287.46	
9	320117610195	L.F.	Sealing cracks in asphalt paving, light traffic, rapid set, 1" wide x 1" deep 1" wide x 1" depth					\$33,363.21
				QTY	Unit Price	Factor	Total	
				9284.000000	\$2.59	1.3875	\$33,363.21	

Price Proposal Report



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
November 4, 2024

SUBJECT: Consideration of Approval of Change Order Number 1 for Project #2023-69; Provide Materials, Labor, Programming and Associated Engineering Services for the Waste Water Reclamation Facility (WWRF) Scada System Design and Replacement Project

DEPT OF ORIGIN: Utilities

DATE SUBMITTED: 10/24/2024

SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

- Pursuant to the City of Hobbs' Resolution Number 7475; Approval for Subcontractor Substitution. Change Order Number 1 designates the subcontractor substitution on the Project from Tesco Controls, Inc. to the new subcontractor on Project #2023-69, INFRAMARK LLC.
- Change Order Number 1 includes the provision that Ingram Professional Services, Inc. (IPS) shall provide a performance bond for the Project to the City of Hobbs.
- Change Order Number 1 will increase the original contract amount of \$6,921,054.97 by \$31,131.04 to \$6,953,186.01 including NMGRT.

Fiscal Impact:

\$6,953,186.01 including NMGRT

The not-to-exceed amount for design and related services is \$6,953,186.01. Materials, Labor, Programming, and Associated Engineering Services for the Waste Water Reclamation Facility (WWRF) Scada System Design and Replacement Project. This Project is budgeted in the FY 2024- 2025 Utilities Enterprise Fund, line item 62-4062-44901-00321.

Attachments:

IPS Change Order No. 1 -
Dual Obligee Rider Hobbs NM
IPS COH letter revs.

Recommendation:

Approve Change Order Number 1 for Project #2023-69; Provide Materials, Labor, Programming, and Associated Engineering Services for the Waste Water Reclamation Facility (WWRF) Scada System Design and Replacement Project for the City of Hobbs.

Approved By:

Tim Woomer, Utilities Director	10/24/2024
Toby Spears, Finance Director	10/24/2024
Valerie Chacon, City Attorney	10/28/2024
Manny Gomez, City Manager	10/28/2024

INGRAM PROFESSIONAL SERVICES CHANGE ORDER NO. 1

Owner: City of Hobbs
 Contractor: Ingram Professional Services
 Project: WWRF SCADA System Design and Replacement
 Contract Name: Professional Services Agreement

Owner’s Project No.: 2023-69
 Contractor’s Project No.: 44951

Effective Date of Change Order:
 Immediately upon approval

The Contract is modified as follows upon execution of this Change Order:

Description:

- 1. Approval of INFRAMARK LLC as substitution Sub-Contractor**
- 2. Acceptance of Performance Bond provided by INFRAMARK and Ingram Professional Services’ commitment to obtain the additional bond**
- 3. Timeline extension – To be determined after City of Hobbs approves this change order**

Attachments:

- 1. City of Hobbs Resolution NO. 7475 Approving IPS’ Request for Sub Contractor Substitution,**
- 2. Inframark’s Performance Bond,**
- 3. RAC Insurance Services letter of intent to provide bond subject to City of Hobbs approval**

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>6,921,054.97</u> inclusive NM GRT	Original Contract Times: Substantial Completion: <u>March 2026</u> Ready for final payment: <u>April/May 2026</u>
Increase from previously approved Contract: \$ <u>32,131.04</u> inclusive NM GRT	Increase/Decrease in Contract Times: Substantial Completion: TBD based on timing for City to approve this Change Order Ready for final payment: TBD based on timing for City to approve this Change Order
Contract Price incorporating this Change Order: \$ <u>6,953,186.01</u> inclusive NM GRT	Contract Times with all approved Change Orders: Substantial Completion: <u>TBD</u> Ready for final payment: <u>TBD</u>

Authorized by Owner

Accepted by Contractor

By: _____ Title: _____ Date: _____	_____ _____ _____
------------------------------------------	-------------------------

DUAL OBLIGEE RIDER

BOND NUMBER: ES00018117

WHEREAS, on or about the day of August 2024
Inframark, LLC as Contractor, entered into a written agreement with
Ingram Professional Services, Inc. as Obligee, for the construction of
WWRF SCADA System Design and Replacement Project
herein referred to as the Contract, and

WHEREAS, the Contractor and Everest Reinsurance Company
 as Surety, made, executed and delivered to said Obligee their joint and several Bond, and

WHEREAS, upon the conditions herein stated, consent is hereby given by both
the Contractor and the Surety to include the name(s) of City of Hobbs
200 E. Broadway St., Hobbs, NM 88240 as
Co-Obligee(s), said Co-Obligee having a material interest in the performance of said contract.

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration,
receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

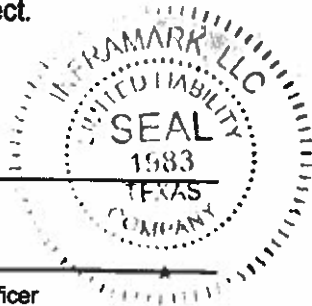
The aforesaid Bond shall be and it is hereby amended as follows:

1. The name(s) of City of Hobbs as
Co-Obligee(s) shall be added to said Bond as a Named Obligee.
2. The rights of the Co-Obligee(s) shall be subject to the condition precedent that all the Obligee's obligations to the contractor be performed; provided, however, that the aggregate liability of the Surety under said Bond to the Co-Obligees, as their interests may appear, is limited to the penal sum of the Bond and provided, further, that the Surety may, at its option, make any payments under said Bond Jointly to the Co-Obligees; and further provided there shall be no liability under the Bond to the Co-Obligees, or either of them, unless payment be made to the Contractor at the time and in the manner provided in the contract.
3. Except as herein modified, said Bond shall be and remain in full force and effect.

SIGNED, SEALED AND DATED THIS 16th day of October 2024

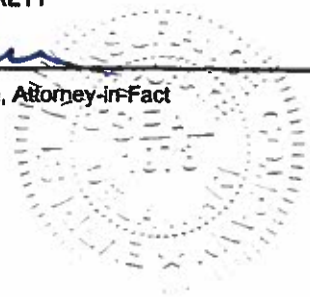
Barbara Braentner
Barbara Braentner, Witness

Inframark, LLC
PRINCIPAL
BY: Ozoug Etta
Ozoug Etta, Chief Financial Officer



S. Nicole Evans
S. Nicole Evans, Witness

Everest Reinsurance Company
SURETY
BY: Stephanie Gunderson
Stephanie Gunderson, Attorney-in-Fact



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of TEXAS
County of Harris)

On October 16, 2024 before me, Diana Alexis Cervantes, Notary Public
(insert name and title of the officer)

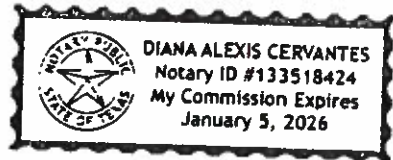
personally appeared Stephanie Gunderson =====
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of TEXAS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Diana Cervantes*

(Seal)





**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

S. Nicole Evans, Stephanie Gunderson, Diana Cervantes, Carlos A. Albelo

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be, and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Nicole Chase, Assistant Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 16th day of October 2024.



By: Nicole Chase, Assistant Secretary



INSURANCE
SERVICES, INC.

October 17, 2024

City of Hobbs
200 E Broadway
Hobbs, NM 88240

Re: Ingram Professional Services, Inc.

To Whom It May Concern,

It is the privilege of RAC Insurance Services, Inc., as surety agent, and Intact Insurance Company, as surety, to provide surety bonds on behalf of IPS. At the present time Intact Insurance Company has underwritten and is prepared to provide a \$2,500,000 single project surety bond to IPS for the benefit of the City of Hobbs.

