



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

Monday, October 21, 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 7, 2024, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming Friday, November 1, 2024, as "EXTRA MILE DAY" (*Sam Cobb, Mayor*)

3. Recognition of Awards from the New Mexico Recreation and Parks Association State Conference (*Doug McDaniel, Recreation Director*)
4. Recognition of City Employees - Milestone Service Awards for the Month of October, 2024 (*Manny Gomez, City Manager*)
 - 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

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.)

5. Resolution No. 7550 - Authorizing the Deletion of Three (3) Copiers from the City's Public Inventory (*Christa Belyeu, Information Technology Director*)
6. Resolution No. 7551 - Opening a Special Revenue Fund for the Corrections Recruitment Fund in Accordance with State Audit Rule 2.2.2.10.O (*Deb Corral, Assistant Finance Director*)
7. Resolution No. 7552 - Opening a Special Revenue Fund for the Firefighter Recruitment Fund in Accordance with State Audit Rule 2.2.2.10.O (*Deb Corral, Assistant Finance Director*)
8. Resolution No. 7553 - Authorizing the Mayor to Execute an Amended Memorandum of Agreement with Lea County for Detainee Housing (*Valerie Chacon, City Attorney*)
9. 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 (*Doug McDaniel, Recreation Director*)

DISCUSSION

10. New Mexico Junior College - General Obligation Bonds for Higher Education
(*Scotty Holloman, General Counsel/Chief Community Liaison for New Mexico Junior College*)
11. New Mexico Municipal League - Hobbs Police Department Accreditation Status
(*Roberta Baca, New Mexico Municipal League*)

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

12. Resolution No. 7554 - Authorizing an Allocation of Lodgers' Tax to Fund Various Events for FY 2025
(*Toby Spears, Finance Director*)
13. Resolution No. 7555 - Adopting Budgetary Adjustment #1 for the Fiscal Year 2024-2025
(*Deb Corral, Assistant Finance Director*)
14. 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*)
15. Resolution No. 7556 - Approving an Infrastructure Development Agreement with Triple J Mobile Home Park Along Comanche Street
(*Todd Randall, Assistant City Manager*)
16. Resolution No. 7557 - Approving a Development Agreement with Stuard Homes, LLC, Concerning the Development of Market Rate Single Family Housing
(*Todd Randall, Assistant City Manager*)
17. Resolution No. 7558 - Approving a Development Agreement with Lemke Development Inc. Concerning the Development of Market Rate Single Family Housing
(*Todd Randall, Assistant City Manager*)
18. FINAL ADOPTION - Ordinance No. 1162 - Amending Chapter 6.04 of the Hobbs Municipal Code Related to Animals
(*Amber Leija, Assistant City Attorney*)
19. Resolution No. 7559 - Approving First Amendment to FY 23-24 Memorandum of Agreement with New Mexico Department of Transportation (NMDOT) for Hobbs Express
(*Jan Fletcher, City Clerk*)
20. Resolution No. 7560 - Approving FY 24-25 Memorandum of Agreement with New Mexico Department of Transportation (NMDOT) for Hobbs Express
(*Jan Fletcher, City Clerk*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

21. Next Meeting Dates:

City Commission Regular Meeting:

- Monday, November 4, 2024, at 6:00 p.m.
- Monday, November 18, 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:
October 21, 2024

SUBJECT: Minutes of the October 7, 2024, Regular Commission Meeting

DEPT OF ORIGIN: City Clerk

DATE SUBMITTED: 9/6/2024

SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

Minutes of the regular meeting of October 7, 2024.

Fiscal Impact:

No fiscal impact.

Attachments:

October 7, 2024

Recommendation:

Motion to approve the minutes.

Approved By:

Minutes of the regular meeting of the Hobbs City Commission held on Monday, October 7, 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
Commissioner R. Finn Smith

Also present:

Manny Gomez, City Manager
Todd Randall, Assistant City Manager
Valerie Chacon, City Attorney
Amber Leija, Assistant City Attorney
August Fons, Police Chief
Shane Blevins, Deputy Police Chief
Marina Barrientes, Police Captain
Ricky Guerrero, Police Captain
Evelyn Nunez, Community Service Assistant
Jessica Silva, Code Enforcement Superintendent
Mark Doporto, Fire Chief
Shawn Williams, Fire Marshal
Tony Alarcon, Fire Inspector
Shannon Arguello, Municipal Court Administrator
Toby Spears, Finance Director
Anthony Henry, Acting City Engineer
Nikki Lawless, Library Director
Tim Woomeer, Utilities Director
Bryan Wagner, Parks and Open Spaces Director
Lou Maldonado, Parks and Open Spaces Superintendent
Michal Hughes, Recreation Superintendent
Matt Hughes, Rockwind Golf Superintendent
Jana White, General Services Project Manager
Nicholas Goulet, Human Resources Director
Christa Belyeu, I.T. Director
Julie Nymeyer, Executive Assistant
Jan Fletcher, City Clerk
Alyxandra Salas, City Clerk Record Specialist
14 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved the minutes of the regular meeting of September 16, 2024, be approved as written. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Mayor Cobb proclaimed the week of October 6 - 12, 2024, as "FIRE PREVENTION WEEK". He stated the Fire Department does a great job at creating awareness in the schools about smoke alarms, fire safety and prevention. He presented the proclamation to representatives from the Hobbs Fire Department.

Mr. Mark Doporto, Fire Chief, expressed thanks for the great partnership between the Hobbs Schools and the Fire Prevention Division. He stated representatives from the Fire Department will go to all of the elementary schools to teach the children about fire safety.

Fire Marshal Shawn Williams stated this year's topic is "Smoke Detectors Save Lives". He stated kids are really good at taking the information they learn back to their parents and family members to remind them about the importance of fire safety and prevention. He reminded the public the Fire Prevention Department has smoke detectors available and ready to be installed, which the Fire Department will go out and install for you.

Mayor Cobb proclaimed the month of October, 2024, as "NATIONAL CODE COMPLIANCE MONTH". He presented the proclamation to Police Chief August Fons and representatives from the Code Enforcement and Animal Control Department.

Chief August Fons stated Code Enforcement and Animal Control came under the umbrella of the Hobbs Police Department in January of 2021. He stated Deputy Chief Shane Blevins, who at the time was a Police Captain, took over the responsibility of Code Enforcement and did a great job at professionalizing the department. He stated the men and women of Code Enforcement go out every single day, dedicated to their job, communicating positively with the community and making a difference. He is very grateful for all they do and thankful for the proclamation and recognition tonight.