A change order executed by the City of Hobbs approving the issuance of the bond request to IPS must be received on or before November 10, 2024 which must specify the bonding amount of \$2,500,000.

Sincerely,

RAC Insurance Services, Inc.

By: _____

Randy Atwood

1819 N. TURNER, STE. G
HOBBS, NM 88240
(575) 433-3111



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
November 4, 2024

SUBJECT: Resolution No. 7566 - Approving a Development Agreement with Stuard Development for the Extension of Del Norte Parkway Through Trinity Estates

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 9/25/2024

SUBMITTED BY: Kristalyn Seepersad, Planning Project Manager

Summary:

Stuard Development with the development of Trinity Estates Unit 3 includes the requirement of extending Del Norte Parkway to the west boundary of the proposed development. The Planning Board reviewed and recommended the participation in the Collector Roadway, Oversize of Public Infrastructure and the GAP of infrastructure to reach the proposed development (vote 6-0).

The City of Hobbs has drafted a Development Agreement with Stuard Development, in which the City would participate in GAP, Oversize and Fair Share Public Infrastructure Participation Agreement for roadway and utilities along a portion of the future Del Norte Parkway extension. Estimated City participation was discussed at the Planning Board meeting on September 17th while discussing the new changes to the policy.

Fiscal Impact:

Budget No.: 22-4022-44901-00387

Available: \$3,163,056

Lea County Funding: \$5,600,000

DA encumbrance: \$758,565.00

Attachments:

Del Norte Parkway Infra Ext Reso

TRINITY - DEL NORTE PRKWY - DA 11-4-24

Exhibit A - Location Map - Cost

Recommendation:

Consider the approval / denial of the Resolution and Development Agreement

Approved By:

Todd Randall, Assistant City Manager 10/28/2024

Toby Spears, Finance Director 10/28/2024

Valerie Chacon, City Attorney 10/28/2024

Manny Gomez, City Manager

10/28/2024

CITY OF HOBBS

RESOLUTION NO. _____

**A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH
STUARD DEVELOPMENT FOR THE EXTENSION OF
DEL NORTE PARKWAY THROUGH TRINITY ESTATES**

WHEREAS, the City of Hobbs is proposing to enter into an Infrastructure Extension Development Agreement with Stuard Development, concerning the extension of Del Norte Parkway through Trinity Estate; and

WHEREAS, the aforementioned Development Agreement requires the Developer to pay the Fair Share Development Cost of the required Public Infrastructures; and

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 4th day of November, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

INFRASTRUCTURE DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, between the City of Hobbs, New Mexico, a New Mexico Municipal Corporation, (hereafter called the "City"); and Stuard Development, LLC, 1702 W Poco St., Hobbs, NM 88240 (hereafter called "Developer").

RECITALS:

WHEREAS, "Developer" has proposed to construction the projection of **Del Norte Parkway** from the existing terminus west of Grimes to service Trinity Estates Unit 3; and

WHEREAS, the projection of **Del Norte Parkway**, 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, "Developer" has beneficial use of the public infrastructure on the south side only and the "City" may participate in fair share and oversize of public infrastructure; and

WHEREAS, "City" has examined the proposed improvements and the larger area that could be served and the Life, Health and Safety benefits of the proposed extension, and has concluded that participation in the cost of the Infrastructure would benefit the Public.

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 Del Norte Parkway within the 80' dedicated right of way from the existing terminus west of Grimes (being +/- 1,760 lineal feet along the Center Line), as a Major Collector Section per the COH Major Thoroughfare Plan.
2. The Developer shall design or cause to be designed construction plans for the development of public infrastructure, comprised of +/- 1,760' of a 10" water, 10" sewer and collector roadway with sidewalk, for municipal review and approval
3. Upon approval of the construction plans the Developer shall construct or cause to be constructed the Public Infrastructure. The Developer shall employ the services of a registered New Mexico Civil Engineer who shall certify the installation of the Public Infrastructure as to compliance with the plan set and City of Hobbs Standards prior to municipal acceptance.
4. After receipt of the Engineer of Records Certification of Compliance and recordation of any dedications to contain the Public Infrastructure as required, the City shall reimburse the Developer for the Public Infrastructure installed, not to exceed **\$758,565.00**. (See Exhibit "A" Sketch Plan attached hereto)
 - a. **Del Norte Prkwy Assessments:** Property to the North of Del Norte Prkwy will have future assessments per the utility service policy for water and sewer. In addition, the City shall collect roadway assessments for any future subdivision or

new construction on a pro-rata basis for a standard residential roadway section for residential (37' boc w/ 2" HMA & 6" Base)) purposes and collector roadway section (41' boc w/ 3" HMA & 8" Base) for any commercial purposes.

5. Responsibilities of the parties hereto are as follows:
 - a. The Developer shall:
 - i. Acquire all Public Infrastructure dedications as required.
 - ii. Submit a Plan Set for review and approval.
 - iii. Employ the services of a Civil Engineer to oversee the Construction and Certification of the public infrastructure.
 - b. The City shall:
 - i. Review and Approve construction plan set.
 - ii. After receipt of the Engineer of Records Certification of Compliance and recordation of any dedications to contain the public infrastructure as required, the City shall reimburse the Developer of the actual cost for the Public Infrastructure installed, not to exceed **\$758,565.00**. (See Exhibit "A" Sketch Plan attached hereto)
 - iii. Collect roadway assessments for any future subdivision or new construction on a pro-rata basis for a standard residential roadway section for residential (37' boc w/ 2" HMA & 6" Base)) purposes and collector roadway section (41' boc w/ 3" HMA & 8" Base) for any commercial purposes
6. All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: Planning Department, 200 E. Broadway, Hobbs, NM 88240; to Developer – Stuard Development, LLC, 1702 W Poco St., Hobbs, NM 88240, or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.
7. 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.
8. **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 shall review and process the construction plan set in a forthright manner and with due diligence.

9. Representations of Developer.

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.

10. 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.

11. 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.

12. 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.

13. TERMINATION. This Agreement shall be terminated upon the completion of all installation and construction defined herein or 365 days from ratification.

14. 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

Sam D. Cobb – Mayor
Owner

Stuard Development, LLC – Developer\Property

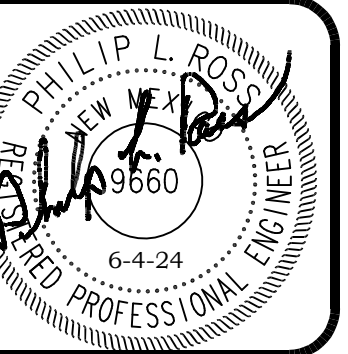
ATTEST:

APPROVED AS TO FORM:

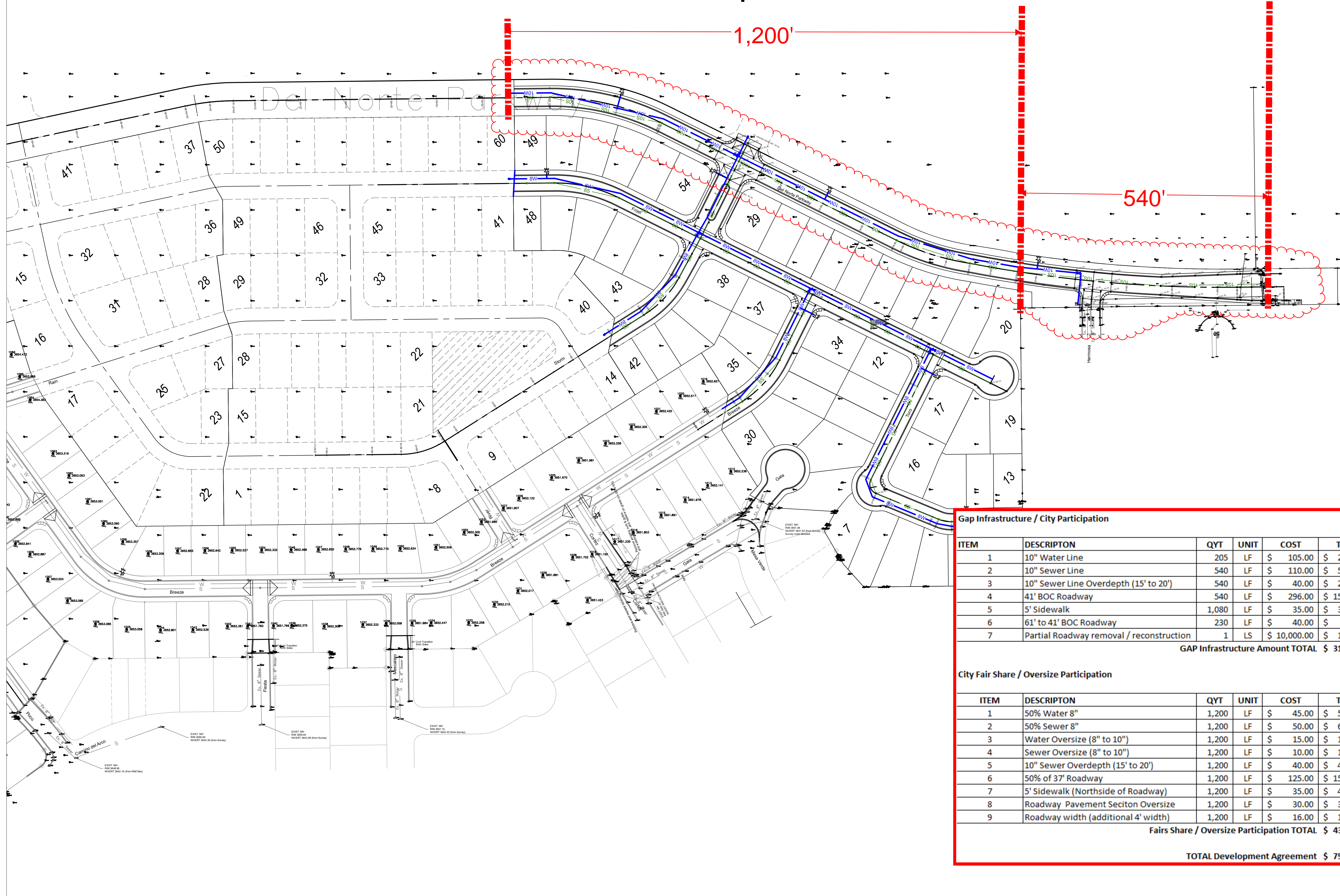
Jan Fletcher, City Clerk

Valerie Chacon, City Attorney

Exhibit A Attached – Location Map / Preliminary Site Plan



Fair Share Participation & Oversize



Gap Infrastructure / City Participation					
ITEM	DESCRIPTION	QYT	UNIT	COST	TOTAL
1	10" Water Line	205	LF	\$ 105.00	\$ 21,525.00
2	10" Sewer Line	540	LF	\$ 110.00	\$ 59,400.00
3	10" Sewer Line Overdepth (15' to 20')	540	LF	\$ 40.00	\$ 21,600.00
4	41' BOC Roadway	540	LF	\$ 296.00	\$ 159,840.00
5	5' Sidewalk	1,080	LF	\$ 35.00	\$ 37,800.00
6	61' to 41' BOC Roadway	230	LF	\$ 40.00	\$ 9,200.00
7	Partial Roadway removal / reconstruction	1	LS	\$ 10,000.00	\$ 10,000.00
GAP Infrastructure Amount TOTAL					\$ 319,365.00
City Fair Share / Oversize Participation					
ITEM	DESCRIPTION	QYT	UNIT	COST	TOTAL
1	50% Water 8"	1,200	LF	\$ 45.00	\$ 54,000.00
2	50% Sewer 8"	1,200	LF	\$ 50.00	\$ 60,000.00
3	Water Oversize (8" to 10")	1,200	LF	\$ 15.00	\$ 18,000.00
4	Sewer Oversize (8" to 10")	1,200	LF	\$ 10.00	\$ 12,000.00
5	10" Sewer Overdepth (15' to 20')	1,200	LF	\$ 40.00	\$ 48,000.00
6	50% of 37' Roadway	1,200	LF	\$ 125.00	\$ 150,000.00
7	5' Sidewalk (Northside of Roadway)	1,200	LF	\$ 35.00	\$ 42,000.00
8	Roadway Pavement Section Oversize	1,200	LF	\$ 30.00	\$ 36,000.00
9	Roadway width (additional 4' width)	1,200	LF	\$ 16.00	\$ 19,200.00
Fairs Share / Oversize Participation TOTAL					\$ 439,200.00
TOTAL Development Agreement					\$ 758,565.00

NO.	DATE	REVISIONS:	BY	CHK	ENGR	APP.
1						
2						
3						
4						
5						

STUARD DEVELOPMENT
TRINITY ESTATES
DEL NORTE PARKWAY
OVERALL LAYOUT



Drawn By:	Checked by:
SMM	PLR
Date:	Disk:
6-4-24	GENERAL
File Name:	Job No.:
BASE	



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
November 4, 2024

SUBJECT: Resolution No. 7567 - Approving an Infrastructure Development Agreement with Walker Sims Oil Co, Inc., d/b/a Swift Stop Related to the Development of Property Located at College Lane and Lovington Hwy.

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 10/24/2024

SUBMITTED BY: Kristalyn Seepersad, Planning Project Manager

Summary:

The City of Hobbs and Swift Stop have discussed a development agreement in regard to the development of a convenience center at the intersection of SR-18 and College Lane and the City's College Lane roadway project. In addition, the City of Hobbs and Swift stop. Additional right of way dedication is needed along the proposed College Ln. realignment and the existing intersection of College Ln. and Lovington Hwy. The City will participate with the relocation of a proposed temporary driveway on Lovington Hwy to access the new roadway re-alignment.

Swift would dedicate approximately 20,000 sq. ft of property to the City of Hobbs. In exchange, the City would waive any utility assessment fees for the City waterline, re-locate the temporary driveway and pay for dedication plat.

Fiscal Impact:

The waiving of utility assessment fees is estimated at \$21,390

The costs of relocating the driveway would be part of the College Ln. improvements

Attachments:

Swift Stop - DA 11-4-24 Reso

Swift Stop - DA 11-24-24

EXHIBIT 1

L24 7-29 CITY - SWIFT LETTER OF INTENT ver 2

Recommendation:

Consideration and approval / denial of a Development Agreement with Swift Stop

Approved By:

Todd Randall, Assistant City Manager 10/25/2024

Toby Spears, Finance Director 10/25/2024

Valerie Chacon, City Attorney

10/28/2024

Manny Gomez, City Manager

10/28/2024

CITY OF HOBBS

RESOLUTION NO. _____.

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH SWIFT STOP FOR THE DEDICATION OF RIGHT OF WAY AND COORDINATION OF THE RE-ALIGNMENT OF COLLEGE LANE.

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Swift Stop, concerning the realignment of College Lane and the development of Swift Stop; and

WHEREAS, the aforementioned Development Agreement requires the Developer to dedicated right of way for the College realignment and existing intersection of College In.; and

WHEREAS, the City of Hobbs agrees to coordinate the construction of the convenience shop and future City of Hobbs construction as described in the Development Agreement; and

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

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

PASSED, ADOPTED AND APPROVED this 4th day of November, 2024.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

INFRASTRUCTURE DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, between the City of Hobbs, New Mexico, a New Mexico Municipal Corporation, (hereafter called the "City"); and Walker Sims Oil Co., Inc. dba Swift Stop, PO Box 54077 Lubbock, TX 79423 (hereafter called "Developer").