Public Comments

Ms. Courtney Jones, a resident of Hobbs, discussed some ideas about the homelessness issue in Hobbs, stating she herself is homeless at the moment. She stated the homeless issue in Hobbs is a far worse issue than anyone wants to admit and she wants to call attention to this crisis. She proposed a tiny home village, assembled with power tools, equipped with handicap accessible restrooms and emergency windows, that can be put into place with a forklift. She asked for the City's assistance with funding for land and purchase of the tiny homes to fund this project.

Mayor Cobb asked Ms. Jones to contact his office to set up an appointment to discuss the matter.

Lieutenants Nick and Maria Carrillo introduced themselves as the new Salvation Army Officers in Hobbs. They stated the church office is now open from 8:30 a.m. to 4:30 p.m., Monday through Friday and the Food Bank is now open Monday, Wednesday and Friday. They stated they have done a lot of work since they arrived here in July of this year. They thanked United Way for helping connect them to many sources.

Mayor Cobb stated Hobbs is a very philanthropic community and the more they get involved, they will be surprised about how much support they will receive.

Ms. Becca Titus, United Way of Lea County, thanked Mayor Cobb and the Commission for the Lodgers' Tax funding they received as they were able to raise over \$27,000.00 net profit from the Chili Fest this past weekend. She also stated the Hobbs Police and Fire Departments provided a truck for the Touch-A-Truck event which provided a lot of entertainment, not only for the kids but also for the adults. She stated it was a great event and they would not have been able to do it without support from the City. This next weekend will be Battle of the Badges and it is expected to be a fun-filled event with funds going into the United Way Campaign.

Ms. Paula Drake, Sports Coordinator at the CORE, stated the CORE received an award from the State for having the Sports Special Event of the Year. This event helps local adaptive individuals and also players from around the region. Through this event, they were able to raise funds for Lea County individuals who are in need. The first year, they raised \$7,000.00 and in the second year, they raised \$3,000.00. She stated they have helped 32 different people become more engaged in the community and in sports activities.

Mr. Bob Robertson, who is a resident of Hobbs, stated he owns several rental properties in Hobbs and has had a problem with homeless people and animals that are squatters in his units. He stated he has put up no trespassing signs and it has not worked, and he requested assistance from the City regarding the matter.

Reverend B. J. Choice announced his retirement within the community. He stated an anniversary celebration will be held on October 20, 2024 at 3:00 p.m. for his retirement at the church, 1001 Midwest, where he has over 20 years of preaching and pastoring.

Mayor Cobb thanked Reverend Choice and congratulated him on his retirement.

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.

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

Resolution No. 7543 - Approving a Lease Consent Between the City of Hobbs, Covenant Hospital Hobbs and Amazon.com Services LLC in the Hobbs Industrial Air Park (HIAP)

Resolution No. 7544 - Resolution in Support of Green Salt Products, LLC

Resolution No. 7545 - Authorizing a Professional Services Agreement Between the City of Hobbs and the Hobbs Municipal Schools Regarding Middle School Athletic Programs

Commissioner Penick seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, 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

Ms. Lorena Chavarria, Director of the Downtown Improvement Association of Hobbs, presented an overview of proposed events and programs for Downtown Hobbs. She reviewed improvements that have, and will be taking place, specifically on Broadway Street. She stated in 2022, the J.F. Maddox Foundation, developed strategies to revitalize downtown Hobbs, and during this process, they engaged with 444 community stakeholders to identify a shared vision of a downtown revitalization. She reviewed the four main focuses of the revitalization project which includes:

- Main Street Accreditation
- Restaurant Recruitment
- Business Incubation through DNM
- Public Space Activation

Ms. Chavarria explained DIA Hobbs in Action, where there will be Downtown Night Markets on Shipp Street Plaza. She stated they will host Dia de los Muertos Cultural Celebration on Broadway. In addition, they will partner with one local downtown business owner to complete a Public Mural Project and will explore a partnership with at least one business owner in opening a restaurant.

Ms. Chavarria stated Mainstreet Hobbs was an active organization from 1996-2012. After the study recently conducted by the JF Maddox Foundation, they feel it is time to go forward with this vision. The goal is to create an environment that is relevant and resilient in the face of future challenges. She believes that downtown revitalization is an opportunity to create a thriving downtown that attracts businesses, fosters community, and enhances the quality of life for all of the community in Hobbs.

Mayor Cobb stated he has been involved with the Foundation on this project for a while now and they have done a great job of getting input from many people from all facets of the community and they have conducted good, thoughtful research to put into the vision.

In response to Commissioner Penick's question, Ms. Chavarria stated the Nightly Market is scheduled through the end of the year on the last Saturday of every month. The first market averaged about 300 people in attendance, per the data gathered from vendors by a survey. She stated that number doubled with the most recent market that took place in September to 450 attendees.

Commissioner Mills stated in the past, downtown has been very successful with events and so they know it can be done, and he is excited to see it all come together.

Action Items

Resolution No. 7546 - Authorizing the Mayor to Execute a Grant Agreement with the JF Maddox Foundation for the Renovation of Hobbs' Downtown Shipp Street Plaza

Ms. Valerie Chacon, City Attorney, explained the resolution and grant agreement with the J.F. Maddox Foundation in the amount of \$1,500,000.00 to support the design and construction of the City of Hobbs Downtown Shipp Street Plaza. She stated the agreement provides the design and construction related expenses will not exceed \$3,000,000.00. Ms. Chacon stated the grant shall be utilized for approved construction costs and funds shall be disbursed upon the Foundation's receipt of the City's written request and supporting documentation of the actual approved construction costs. She stated all requests for funds must be made before December 31, 2025.

Mr. T.J. Parks of the JF Maddox Foundation stated he is excited about the opportunity for the City and Foundation to collaborate, once again, and put his plan into motion. He stated he believes the Shipp Street Plaza is the anchor for downtown.

Mayor Cobb stated the JF Maddox Foundation is a truly unique Foundation that most communities do not have have the opportunity to benefit from in their communities.