RECITALS:

WHEREAS, "Developer" has proposed the development of a convenience center at the intersection of SR 18 (Lovington Highway) and College Lane; and

WHEREAS, the "City" has a roadway project to re-align College Lane with Lovington Highway; and

WHEREAS, the realignment of College Lane, 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, "City" has offered to coordinate the construction for the roadway re-alignment and future City of Hibbs construction; and

WHEREAS, "City" has examined the proposed improvements and the larger area that could be served and the Life, Health and Safety benefits of the proposed extension, and has concluded that participation in the construction would benefit the Public.

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

1. There will be temporary driveway access on SR 18 (Lovington highway)
 - a. During construction the "City" will install a new driveway access along College Lane and demolish existing access to SR 18 after new access is established.
 - b. The "City" will coordinate with "Developer" on new driveway construction.
 - c. "Developer" will not be responsible for costs associated with the driveway re-location with the College Lane realignment and construction.
 - d. "Developer" will not be responsible for any costs associated with the installation of a new Traffic Signal.
2. The Developer shall dedicate the necessary right of way along existing College Lane.
 - a. Developer to dedicate necessary right of way along existing College Lane, which include increased radius at the SE corner of SR 18 and existing College Lane.
 - b. Developer to dedicate additional right of way along the proposed college lane roadway to accommodate new roadway construction and additional turning lanes at the intersection.

- c. Developer to dedicate necessary right of way within the eastern trainable area for roadway realignment and drainage improvements.

d. College Lane Assessments:

- i. The Developer will not be responsible for any roadway and/or utility assessments.
- ii. The Developer will be responsible for any water and sewer tap costs.

3. Responsibilities of the parties hereto are as follows:

a. The Developer shall:

- i. Acquire all Public Infrastructure dedications as required.
- ii. Submit a Plan Set for review and approval.

b. The City shall:

- i. Review and Approve construction plan set.
- ii. Coordinate the construction of the College Lane realignment and the as well as the Swift Shop construction during that time.

4. All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: Planning Department, 200 E. Broadway, Hobbs, NM 88240; to Developer – Walker Sims Oil Co., Inc. dba Swift Stop, PO Box 54077 Lubbock, TX 79423, or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

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 shall review and process the construction plan set in a forthright manner and with due diligence.

7. Representations of Developer.

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 shall be terminated upon the completion of all installation and construction defined herein or 800 calendar days from ratification.

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

Sam D. Cobb – Mayor

Walker Sims Oil Co., Inc. dba Swift Stop

ATTEST:

APPROVED AS TO FORM:

Jan Fletcher, City Clerk

Valerie Chacon, City Attorney

Exhibit A Attached – Location Map / Preliminary Site Plan

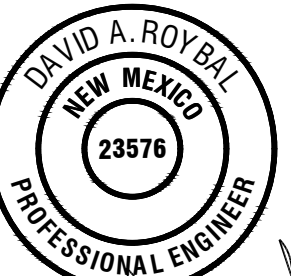
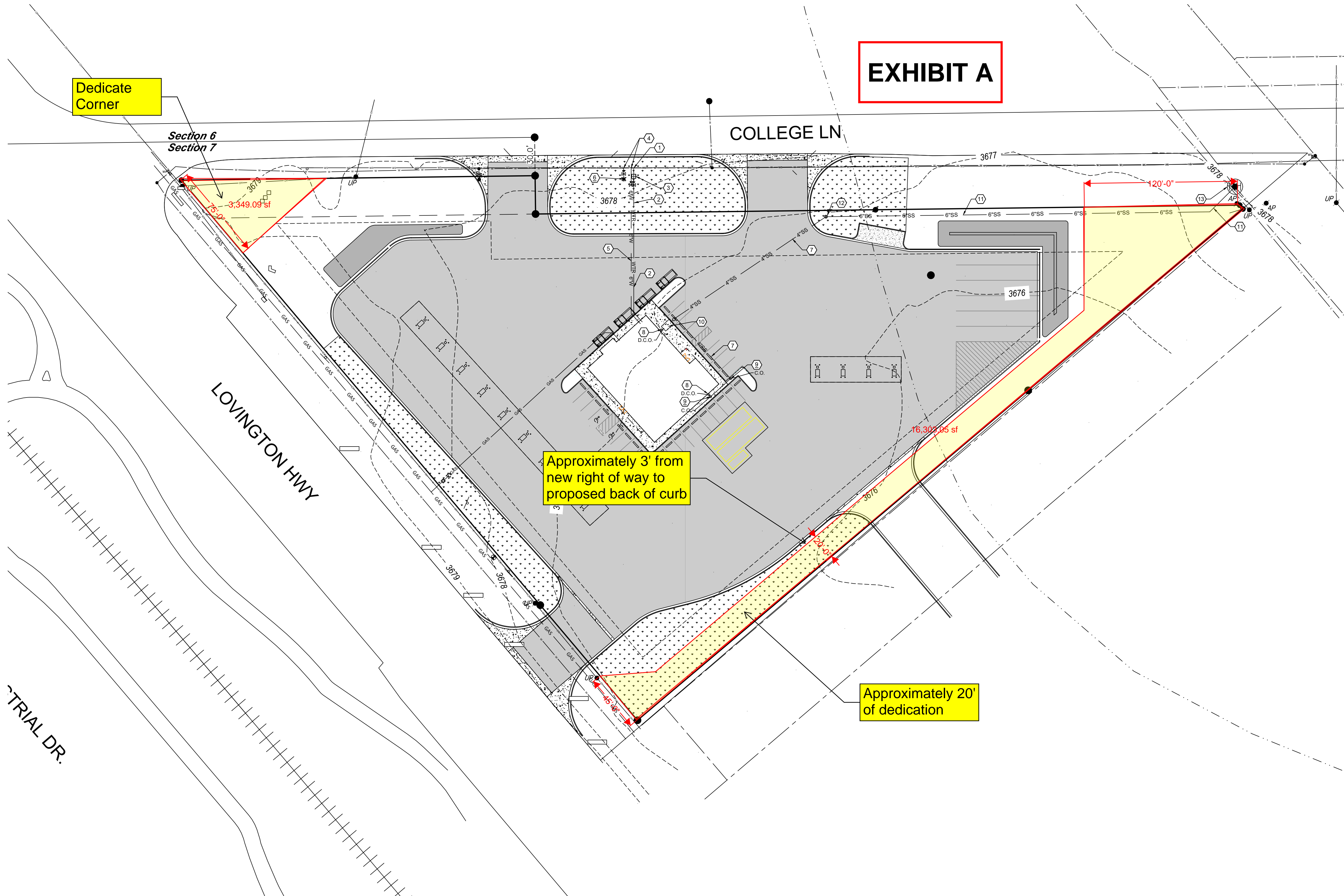


EXHIBIT A



LEGEND

—OHE	EXISTING OVERHEAD ELECTRIC LINE
—GAS	EXISTING GAS LINE
—SS	EXISTING SANITARY SEWER LINE
—W	EXISTING WATER LINE
—2"W	PROPOSED 2" WATER LINE
—4"W	PROPOSED 4" WATER LINE
—6"W	PROPOSED 6" WATER LINE
—8"W	PROPOSED 8" WATER LINE
—10"W	PROPOSED 10" WATER LINE
—18"W	PROPOSED 18" WATER LINE
—4"SS	PROPOSED 4" SANITARY SEWER LINE
—6"SS	PROPOSED 6" SANITARY SEWER LINE
—UOE	PROPOSED UNDERGROUND ELECTRIC
⊗	EXISTING WATER VALVE
⊕	EXISTING FIRE HYDRANT
⊙	EXISTING SANITARY SEWER MANHOLE
⊠	EXISTING POWER POLE
⊞	PROPOSED WATER METER

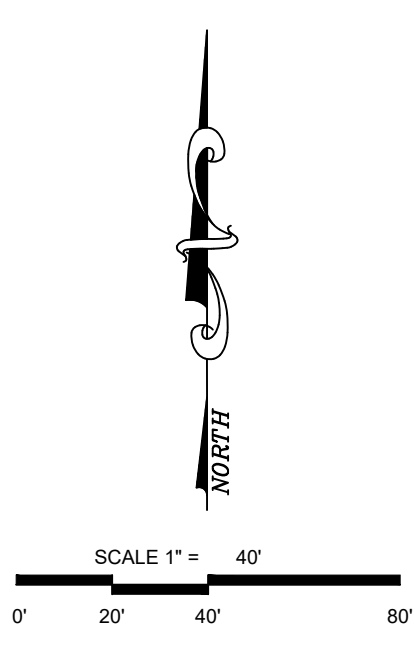
KEYED NOTES

- TIE-IN 1.5" PVC SCHEDULE 80 DOMESTIC WATER LINE INTO EXISTING CITY WATER LINE PER DETAILS 1 AND 2, SHEET CU-501.
- INSTALL 1.5" PVC SCHEDULE 80 DOMESTIC WATER LATERAL LINE PER DETAILS 1 AND 2 ON SHEET CU-501.
- INSTALL WATER METER PER DETAIL 8, SHEET CU-502. INSTALL METER PER GENERAL NOTE 1 THIS SHEET.
- TIE-IN 6" PVC C900 FIRE LINE INTO EXISTING CITY WATER LINE PER DETAILS 1 AND 2, SHEET CU-501.
- INSTALL 6" PVC C900 FIRE LINE PER DETAILS 1 AND 2 ON SHEET CU-501.
- EXISTING FIRE HYDRANT TO BE RELOCATED PER DETAIL 9, SHEET CU-501.
- INSTALL 4" SANITARY SEWER LINE PER DETAIL 2, SHEET CU-501.
- INSTALL DOUBLE CLEAN OUT PER DETAIL 7, SHEET CU-501.
- INSTALL SANITARY SEWER CLEAN OUT PER DETAIL 6, SHEET CU-501.
- PROPOSED GREASE INTERCEPTOR, REFER TO MEP PLANS.
- INSTALL 6" SANITARY SEWER LINE PER DETAIL 2, SHEET CU-501.
- INSTALL SEWER MANHOLE PER DETAIL 5, SHEET CU-501.
- TIE IN TO EXISTING SANITARY SEWER MANHOLE.
- INSTALL 2" GAS LINE. COORDINATE INSTALLATION WITH ZIA GAS.

GENERAL NOTES:

- CONTRACTOR TO COORDINATE WATER METER ASSEMBLY WITH THE CITY OF HOBBS UTILITIES DEPARTMENT.
- CONTRACTOR TO COORDINATE WITH CITY OF HOBBS FOR WATER AND SEWER TIE-IN.
- THE TIE-IN ELEVATIONS FOR THE UTILITIES TO BE FILED VERIFIED.
- CONTRACTOR TO COORDINATE WITH XCEL ENERGY FOR ELECTRIC LINE INSTALLATION.
- CONTRACTOR TO COORDINATE FOR FINAL LOCATION OF THE GAS METER AND CONNECTION POINT FOR GAS LINES WITH ZIA GAS.

**Swift Stop Convenience Store
 New Building and Fueling Canopy**
 Hobbs, New Mexico



Project Number	2302
Drawn By	DW
Checked	JS
Issue Date	January 15, 2024

**CIVIL
 UTILITY
 PLAN**

CU-101



CITY MANAGER OFFICE

200 E. Broadway
Hobbs, NM 88240

575-397-9206 bus

July 29th, 2024

Garrett McKinnon
Director of Operations
Walker Sims Oil Co., Inc. dba Swift Stop
PO Box 54077
Lubbock, TX 79423

806.745.1668
garrett@walkersimsoil.com

**Re: Swift Convenience Center – College & SR 18
Letter Agreement and Terms for a Development Agreement**

Dear Garret McKinnon:

Thank you for your investment in our community. The purpose of this letter is to express the intent of the City of Hobbs (City) and Swift Stop (Swift) regarding the development of a convenience center at the intersection of SR 18 and College Ln. As we've discussed in previous meeting, the City of Hobbs has a roadway project to re-align College Ln. with Lovington Hwy, which will impact your project. We believe that we can coordinate your construction and future City of Hobbs construction, which has been discussed jointly with you, your design consultants and City of Hobbs. Based on those discussion, City staff would support a development agreement for City Commission approval with the following conceptual terms:

1. Driveway Access on SR 18 (Lovington Hwy)

- a. City will support a temporary driveway on SR 18 until the re-alignment of College Ln. is built.
- b. City of Hobbs during construction of College Ln. will install new driveway access along College Ln and demo existing access to SR 18 after new access is established.
- c. City of Hobbs will coordinate with Swift on new driveway construction.
- d. Swift will not be responsible for costs associated with the driveway re-location with the College Ln. realignment and construction.
- e. Swift will not be responsible for any costs associated with the installation of new Traffic Signal.

2. Roadway Dedication

- a. Swift to dedicate necessary right of way along existing College Ln., which include increased radius at the SE corner of SR 18 and existing College Ln.
- b. Swift to dedicate additional right of way along the proposed College Ln. roadway to accommodate new roadway construction and additional turning lanes at the intersection.
- c. Swift to dedicate necessary right of way within the eastern trainable area for roadway realignment and drainage improvements
- d. City of Hobbs to pay for the subdivision dedication plat and filing of plat at the Lea County Courthouse.

3. Roadway & Utility Assessment

- a. Swift will **not** be responsible for any roadway and/or utility assessment.
- b. Swift will be responsible for any water and sewer tap costs.

4. This letter reflects the intentions of Swift and City, but for the avoidance of doubt neither this letter nor its acceptance shall give rise to any legally binding or enforceable obligation on either side.

The above terms set forth the understanding of the parties. Please indicate your concurrence by executing this letter in space provided below.

If you or your staff has any questions or need additional information about this matter, please contact me at 575-397-9206.

Sincerely,
THE CITY OF HOBBS

Todd Randall, Asst. City Manager

SWIFT STOP



Garrett McKinnon, Director of Operations



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
November 4, 2024

SUBJECT: Consideration of Approval of Fee Amendment No. 1 for the College Lane Widening and Realignment Project

DEPT OF ORIGIN: Engineering

DATE SUBMITTED: 10/25/2024

SUBMITTED BY: Anthony Henry, City Engineer

Summary:

The purpose of this Fee Amendment is to add additional professional services to the College Lane Widening and Realignment Project for the acquiring and converting existing roadway easements into Right-of-Way throughout the College Lane corridor. The Fee Amendment will also include additional surveying services as several facilities have been constructed since the original survey, including improvements at College Lane Elementary and the construction of Piedra Drive. City staff recognized the need to perfect the Right-of-Way as best practice to prepare the corridor for future growth and expansion.

Fiscal Impact:

Budget Line:	48-4048-44901-00179
Budgeted:	\$1,172,437.92
Previously Approved 60% Design Fee:	\$963,595.10
Fee Amendment No. 1 (additional ROW & Surveying):	\$172,970.00
NMGRT @ 6.5625%	\$74,587.08

Total Design Fee: \$1,211,152.18

Implementation of this Fee Amendment is subject to DFA approval of FY 25 BAR No. 1 as approved by the City of Hobbs Commission on October 21, 2024.

Attachments:

Fee Amendment No. 1 College Ln.

Recommendation:

Consideration and Approval of Fee Amendment No. 1 (RFP 538-23) to Stantec Consulting Services Inc. for additional Right-of-Way and Surveying services.