There being no further discussion, Commissioner Gerth moved to adopt Resolution No. 7546 as presented. Commissioner Mills seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Consideration of Approval to Purchase a New Leica Scanner for the Hobbs Police Department by Utilizing a Cooperative Purchasing Agreement in the Amount of \$124,576.55

Mr. Ricky Guerrero, Police Captain, stated the Hobbs Police Department is requesting approval to purchase a new Leica Scanner for the Criminal Investigations Division at the Hobbs Police Department. He stated a Cooperative Purchasing Agreement will be utilized to purchase the scanner from Leica Geosystems, Inc., in the amount of \$124,576.55.

In response to Mayor Cobb's question, Captain Guerrero explained the purpose of the scanner and its function. He stated it is used in the Criminal Investigation Division to take photos of a crime scene with evidence which can be reviewed and shown in Court, if needed, to show the actual scene on the exact day of the incident.

In response to Commissioner Mills' question, Captain Guerrero the existing equipment can no longer be calibrated to be utilized for official purposes.

In response to Commissioner Penick's question, Mr. Guerrero stated the equipment can take measurements in addition to taking pictures and is very accurate.

There being no further discussion, Commissioner Penick moved to approve the purchase of a new Leica Scanner for the Hobbs Police Department in the amount of \$124,576.55. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached.

Consideration of Approval of RFP- #552-25 to Furnish Electronic Third-Party Billing Services for Emergency Medical Services and Recommendation to Accept the Proposal of EMS MC

Fire Chief Doporto requested consideration of RFP 552-25 to furnish electronic third-party billing services for emergency medical services. The City of Hobbs advertised in the Hobbs News Sun on September 13, 2024, and posted the proposal on the City's website. The City of Hobbs received one proposal EMS MC. An evaluation team

consisting of Mr. Christopher Henry, Training Chief, Ms. Carmen Zaragoza, EMS Billing Specialist, and Ms. Sheila Baker, General Services Director, evaluated the proposal and scored EMS MC as the highest-rated proposer. It is recommended for the City of Hobbs to enter into a contract with EMS MC for third-party billing services. The fiscal impact of this service would be a commission of 5.55% on all collections.

Commissioner Penick thanked the Hobbs Fire responders who responded rapidly to an incident that happened at his home.

There being no further discussion, Commissioner Fields moved to approve RFP 552-25 to Furnish Electronic Third-Party Billing Services for Emergency Medical Services and accept the proposal of EMS MC. Commissioner Smith seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached.

Resolution No. 7547 - Approving New Housing Incentives and Fair Share Unit Prices for Calendar Year 2024-2025

Ms. Todd Randall, Assistant City Manager, stated this resolution is to approve new housing incentives and fair share unit prices for calendar year 2024-2025. The Market Rate Multi-Family and Single-Family Unit Production Incentive and Public Participation Infrastructure Extension DA Policy, as presented, is based upon past Development Agreements and Programs approved and adopted by the Commission. In 2021-2022, the Housing Incentive program was reduced from a maximum of \$10,000.00 to \$5,000.00 per unit for single-family housing but the current policy increases the maximum incentive back to \$10,000.00 per unit. Staff has evaluated the unit prices and incentives that were presented to the Planning Board on September 17, 2024, for recommendation on the infrastructure base unit prices, alternative incentives for infill housing within the City of Hobbs and expanding the program outside City Limits where City infrastructure is installed. If approved, the maximum incentive for single housing unit would be \$15,000.00 and \$17,000.00 for infill housing units. The Planning Board has reviewed and approved this recommendation.

There being no discussion, Commissioner Fields moved to approve Resolution No. 7547 as presented. Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Consideration of Approval of Bid #1613-25 for the Annual Water Meter Changeout Project and Recommendation to Accept the Bid of RTS Water Solutions, LLC, in the Amount of \$764,025.22

Mr. Tim Woomer, Utilities Director, stated the Annual Water Meter Changeout Project, Bid #1613-25, was advertised on September 1, 2024. Two bids were received with one bid from Professional Meters, Inc., and the second bid from RTS Water Solutions, LLC. After analyzing both bids, the bid from RTS Water Solutions, LLC, was deemed the lowest responsive bid received for this indefinite quantity project at \$764,025.22. The bid from Professional Meters, Inc., was \$853,339.66.

Mayor Cobb stated the new meters will have an alarm that will notify the Department when someone uses a certain number of gallons in a day or if there is a leak or problem.

Mr. Woomer explained further and stated customers will have the ability to have an app on their phone which will detect a possible leak and give the customer notice so they can further investigate it. He recommended citizens should always contact the Water Department first before calling a plumber because the problem could be something that the City needs to repair.

In response to Commissioner Gerth's question, Mr. Woomer stated there are 6,000 meters to install and the City does not have enough staff to install this quantity of meters in a timely fashion. He stated the meters are in stock and ready to install and hiring an outside contractor will make the installation process a lot faster.

There being no further discussion, Commissioner Penick moved to approve Bid #1613-25 for the Annual Water Meter Changeout Project and recommendation to accept the bid of RTS Water Solutions, LLC, in the amount of \$764,025.22. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached.

Resolution No. 7548 - Determining that Certain Properties are Ruined, Damaged and Dilapidated Requiring Remediation or Removal from the Municipality (210 West Marland)

Ms. Amber Leija, Assistant City Attorney, along with Ms. Jessica Silva, Code Enforcement Superintendent, presented slides showcasing a property which is in dire need of repair. Ms. Leija stated in its continuing promotion of safety and clean-up efforts within city limits, the Hobbs Police Department-Community Services Division has identified a property located at 210 West Marland which is ruined, damaged and dilapidated and a menace to the public comfort, health and safety.

Following a brief discussion, Commissioner Penick moved to adopt Resolution No. 7548 as presented. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Resolution No. 7549 - Rescinding Condemnation on Certain Properties (614 East Main)

Ms. Amber Leija, along with Jessica Silva, Code Enforcement Superintendent, stated the City of Hobbs is proposing a resolution to rescind condemnation of certain properties. These properties were previously condemned, but are no longer ruined, damaged, dilapidated and a menace to public comfort, health and safety. The properties listed in attachment "A" have all been demolished or renovated, therefore, rendering the properties in compliance with the Hobbs Municipal Code. This Resolution will rescind the condemnation designation from the properties described in attachment "A", for they are no longer ruined, damaged, dilapidated, or a menace to public comfort, health and safety.