Approved By:

Anthony Henry, City Engineer	10/25/2024
Toby Spears, Finance Director	10/28/2024
Valerie Chacon, City Attorney	10/28/2024
Manny Gomez, City Manager	10/28/2024



Stantec Consulting Services Inc.
 3831 E. Lohman Avenue, Suite 200, Las Cruces, NM 88011-8447

September 30, 2024

Attention: Toby Spears
 Finance Director
 City of Hobbs
 200 E. Broadway
 Hobbs, NM 88240
accounts payable@hobbsnm.org

Reference: Stantec Project #181711282 – RFP No. 538-23 – College Lane Widening & Realignment - Change Order #1 Amended - Preliminary Engineering 60% Design

Dear Mr. Spears,

On behalf of Stantec Consulting Services Inc., we are pleased to provide a proposal for additional professional services fees associated with the acquisition/converting of existing road easements to Right of Way on the College Lane corridor. The City identified a desire to convert existing easements into Right of Way during the September 5, 2024 Project Meeting.

The additional proposed Right-of-Way Mapping Fees identified in this request include supplemental Topographic Surveying required to provide current data for newly constructed facilities along the original corridor.

This requested Amendment to Change Order #1 includes additional scope of services for our subconsultants; **Square Root Services (SRS)** and **On Demand ROW (ODR)**.

Proposed Additional Fees:

300.500 – SRS, Right-of-Way Mapping (including supplemental Topographic Survey)	\$ 42,630.00
300.600 – ODR, Right-of-Way Acquisition	\$ 130,340.00

Amended Change Order #1 Proposed Fees (T&M):

300.100 – Project Management & Coordination	\$ 73,448.70
300.200 – Drainage Evaluation	\$ 26,400.00
300.300 – Design Oversight and Quality Control/Assurance	\$ 81,326.00
300.400 – Design Drawings	\$ 359,594.00
300.500 – Right-of-Way Mapping - Amended	\$ 139,530.00
300.600 – Right-of-Way Acquisition - Amended	\$ 409,714.00
300.700 – Railroad Coordination	\$ 22,620.00
300.800 – Traffic Signal Coordination	\$ 8,580.00
300.900 – Public Involvement	\$ 15,352.40

Amended CO#1 Sub-Total Fees excluding NMGR%: \$1,136,565.10

Previously approved CO#1 Sub-Total Fees excluding NMGR%: \$ 963,595.10

City of Hobbs, NMGR @ 6.5625%: \$ 74,587.08

Amended CO#1 Total Fees including NMGR @ 6.5625% (subject to change): \$1,211,152.18

Previously approved CO#1 Total Fees including NMGR @ 6.5625%: \$1,026,831.03

September 30, 2024

Toby Spears

Page 2 of 2

Reference: Stantec Project #181711282 – RFP No. 538-23 – College Lane Widening & Realignment -Change Order #1 Amended - Preliminary Engineering 60% Design

Terms and Conditions:

The Terms and Conditions for this project and change order are applicable to the Terms and Conditions listed on the Professional Services Agreement RFP# 538-23 Contract# 2023-75-3 between the City of Hobbs, NM and Stantec Consulting Services Inc., executed on March 20, 2023.

Please contact Project Manager Gene Paulk at (505) 313-1240 or via email at Gene.Paulk@stantec.com if you have any questions or need additional information.

Thank you,

Stantec Consulting Services Inc.

Gabby Contreras-Apodaca, PE

Principal

Phone: 575-366-2991

Gabby.Contreras-Apodaca@stantec.com

cc: Todd Randall trandall@hobbsnm.org

cc: Anthony Henry ahenry@hobbsnm.org

Attachments: Stantec Fee Estimate, Stantec 2023 Billing Rates, Subconsultants Fee Proposals

City of Hobbs, NM Owner Acceptance:

City of Hobbs, NM Signing Authority

2023 Stantec Standard Billing Rate Table - 1

Title	Level	Hourly Rate
Principal	Level 18	\$265
Senior Engineer	Level 18	\$265
Senior Project Manager	Level 18	\$265
Senior Project Manager	Level 17	\$259
Senior Transportation Engineer	Level 16	\$250
Principal	Level 15	\$220
Senior Engineer	Level 15	\$220
Senior Project Manager	Level 15	\$220
Senior Project Manager	Level 14	\$195
Senior Engineer	Level 14	\$198
Senior Transportation Engineer	Level 14	\$195
Senior Hydraulic Engineer	Level 14	\$195
Client Service Manager	Level 14	\$195
Senior Project Engineer	Level 13	\$187
Senior Project Manager	Level 13	\$187
Client Manager	Level 13	\$187
Project Manager	Level 12	\$178
Senior Engineer	Level 12	\$178
Project Engineer	Level 12	\$178
Senior Civil Designer	Level 12	\$178
Grant Specialist	Level 11	\$172
Senior Project Manager	Level 11	\$172
Senior Civil Designer	Level 11	\$172
Project Engineer	Level 11	\$172
Public Relations Specialist	Level 11	\$172
Project Manager	Level 10	\$161
Project Engineer	Level 10	\$161
Construction Observer	Level 10	\$161
Civil Designer	Level 10	\$161
Senior Civil Designer	Level 09	\$155
Civil Engineer	Level 09	\$155
Civil Designer	Level 09	\$155
Engineering Technician	Level 09	\$155
CAD Technician	Level 09	\$155
Construction Observer	Level 09	\$155
Administrative Manager	Level 09	\$155
Civil Engineer	Level 08	\$145
Civil Designer	Level 08	\$145
Survey Technician	Level 08	\$145
CAD Technician	Level 08	\$145
Construction Observer	Level 08	\$145
Civil Designer	Level 07	\$139
Office Administrator	Level 07	\$139
Project Manager Assistant	Level 07	\$139
Construction Observer	Level 07	\$139
Civil Designer	Level 06	\$131
CAD Technician	Level 06	\$131
Construction Observer	Level 06	\$131
Project Manager Assistant	Level 06	\$131
Construction Observer	Level 05	\$127
CAD Technician	Level 05	\$127
Office Administrator	Level 05	\$127
CAD Technician	Level 04	\$117
Administrative Assistant	Level 04	\$117
Administrative Assistant	Level 03	\$104

Reimbursable Expenses

Mileage	Current IRS Mileage Rate = \$0.625	
All other reimbursable costs (including mileage, travel, testing, printing, courier, shipping, etc)	Cost plus 10%	

Field Survey Party Services:

2-Man Field Party	\$170.00 per hour
3-Man Field Party	\$205.00 per hour
4-Man Field Party	\$250.00 per hour

September 18, 2024

Via e-mail: Gene.Paulk@stantec.com

Gene Paulk, P.E.
Senior Transportation Engineer
Stantec Consulting Services Inc.
3831 E Lohman Avenue Suite 200
Las Cruces NM 88011-8447

Re: Hobbs, NM – College Lane Widening and Realignment - Phase II (60% Design) Additional Right of Way Surveying Services and Additional Topo Services for newly constructed areas.

Dear Gene:

Square Root Services, LLC (SRS) is pleased to submit this proposal for additional services to support Stantec with the College Lane Widening and Realignment Project (approx. 2.5 miles).

Project Scope of Work

Right of Way Surveying Services

- Plats for additional individual Right of Way takes (est. 14)
- Plats for additional Pond Area (est. 1)

Topographic Surveying Services

- Survey in additional data from newly constructed facilities along original route
 - Swift Stop
 - Piedras Drive
 - College Lane Elementary Parking Lot West Side
 - College Lane Elementary new drive on East Side
 - College Square new ditch line and Natalie St.
- Add new data to previous dwg file from Phase I work.

Exclusions / Assumptions / Deliverables

Exclusions

- Monumentation of ROW
- ROW Monumentation Maps

Deliverables

- The following deliverables will be provided for the project.
 - Individual Right of Way plats for each proposed take (est. 14 plats)
 - Individual plats for pond area (est. 1 plat)
 - Modify CAD file including surface for design, provide updated dwg file.