There being no discussion, Commissioner Penick moved to adopt Resolution No. 7549 as presented. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Consideration of Approval of a Memorandum of Understanding with the Southeastern New Mexico Economic Development District for NM GRO Appropriation Grant Number 08-ZI9D146 for Facilities and Infrastructure in the Amount of \$320,000.00

Ms. Jana White, General Services Project Manager, stated the City of Hobbs has received a Memorandum of Understanding from the Southeastern New Mexico Economic Development District. She stated the NM GRO appropriation grant in the amount of \$320,000.00 is for Facilities and Infrastructure for certain areas in City Hall, more specifically the Building Inspection reception area and the Clerk's Office reception area. She stated the appropriation reversion date is June 30, 2026.

Mayor Cobb stated the purpose of these renovations is to enhance security for these areas.

Mr. Gomez stated though City Hall is open to all members of the public, there have been some incidents regarding situations that have been threatening to staff. He stated this grant will enhance the security and safety of employees and is specifically for that purpose.

There being no further discussion, Commissioner Penick moved to approve the Memorandum of Understanding with the Southeastern New Mexico Economic Development District for NM GRO Appropriation Grant Number 08-ZI9D146 for Facilities and Infrastructure in the amount of \$320,000.00. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

Comments by City Commissioners, City Managers

Commissioner Penick stated he was a judge at the recent Chili Cook-Off and he was able to enjoy everything from the chili to the desserts. He stated it was a really great event turnout. He also mentioned that the wheelchair basketball tournament was a great event and he was very proud to have been a part of it. He encouraged everyone to go out and support them.

Commissioner Fields commended the Planning Board and Mr. Todd Randall and his staff in regard to the new housing incentives. He stated it will benefit his district as far as infill and that is something he is excited about.

Commissioner Mills stated that the perception of the community is not where it needs to be, and the way that outsiders view our city is a lot different than how we, ourselves, view it. He stated it could be a detrimental thing and we could do a better job at creating a more successful perception of our community.

Commissioner Fields agreed with Commissioner Mills, stating it is not a good idea to get on social media and talk badly about your own community because that is one way our community reputation can be damaged.

Mr. Gomez requested Ms. Evelyn Nunez, Community Services Assistant, to give an overview of the recent community clean-ups that have taken place throughout Hobbs, and he thanked her for all of her hard work and contribution to cleaning up the community.

Ms. Nunez gave an overview of the Community Clean-Up and thanked all of the volunteers, including those from local businesses, sponsors and 66 members of City staff. She stated there was a volunteer survey done and 100% of the survey results showed this was the first community clean-up that the participant had participated in, which shows we are reaching new people with these events. She stated 90% of people rated the event with 5 stars, 90% of people were not aware of the local littering problem, and 100% of people said they would like to get more involved and do more. Overall, the survey gives much needed feedback for the Community Services Department and the City so it can continue in future efforts to clean up the City.

Mayor Cobb and Mr. Gomez thanked Ms. Nunez for her presentation and her efforts in organizing all of the volunteers and events.

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: Smith yes, Mills yes, 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, Hobbs, New Mexico, is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Hobbs, New Mexico, is a community which 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; and

WHEREAS, Hobbs, New Mexico, is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Hobbs, New Mexico, acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2024.

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim November 1, 2024, as:

“Extra Mile Day”

I urge 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.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of October, 2024, and cause the seal of the City of Hobbs to be affixed hereto.



SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk



October Milestones 2024

5 Years

Charles Goodrum	Driver Engineer	10/07/2019
Brandon Brown	Driver Engineer	10/07/2019
Shelton Nelson	Firefighter Shift	10/07/2019
Edward Trevino	Driver Engineer Plus Paramedic	10/20/2019
Jamie Juarez	Driver Engineer Plus Paramedic	10/21/2019
Matthew Natividad	Parks Technician	10/28/2019

25 Years

Christa Belyeu	IT Director	10/11/1999
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CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
October 21, 2024

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

DEPT OF ORIGIN: Information Technology

DATE SUBMITTED: 10/3/2024

SUBMITTED BY: Christa Belyeu, Information Technology Director

Summary:

The IT Department is requesting to delete from its public inventory and dispose of three (3) copiers, one (1) located in the City Manager's Office, two (2) located at the Police Department. These copiers have reached end of life and will be destroyed and deleted from fixed assets. Audie's will pick up and destroy all three (3) units.

Fiscal Impact:

- Docucate MD551 - SN 6590029X - Purchased 06/02/2011 - Purchase price \$7,750.00
- Accumulated Depreciation \$7,750.00 - Book Value \$0
- Ricoh C4503 - SN E173MA10426 - Purchased 12/26/2013 - Purchase price \$11,175.00
- Accumulated Depreciation \$11,175.00 - Book Value \$0
- Ricoh 3354SP - SN G165R130082 - Purchased 04/02/2015 - Purchase price \$6,600.00
- Accumulated Depreciation \$6,600.00 - Book Value \$0

Attachments:

- Resolution - removal of Copiers 102024
- PD Copier Asset 6062
- CM Copier 6568
- PD Copier Asset 6735

Recommendation:

Motion to approve the resolution.

Approved By:

Christa Belyeu, Information Technology Director	10/3/2024
Toby Spears, Finance Director	10/10/2024
Valerie Chacon, City Attorney	10/10/2024
Manny Gomez, City Manager	10/11/2024

CITY OF HOBBS

RESOLUTION NO. 7550

A RESOLUTION RELATING TO THE DELETION AND REMOVAL
OF THREE COPIERS FROM THE CITY'S PUBLIC INVENTORY

WHEREAS, the City of Hobbs desires to delete from its public inventory and dispose of three (3) Copiers, Docucate MD551, Serial Number 65900029X; Ricoh C4503, Serial Number E173MA10426; Ricoh MP3354SP, Serial Number G165R130082, currently on the City of Hobbs Information Technology Department inventory; and

WHEREAS, the Copiers are no longer functional and will be picked up and destroyed by Audie's Copiers; and

WHEREAS, the value of the three (3) Copiers total \$25,525.00 - the Docucate MD551, purchased on June 2, 2011, was \$7,750.00, with current accumulated depreciation of \$7,750.00 making the book value \$0, the Ricoh C4503, purchased on December 26, 2013, was \$11,175.00, with current accumulated depreciation of \$11,175.00 making the book value \$0, the Ricoh MP3354SP, purchased on April 2, 2015, was 6,600.00, with current accumulated depreciation of \$6,600.00 making the book value \$0; and

WHEREAS, the City of Hobbs Information Technology Department will perform data security, will remove and physically destroy all hard drives.