Professional Services:

Additional Individual ROW Dedication Plats (Estimated 14)		\$ 29,695
Additional Individual Dedication Plats for Pond Areas (Estimated 1)		\$ 2,985
Additional Topographic Survey work		\$ 9,950
NTTC – no taxes		
Total of all Tasks		\$ 42,630

Square Root Services maintains professional liability coverage in the amount of \$2,000,000 per occurrence, with an aggregate of \$2,000,000.

Thank you for the opportunity to provide this proposal and the subsequent professional services. Please do not hesitate to contact me with any questions.

Respectfully submitted,



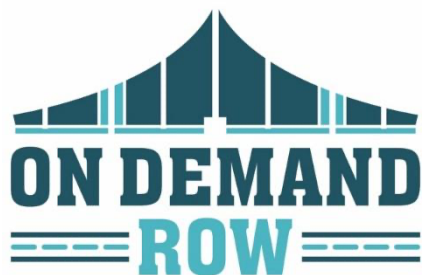
Jeremy Baker, PE/PS

President

Square Root Services, LLC

Cell (575) 631-2182

Office (575) 231-7347



Emailed to: Gene.Paulk@stantec.com

September 12, 2024

Stantec Consulting Services Inc.
Gene R. Paulk, PE
Senior Transportation Engineer
3831 E Lohman Avenue Suite 200
Las Cruces, NM 88011-8447

PROJECT NAME: *Hobbs College Lane Widening & Realignment Project (beginning approx. 600ft. east of NM HWY 18 to N. Grimes St.)*

Change Order Request #1

Dear Mr. Gene R. Paulk:

In accordance with the original Subconsultant Agreement dated July 24, 2024 and Change Orders thereto, the Agreement changes as detailed below are hereby requested to cover ROW Services for 14 additional parcels.

- Labor budget covering Task1 (Escrow, Appraisal & Project Coordination) to be increased by \$7,000.00
- Labor budget covering Task 2 (Acquisition Services) to be increased by \$56,000.00
- Expense budget to be increased by \$3,500.00
- Vendor/Subconsultants budget covering Escrow & Title, and Appraisal Services to be increased by \$63,840.00

Total requested contract augmentation: **\$130,340.00**

Details and unit cost breakdown of requested augmentation are shown in Exhibit 1. Scope of Services and cost Estimate will be required from the additional 14 parcels displayed in Exhibit 2. Parcel List. Should any of these parcels need to be omitted or others included, or review appraisal service deemed to be needed, please let us know and we will make the corresponding changes.

Please let me know if you have any questions or need anything further to finalize the requested change order.

Sincerely,

A handwritten signature in blue ink that reads "Gio Morales".

Gio Morales
Managing Member
NMREC # 20809
On Demand ROW, INC

Attachment: Exhibit 1 – Scope of Services and Cost Estimate
Exhibit 2 – Parcel List

EXHIBIT 1: SCOPE OF SERVICES AND COST ESTIMATE

HOBBS COLLEGE LANE WIDENING & REALIGNMENT PROJECT

ACQUISITION BUDGET - (Addition of 14 parcels from original scope)				
LABOR		Quantity	Rate per	Total
Task 1	Escrow , Appraisal & Project Coordination	14	\$ 500.00	\$ 7,000.00
Task 2	Acquisition (14 Parcels)	14	\$ 4,000.00	<u>\$ 56,000.00</u>
Total Labor				\$ 63,000.00
EXPENSES				
Notary	On-Site Notary	14	\$ 150.00	\$ 2,100.00
Postage	Mailing out NODA, offer packages when requested, etc.	14	\$ 100.00	\$ 1,400.00
Total Expenses				\$ 3,500.00
VENDOR/SUBCONSULTANTS -Tasks being completed by separate firms				
Escrow & Title	Escrow/Title Co: Based on similar project	14	\$ 1,200.00	\$ 16,800.00
Appraisal Services	Alfred Appraisal Group	14	\$ 3,360.00	\$ 47,040.00
Total Vendor/Subs				\$ 63,840.00 **
Grand Total				\$ 130,340.00

Note: Should more than 43 parcels (29 original scope +14 additional) require acquisition, the cost will increase by \$4,750.00 per additional parcel for ROW services & \$4,560.00 to account for additional appraisal, review appraisal and Escrow & Title services. Total of \$9,310 or each additional parcel.

* Escrow & Title costs do not include fair market value of land acquisition costs. This amount shall be

** Review appraisal service not included. If they are deemed to be required we can add to scope of work. The above costs reflect services for a non-federally funded project. Should this project at anytime become a federally funded project, the appraisal and review appraisal subconsultants will need to be

EXHIBIT 2: PARCEL LIST

9-6-24 Request to Acquire Additional Parcels	
Number	Owner
1	University of the Southwest
2	Lea County Communications
3	Joe C. Acosta
4	Erika Vargas
5	Donald D. Newman
6	Chester Godwin
8	Walter A. Roye
7	Leonard Dale Wagner
9	Jack Zahi Kasis
10	Leo Y. Coffey
11	Clarence D. Hopland
12	Donnie Simon
13	Hobbs Municipal Schools
14	Alanraye Holding LLC



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
November 4, 2024

SUBJECT: FINAL ADOPTION: Ordinance No. 1162-A: Amending Chapter 6.04 of the Hobbs Municipal Code Related to Animals

DEPT OF ORIGIN: Legal

DATE SUBMITTED: 10/28/2024

SUBMITTED BY: Amber Leija, Assistant City Attorney

Summary:

On November 2, 2009, the City Commission adopted Ordinance No. 1024, including section 6.04.100, which set forth procedures for the Seizure and Disposition of animals who were being cruelly treated. Ordinance No. 1024 also included section M, which set forth the criminal charges that could be filed when animals were being cruelly treated. The City attorney's office suggests removing 6.04.100 to its own chapter, 6.07.000, along with updating the procedure that is to be followed by Officers when they come across an animal they believe is being cruelly treated. Additionally, we would like to remove the criminal violations for Cruelty and add it to the procedure section under 6.04.380, where all other animal violations are listed. All charges after 6.04.380 will also be updated accordingly. The City published the proposed ordinance in accordance with NMSA 1978, § 3-17-3. This was previously brought forth and section 6.04.370 was inadvertently omitted, we are therefore requesting final approval of the complete chapter as published on September 20, 2024.

Fiscal Impact:

None.

Attachments:

1162-A

Affidavit of Publication - Hobbs News Sun

Recommendation:

Adopt the proposed ordinance.

Approved By:

Valerie Chacon, City Attorney 10/28/2024

Toby Spears, Finance Director 10/28/2024

Valerie Chacon, City Attorney 10/28/2024

Manny Gomez, City Manager 10/28/2024

CITY OF HOBBS

ORDINANCE NO. 1162 - A

AN ORDINANCE AMENDING CHAPTER 6 OF THE
HOBBS MUNICIPAL CODE RELATING TO ANIMALS

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Chapter 6.04.100 of the Hobbs Municipal Code entitled "Seizure and Disposition of Animals" is repealed in its entirety.

BE IT FURTHER ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Section 6.04.370 entitled "Cruelty" is added to the Hobbs Municipal Code as follows:

6.04.370 Cruelty.

It is unlawful for a person to do one or more of the following to an animal:

1. Recklessly, willfully, or maliciously kill, main, disfigure, or torture;
2. Beat with a stick, chain, club, or other object;
3. Mutilate, burn, or scale with any substance or overwork;
4. Torment, harass, or otherwise cruelly set upon any animal, except that reasonable force may be used to drive off vicious, dangerous, or trespassing animals;
5. Failing to provide necessary sustenance;
6. Failing to maintain an animal in an enclosed environment without adequate provisions to prevent pain or suffering or
7. Performing procedures such as ear-cropping, de-barking, tail docking on an animal, or otherwise endanger an animal's wellbeing. Procedures completed by a licensed veterinarian in accordance to their standard practices shall not be considered cruelty.