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

A. The City desires to delete from its public inventory and dispose of the items of personal property, attached hereto and incorporated herein by reference and the governing body hereby makes the official, specific finding that each item of property on the attached list:

1. is obsolete; and
2. is worn-out, unusable, or obsolete to the extent that the item is no longer economical or safe for continued use by the City of Hobbs; and
3. that all such items should be deleted from the City's public inventory and destroyed.

B. A copy of this official finding and proposed disposition of the property sought to be disposed of shall be made a permanent part of the official minutes of the governing body.

PASSED, ADOPTED, AND APPROVED this 21st day of October, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

CAPITAL ASSET WORKSHEET

ASSET # 6062			MASTER ASSET			DESCRIPTION	DOCUCATE COPY MACHINE - PD RECORDS		
CLASS	EQ	EQUIPMENT	FUND SOURCE			MAINT CONT	Y	INSURED	N
SUBCL	609	OFFICE EQUIP, M	ACQUIS METH	PU	PURCHASED	VENDOR DESC	Vendor Name Mi	CARRIER	
COMMODITY						TYPE	G	INSURED VAL	0.00
DEPT	0145	COMPUTER OPERAT	ACQUIS DATE		06/02/2011	EXPIRE DATE		EXPIRE DATE	
LOC CODE	0201	POLICE ADMINIST	ACQUIS COST		7,750.00	ANNUAL COST		POLICY CST	0.00
LOC MEMO		PD RECORDS	ACRES		0.000	MEMO		MEMO	
ROOM			QTY	1					
STORAGE LOC		SUPPORT SVC OFFICE	UNIT PRICE		7,750.00				
			PURCH MEMO						
STATUS	A	ACTIVE				DEPRECIATE	Y		
CONDITION	GD	GOOD	SOY BOOK		0.00	DEPREC PRIN		7,750.00	
CUSTODIAN		FIXED ASSET CUSTODIAN	CURRENT BOOK		0.00	FIRST YR/PR	2011/12	LAST YR/PR	2016/11
TITLEHOLDER			EST SALVAGE		0.00	REPL COST	5		
			REPL COST		7,750.00	PERIODS TAKEN	60		
TAG #			LAST INVENT			ACCUM DEPREC		7,750.00	
SERIAL #	6590029X		IMPROVE MEMO						
MANUFACTURER									
MODEL	DOCUCATE		RETIRE DATE						
MODEL YEAR			DISP CODE						
LICENSE #			DISP PRICE		0.00				
			SALE PRICE		0.00				
VEND #	PO #	DOCUMENT #	INVOICE #		INV DATE			INV AMT	

GL Accounts

TYPE	ORG	OBJ	PROJ	PERCENT
Asset	910	16012		100.00
Contra	910	16015		100.00
Depreciation Expense	910	48000		100.00
Accumulated Depreciation	910	16112		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
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CAPITAL ASSET WORKSHEET

ASSET # 6568
 CLASS EQ EQUIPMENT MASTER ASSET
 SUBCL 607 PRINTERS AND CO FUND SOURCE
 COMMODITY ACQUIS METH
 DEPT 0145 COMPUTER OPERAT ACQUIS DATE 12/26/2013
 LOC CODE 0110 CITY MANAGER OF ACQUIS COST 11,175.00
 LOC MEMO CITY MANAGER ACRES 0.000
 ROOM QTY 1
 STORAGE LOC CITY MANAGER UNIT PRICE 11,175.00
 PURCH MEMO
 STATUS A ACTIVE
 CONDITION SOY BOOK 0.00
 CUSTODIAN FIXED ASSET CUSTODIAN CURRENT BOOK 0.00
 TITLEHOLDER EST SALVAGE 0.00
 REPL COST 11,175.00
 TAG # 8006 LAST INVENT
 SERIAL # E173MA10426 IMPROVE MEMO
 MANUFACTURER
 MODEL RICOH MP-C4503 RETIRE DATE
 MODEL YEAR DISP CODE
 LICENSE # OLD: 6568 DISP PRICE 0.00
 SALE PRICE 0.00

DESCRIPTION RICOH MP-C4503 PRINTER - CITY MANAGER
 MAINT CONT Y INSURED N
 VENDOR DESC Vendor Name Mi CARRIER
 TYPE G INSURED VAL 0.00
 EXPIRE DATE EXPIRE DATE
 ANNUAL COST 0.00 POLICY CST 0.00
 MEMO MEMO
 DEPRECIATE Y
 DEPREC PRN 11,175.00
 FIRST YR/PR 2014/06 LAST YR/PR 2019/05
 EST LIFE 5
 PERIODS TAKEN 60
 ACCUM DEPREC 11,175.00

VEND # PO # DOCUMENT # INVOICE # INV DATE INV AMT
 10221 21402554 106276 8208 12/23/2013 11,175.00

GL Accounts

TYPE	ORG	OBJ	PROJ	PERCENT
Asset	910	16012		100.00
Contra	910	16015		100.00
Depreciation Expense	910	48000		100.00
Accumulated Depreciation	910	16112		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
010145	43801		11,175.00

CAPITAL ASSET WORKSHEET

ASSET # 6735		MASTER ASSET		DESCRIPTION	RICOH MP-3354SP COPIER -JAIL
CLASS	EQ	EQUIPMENT	FUND SOURCE	MAINT CONT	Y
SUBCL	607	PRINTERS AND CO	ACQUIS METH	VENDOR DESC	Vendor Name Mi
COMMODITY				TYPE	G
DEPT	0145	COMPUTER OPERAT	ACQUIS DATE	EXPIRE DATE	INSURED
LOC CODE	0206	POLICE DETENTIO	6,600.00	ANNUAL COST	CARRIER
LOC MEMO				MEMO	INSURED VAL
ROOM	JAIL				EXPIRE DATE
STORAGE LOC					POLICY CST
					MEMO
STATUS	A	ACTIVE			
CONDITION				DEPRECIATE	Y
CUSTODIAN	FIXED ASSET	CUSTODIAN	SOY BOOK	DEPREC PRIN	6,600.00
TITLEHOLDER			CURRENT BOOK	FIRST YR/PR	2015/10
			EST SALVAGE	REPL COST	5
			REPL COST	EST LIFE	60
TAG #			LAST INVENT	PERIODS TAKEN	60
SERIAL #	G165R130082		IMPROVE MEMO	ACCUM DEPREC	6,600.00
MANUFACTURER	RICOH	NOT FOUND			
MODEL	RICOH MP-3354SP				
MODEL YEAR					
LICENSE #					
VEND #	PO #	DOCUMENT #	INVOICE #	INV DATE	INV AMT
10221	21503470	133723	8844	03/24/2015	6,600.00

GL Accounts

TYPE	ORG	OBJ	PROJ	PERCENT
Asset	910	16012		100.00
Contra	910	16015		100.00
Depreciation Expense	910	48000		100.00
Accumulated Depreciation	910	16112		100.00

PO Accounts

ORG	OBJ	PROJ	AMOUNT
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CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
October 21, 2024

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

DEPT OF ORIGIN: Finance

DATE SUBMITTED: 10/10/2024

SUBMITTED BY: Deb Corral, Assistant Finance Director

Summary:

A new special revenue fund needs to be opened for FY2025 to house activity for the Corrections Recruitment Grant funds awarded by the State of New Mexico to HPD.

- Fund 330 – Corrections Recruitment Fund

State Audit Rule 2.2.2.10(O) mandates that authority must be granted for the creation of a special revenue fund. The creation of this fund will allow for good accounting practices for audit and reporting purposes.

Fiscal Impact:

The budget for this fund will be introduced in BAR #1 for FY25.

Attachments:

New Fund Resolution

Recommendation:

Motion to approve the resolution.

Approved By:

Toby Spears, Finance Director 10/10/2024

Toby Spears, Finance Director 10/10/2024

Valerie Chacon, City Attorney 10/10/2024

Manny Gomez, City Manager 10/10/2024

CITY OF HOBBS

RESOLUTION NO. 7551

A RESOLUTION AUTHORIZING THE OPENING OF
1 NEW SPECIAL REVENUE FUND IN ACCORDANCE WITH
STATE AUDIT RULE 2.2.2.10 O

WHEREAS, in order to maintain good accounting practices for audit and reporting purposes, one new special revenue funds would be beneficial.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor be and hereby is authorized and directed to effectuate this resolution authorizing the opening of Fund 330 – Corrections Recruitment Fund in accordance with State Audit Rule 2.2.2.10 O.

PASSED, ADOPTED AND APPROVED THIS 21st day of October, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
October 21, 2024

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

DEPT OF ORIGIN: Finance

DATE SUBMITTED: 10/10/2024

SUBMITTED BY: Deb Corral, Assistant Finance Director

Summary:

A new special revenue fund needs to be opened for FY2025 to house activity for the Firefighter Recruitment Grant funds awarded by the State of New Mexico to HFD.

- Fund 340 – Firefighter Recruitment Fund

State Audit Rule 2.2.2.10(O) mandates that authority must be granted for the creation of a special revenue fund. The creation of this fund will allow for good accounting practices for audit and reporting purposes.

Fiscal Impact:

The budget for this fund will be introduced in BAR #1 for FY25.

Attachments:

New Fund Resolution

Recommendation:

Motion to approve the resolution.

Approved By:

Toby Spears, Finance Director 10/10/2024

Toby Spears, Finance Director 10/10/2024

Valerie Chacon, City Attorney 10/10/2024

Manny Gomez, City Manager 10/10/2024

CITY OF HOBBS

RESOLUTION NO. 7552

A RESOLUTION AUTHORIZING THE OPENING OF
1 NEW SPECIAL REVENUE FUND IN ACCORDANCE WITH
STATE AUDIT RULE 2.2.2.10 O

WHEREAS, in order to maintain good accounting practices for audit and reporting purposes, one new special revenue funds would be beneficial.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor be and hereby is authorized and directed to effectuate this resolution authorizing the opening of Fund 340 – Firefighter Recruitment Fund in accordance with State Audit Rule 2.2.2.10 O.

PASSED, ADOPTED AND APPROVED THIS 21st day of October, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
October 21, 2024

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

DEPT OF ORIGIN: Legal

DATE SUBMITTED: 10/10/2024

SUBMITTED BY: Valerie Chacon, City Attorney

Summary:

This resolution authorizes the Mayor to execute an amended Memorandum of Agreement between the City of Hobbs and Lea County for the housing of adult municipal detainees. The amendment to the Memorandum of Agreement shall amend the language referencing transportation times for detainees. All other terms shall continue for another year. The unaffected terms include the City's annual fee of \$141,000.00 for the Alternative Monitoring Program which shall be paid to the County and the City's daily housing rate of \$125.00 for each Hobbs detainee.

Fiscal Impact:

All funds are budgeted in the local government correction fund 4011.

Attachments:

RESOLUTION - Amended MOU Lea County Re Housing Detainee 10.10.24

Amended MOA LC Hobbs re Detention Final 10.10.24

Reso No. 7422 - Agreement with Lea County for Detainee Housing 11-6-23 signed

Recommendation:

To approve the Resolution.

Approved By:

Valerie Chacon, City Attorney 10/14/2024

Toby Spears, Finance Director 10/14/2024

Valerie Chacon, City Attorney 10/14/2024

Manny Gomez, City Manager 10/18/2024

CITY OF HOBBS

RESOLUTION NO. 7553

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
AN AMENDED MEMORANDUM OF AGREEMENT WITH
LEA COUNTY FOR DETAINEE HOUSING

WHEREAS, the City of Hobbs and Lea County previously entered in a Memorandum of Agreement on November 6, 2023 for housing of detainees; and

WHEREAS, the City of Hobbs and Lea County wish to amend the standing Memorandum of Agreement regarding transportation times for detainees; and

WHEREAS, the amendment removes language referencing specific timeframes for transportation of detainees to the Lea County Detention Center; and

WHEREAS, the City of Hobbs and Lea County agree to continue with the agreement for the term of another year.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and is hereby directed to execute an Amended Memorandum of Agreement with Lea County for Detainee Housing.

PASSED, ADOPTED AND APPROVED this 21st day of October, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**AMENDED MEMORANDUM OF AGREEMENT BETWEEN LEA COUNTY AND
CITY OF HOBBS FOR DETAINEE HOUSING**

This Agreement is entered into by and between the Lea County Board of Commissioners, hereinafter referred to as “Lea County,” and the City of Hobbs, hereinafter referred to as “Hobbs”.