BE IT FURTHER ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Chapter 6.07 of the Hobbs Municipal Code entitled “Hobbs Cruelty Chapter” is hereby enacted as follows:

Title 6 Animals
Chapter 6.07 Hobbs Cruelty Chapter

6.07.010

This Chapter shall be known and may be cited as the “Cruelty Chapter.”

6.07.020 – Definitions

Cruelty is defined as a person committing one or more of the following to an animal:

1. Recklessly, willfully, or maliciously kill, main, disfigure, or torture;
2. Beat with a stick, chain, club, or other object;
3. Mutilate, burn, or scale with any substance or overwork;
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7. Performing procedures such as ear-cropping, de-barking, tail docking on an animal, or otherwise endanger an animal's wellbeing. Procedures completed by a licensed veterinarian in accordance to their standard practices shall not be considered cruelty.

6.07.030 Seizure and Disposition

- A. A Peace Officer or Animal Protection Officer who reasonably believes that the life or health of an animal is endangered due to cruel treatment may apply to the district court, magistrate court, or the municipal court for a warrant to search for and seize an animal or animals.
- B. If the court finds probable cause based on the warrant the animal is being cruelly treated, the court shall issue said warrant for the seizure of the animal.
- C. If the owner of the animal cannot be located or cannot be determined, a copy of the affidavit for the search warrant, the search warrant, and the inventory of the animals seized shall be conspicuously posted at the place where the animals were seized at the time the seizure occurs.

- D. The officer seizing the animal under the warrant shall give a copy of the search warrant, affidavit for the search warrant, and a copy of the inventory of the animal or animals seized to the person from whose possession or premises the animals were taken.
- E. At the option and expense of the owner, the seized animals may be examined by a licensed veterinarian of the owner's choice.
- F. The City shall petition the Court within fourteen (14) days after the seizure, seeking a determination of whether the animal or animals were cruelly treated. The Court shall also schedule a hearing on the matter as expeditiously as possible within thirty (30) days unless good cause is demonstrated by the City.
- G. The Court shall provide written notice regarding the time and location of the hearing shall be provided to the owner of the seized animal. The court may order the publication of a notice of the hearing in a newspaper closest to the location of the seizure.
- H. If the Court finds by clear and convincing evidence that the seized animal is being cruelly treated or that the animal's owner is unable to adequately provide for the animal in a manner consistent with this title the Court shall deem the animal the City of Hobbs Property. Upon final order, the Court may place the animal for adoption or provide for the humane destruction of the animal if deemed necessary. The Owner shall be liable for the cost of boarding the animal and all necessary veterinary examinations and care provided to the animal.
- I. If the Court finds by clear and convincing evidence that the seized animal is not being cruelly treated, and the animal's owner is able to adequately provide for the animal in a manner consistent with this title, the Court shall return the animal to its owner. City shall bear the cost of boarding the animal and all necessary veterinary examinations and care during the pendency of the proceedings.

PASSED, ADOPTED AND APPROVED this 4th day of November, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

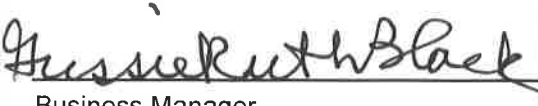
I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

Beginning with the issue dated
September 20, 2024
and ending with the issue dated
September 20, 2024.



Publisher

Sworn and subscribed to before me this
20th day of September 2024.



Business Manager

My commission expires
January 29, 2027

(Seal) STATE OF NEW MEXICO
NOTARY PUBLIC
GUSSIE RUTH BLACK
COMMISSION # 1087526
COMMISSION EXPIRES 01/29/2027

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 publication has been made.

LEGAL NOTICE September 20, 2024

NOTICE OF ORDINANCE

NOTICE IS HEREBY GIVEN that on the 21st day of October, 2024, the governing body of the City of Hobbs proposes to adopt an ordinance amending Chapter 6.04 of the Hobbs Municipal Code amending the Hobbs Animal Ordinance. A summary of the ordinance is contained in its title and is described as follows:

AN ORDINANCE AMENDING CHAPTER 6 OF THE HOBBS MUNICIPAL CODE RELATING TO ANIMALS

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Section 6.04.100 of the Hobbs Municipal Code entitled "Seizure and Disposition of Animals" is repealed in its entirety.

BE IT FURTHER ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Section 6.04.370 entitled "Cruelty" is added to the Hobbs Municipal Code as follows:

6.04.370 Cruelty.
It is unlawful for a person to do one or more of the following to an animal:

1. Recklessly, willfully, or maliciously kill, maim, disfigure, or torture;
2. Beat with a stick, chain, club, or other object;
3. Mutilate, burn, or scale with any substance or overwork;
4. Torment, harass, or otherwise cruelly set upon any animal, except that reasonable force may be used to drive off vicious, dangerous, or trespassing animals;
5. Failing to provide necessary sustenance;
6. Failing to maintain an animal in an enclosed environment without adequate provisions to prevent pain or suffering or
7. Performing procedures such as ear-cropping, de-barking, tail docking on an animal, or otherwise endanger an animal's wellbeing. Procedures completed by a licensed veterinarian in accordance to their standard practices shall not be considered cruelty.

BE IT FURTHER ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Chapter 6.07 of the Hobbs Municipal Code entitled "Hobbs Cruelty Chapter" is hereby added as follows:

Title 6 Animals
Chapter 6.07 Hobbs Cruelty Chapter

6.07.010

This Chapter shall be known and may be cited as the "Cruelty Chapter."

6.07.020 - Definitions

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6.07.030 Seizure and Disposition

A. A Peace Officer or Animal Protection Officer who reasonably believes that the life or health of an animal is endangered due to cruel treatment may apply to the district court, magistrate court, or the municipal court for a warrant to search for and seize an animal or animals.

B. If the court finds probable cause based on the warrant the animal is being cruelly treated, the court shall issue said warrant for the seizure of the animal.

C. If the owner of the animal cannot be located or cannot be determined, a copy of the affidavit for the search warrant, the search warrant, and the inventory of the animals seized shall be conspicuously posted at the place where the animals were seized at the time the seizure occurs.

D. The officer seizing the animal under the warrant shall give a copy of the search warrant, affidavit for the search warrant, and a copy of the inventory of the animal or animals seized to the person from whose possession or premises the animals were taken.

E. At the option and expense of the owner, the seized animals may be examined by a licensed veterinarian of the owner's choice.

F. The City shall petition the Court within fourteen (14) days after the seizure, seeking a determination of whether the animal or animals were cruelly treated. The Court shall also schedule a hearing on the matter as expeditiously as possible within thirty (30) days unless good cause is demonstrated by the City.

G. The Court shall provide written notice regarding the time and location of the hearing shall be provided to the owner of the seized animal. The court may order the publication of a notice of the hearing in a newspaper closest to the location of the seizure.

H. If the Court finds by clear and convincing evidence that the seized animal is being cruelly treated or that the animal's owner is unable to adequately provide for the animal in a manner consistent with this title, the Court shall deem the animal the City of Hobbs Property. Upon final order, the Court may place the animal for adoption or provide for the humane destruction of the animal if deemed necessary. The Owner shall be liable for the cost of boarding the animal and all necessary veterinary examinations and care provided to the animal.

I. If the Court finds by clear and convincing evidence that the seized animal is not being cruelly treated, and the animal's owner is able to adequately provide for the animal in a manner consistent with this title, the Court shall return the animal to its owner. City shall bear the cost of boarding the animal and all necessary veterinary examinations and care during the pendency of the proceedings.

A full copy of the proposed 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 proposed ordinance is also available for viewing online at www.hobbsnm.org.

/s/ Jan Fletcher
Jan Fletcher, City Clerk