RECITALS

WHEREAS, Hobbs needs a facility for the housing care, and maintenance of persons charged with or arrested for violation of Hobbs’ ordinances.

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

WHEREAS, Lea County is willing to house persons charged with or arrested for violation of Hobbs’ ordinances on a space available basis.

1.0 PURPOSE

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

2.0 TERM

The term of the Agreement shall become effective when signed by Lea County after the Hobbs has signed it. The initial term of the Agreement is one year. Unless either party provides ninety (90) days written notice to the other party of its intent not to renew the Agreement, the Agreement will automatically be renewed for a one-year period, not to exceed a total of four (4) years.

3.0 ADULT DETAINEES HOUSING AND BOARD

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

3.2 Hobbs shall provide all transportation for Hobbs detainees to and from LCDC. For purposes of this agreement, Hobbs detainees are defined as detainees with Hobbs Municipal charges only. The arresting agency, regardless of the status of the arrestee, shall always be responsible for the initial transportation to the LCDC.

3.3 Hobbs shall be responsible for the arraignment of Hobbs detainees. Hobbs shall make every effort to have Hobbs detainees arraigned prior to their transport to the LCDC. If arraignment of a Hobbs detainee does not occur prior to transport to the LCDC, Hobbs shall remain responsible for the arraignment, including but not limited to the transport, of Hobbs detainees. At no time, except without the written consent of the LCDC, shall the LCDC be responsible for any aspect of a Hobbs detainee's arraignment.

4.0 CONSIDERATION

- 4.1 Hobbs shall pay Lea County the daily housing rate of \$125.00 for each Hobbs detainee.
- 4.2 Lea County will invoice Hobbs on a monthly basis. Invoices shall be paid within 30 days of receipt.
- 4.3 Lea County reserves the right to refuse to accept any detainees from Hobbs in the event any invoice remains unpaid for 45 or more days.
- 4.4 For participation in the Alternative Monitoring Program, Hobbs shall pay an annual fee of \$141,000.00, which will be billed by Lea County within 30 days of the execution of this Agreement and then annually on the anniversary of the execution of this Agreement with an adjustment based on the change in the Consumer Price Index, All Urban Consumers, US City Average, All Items Less Food and Energy, 1981-84=100, for the calendar year ending prior to the start of the new fiscal year.
- 4.5 Hobbs shall pay the annual fee within 30 days of receiving an invoice therefor.

5.0 REJECTION/RETURN

5.1 The Director, LCDC or designee shall have the right to reject any detainee tendered by Hobbs, if authorized by LCDC policy.

6.0 BOOKING AND RELEASE PROCESS

6.1 Following the completion of a detainee's arresting paperwork, fingerprints and booking photos at the Hobbs Booking Facility, the transport officer will transport the detainee to LCDC daily. Transportation officers could experience delays in booking detainees during times of medical staff shift change and formal facility detainee headcounts.

- 6.1.2 After reasonable inquiry, the transporting officer shall advise LCDC if the detainee was involved in any of the following before, during, or immediately after arrest:
 - a. Vehicle accident
 - b. TASER use
 - c. Physical altercation
 - d. Known drug/alcohol intake

- 6.1.3 After reasonable inquiry, the transporting officer shall advise LCDC if the detainee is known for any of the following:
 - a. Suicidal ideations
 - b. Violent tendencies
 - c. Medical ailments
 - d. Escape risks/attempts

7.0 MEDICAL CARE

- 7.1 As used herein, “medical care” and “medical treatment” includes medical, psychiatric and emergency dental treatment, and all prescribed drugs therapy.

- 7.2 LCDC shall not be required to provide medical care to any Hobbs detainee housed pursuant to this Agreement, except as is provided to the other detainees, by its medical staff.

- 7.3 Should medical care become necessary from an outside health care provider, Hobbs City Manager or a person designated in writing in advance by the City Manager will be contacted.

- 7.4 Notwithstanding the above, when treatment is clearly necessary to conserve a detainee’s health, Lea County may provide the necessary treatment without prior authority from Hobbs, but in such a case must notify the City Manager as soon as possible thereafter. At such a time, medical management of the problem will then be tendered to Hobbs. Lea County is expressly authorized to direct health care providers to bill Hobbs directly for medical care rendered in these circumstances.

8.0 TRANSPORTATION OF DETAINEES

- 8.1 Any municipal detainee being housed at LCDC shall be transported to the Hobbs Municipal Court by a Hobbs Police Department officer or designee. The arresting agency shall be responsible for transporting an arrestee to the LCDC.

9.0 ALTERNATIVE MONITORING PROGRAM

- 9.1 Pretrial Release:
 - 9.1.1 Lea County Probation's Alternative Monitoring Program may serve as the alternative electronic monitoring service agency for offenders released prior to trial on conditional releases imposed by the Hobbs Municipal Court.
 - 9.1.2 Orders of release shall include verbiage instructing offenders to abide by and follow rules and regulations set forth in Lea County Probation's Alternative Monitoring Program monitoring plans and procedures.
 - 9.1.3 Orders of release for offenders ordered to house arrest shall include verbiage stating the address of where the incarceration is to be conducted along with any curfews or exceptions.
 - 9.1.4 Orders of release for offenders ordered to electronic monitoring shall include verbiage stating the address of any no contact orders, curfews or exceptions.
 - 9.1.5 Monitoring fees shall be imposed and included in the offender's order of release. Applicable fees will be charged to offenders as stated in Lea County Probation Policy and Procedure Manual ADM 4-03-01 Program Fees.
 - 9.1.6 Offenders who are in violation of the Alternative Services Program for pretrial release will be removed from electronic monitoring and a violation report will be submitted to Hobbs Municipal Court for revocation of pretrial release and to be detained at the Lea County Detention Center.
- 9.2 Pretrial Detention/House Arrest:
 - 9.2.1 Lea County Probation's Alternative Monitoring Program will serve as the alternative electronic monitoring service agency for offenders ordered to pretrial detention and house arrest imposed by the Hobbs Municipal Court.
 - 9.2.2 Order of Release Judgement and Sentence paperwork shall include verbiage instructing offenders to abide by and follow rules and regulations set forth in Lea County Probation's Alternative Monitoring Program monitoring plans and procedures.
 - 9.2.3 Order of Release Judgement and Sentence paperwork for offenders ordered to pretrial detention or house arrest shall include verbiage stating the address of where the confinement is to be conducted along with any exceptions.
 - 9.2.4 Monitoring fees shall be imposed and included in the offender's order of release. Applicable fees will be charged to offenders as stated in Lea County Probation Policy and Procedure Manual ADM 4-03-01 Program Fees.

- 9.2.5 A violation report will be submitted to Hobbs Municipal Court for offenders who are in violation of pretrial detention or house arrest rules and/or conditions. Violation reports will include revocation of pretrial detention or house arrest and bench warrant request.
- 9.3 Supervised Probation:
 - 9.3.1 Lea County Probation under the New Mexico Administration of the Courts statutory authority Section 31-20-5.1 NMSA 1978 will serve as the probation compliance agency and be responsible for supervising defendants' compliance who are ordered a sentence of 91 days or more of supervised probation with the conditions of probation imposed by Hobbs Municipal Court.
 - 9.3.2 All offenders convicted of DWI shall be ordered to undergo a mandatory screening pursuant to Section 66-8-102(K) NMSA 1978, which states: "Upon any conviction pursuant to this section, an offender shall be required to participate in and complete, within a time specified by the court, an alcohol or drug abuse screening program approved by the department of finance and administration and, if necessary, a treatment program approved by the court. The requirement imposed pursuant to this subsection shall not be suspended, deferred, or taken under advisement." The DFA approved screening program is provided by the Lea County Probation Department.
 - 9.3.3 Pursuant to Section 31-20-5.1 NMSA 1978 compliance fees shall be imposed and included in the offender's sentencing judgment. Additional applicable fees will be charged to the defendants as stated in Lea County Probation Policy and Procedure Manual ADM 4-03-01 Program Fees.
 - 9.3.4 Sentencing judgements shall include verbiage instructing defendants to abide by and follow rules and regulations set forth in Lea County's Probation's probation supervision plans and procedures.

10.0 LIABILITY

- 10.1 Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act and the New Mexico Civil Rights Act.

11.0 TERMINATION

- 11.1 This agreement may be terminated by either party upon ninety (90) days written notice to the other party by certified mail at the following addresses or such other addresses that may be designated from time to time:

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

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

12.0 MISCELLANEOUS

- 12.1 This Agreement is subject to New Mexico law.
- 12.2 This Agreement shall not be modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.
- 12.3 This Agreement constitutes the entire agreement and understanding of the parties and all other matters addressed or referred to herein and supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written relating to such matters.

IN WITNESS WHEREOF, we have hereunder affixed our hands and seals this ___ day of _____ 2024.

CITY OF HOBBS

BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

By: _____
Chairman

ATTEST: Hobbs City Clerk

ATTEST: Lea County Clerk

By: _____

By: _____

CITY OF HOBBS

RESOLUTION NO. 7422

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF
AGREEMENT WITH LEA COUNTY FOR DETAINEE HOUSING

WHEREAS, the City of Hobbs has the need for housing of adult municipal offenders; and

WHEREAS, Lea County has agreed to utilize the Lea County Detention Center to house the City of Hobbs municipal offenders; and

WHEREAS, City of Hobbs has a need to participate in an alternative monitoring program for adult municipal offenders; and

WHEREAS, City of Hobbs and Lea County have agreed to enter into an agreement for the housing of adult municipal offenders and participation in alternative monitoring program for adult municipal offenders.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and is hereby directed to execute a Memorandum of Agreement with Lea County for detainee housing and participation in an alternative monitoring program.

PASSED, ADOPTED AND APPROVED this 6th day of November, 2023.

ATTEST:


JAN FLETCHER, City Clerk




SAM D. COBB, Mayor

**AGREEMENT BETWEEN LEA COUNTY AND
CITY OF HOBBS FOR DETAINEE HOUSING**

This Agreement is entered into by and between the Lea County Board of Commissioners, hereinafter referred to as “Lea County”, and the City of Hobbs, hereinafter referred to as “Hobbs”.

RECITALS

WHEREAS, Hobbs needs a facility for the housing, care, and maintenance of persons charged with or arrested for violation of Hobbs’ ordinances.

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

WHEREAS, Lea County is willing to house persons charged with or arrested for violation of Hobbs’ ordinances on a space available basis.

1.0 PURPOSE

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

2.0 TERM

The term of the Agreement shall become effective when signed by Lea County after Hobbs has signed it. The initial term of the Agreement is one year. Unless either party provides ninety (90) days written notice to the other party of its intent not to renew the Agreement, the Agreement will automatically be renewed for a one-year period, not to exceed a total of four (4) years.

3.0 ADULT DETAINEES HOUSING AND BOARD

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

3.2 Hobbs shall provide all transportation for Hobbs detainees to and from LCDC. For purposes of this agreement, Hobbs detainees are defined as detainees with Hobbs Municipal charges only. The arresting agency, regardless of the status of the arrestee, shall always be responsible for the initial transportation to the LCDC.

3.3 Hobbs shall be responsible for the arraignment of Hobbs detainees. Hobbs shall make every effort to have Hobbs detainees arraigned prior to their transport to the LCDC. If arraignment of a Hobbs detainee does not occur prior to transport to the LCDC, Hobbs shall remain responsible for the arraignment, including but not limited to the transport, of Hobbs detainees. At no time, except without the written consent of the LCDC, shall the LCDC be responsible for any aspect of a Hobbs detainee's arraignment.

4.0 CONSIDERATION

4.1 Hobbs shall pay Lea County the daily housing rate of \$125.00 for each Hobbs detainee.

4.2 Lea County will invoice Hobbs on a monthly basis. Invoices shall be paid within 30 days of receipt.

4.3 Lea County reserves the right to refuse to accept any detainees from Hobbs in the event any invoice remains unpaid for 45 or more days.

4.4 For participation in the Alternative Monitoring Program, Hobbs shall pay an annual fee of \$141,000.00, which will be billed by Lea County within 30 days of the execution of this Agreement and then annually on the anniversary of the execution of this Agreement with an adjustment based on the change in the Consumer Price Index, All Urban Consumers, US City Average, All Items Less Food and Energy, 1981-84=100, for the calendar year ending prior to the start of the new fiscal year.

4.5 Hobbs shall pay the annual fee within 30 days of receiving an invoice therefor.

5.0 REJECTION/RETURN

5.1 LCDC warden or designee shall have the right to reject any detainee tendered by Hobbs, if authorized by LCDC policy.

6.0 BOOKING AND RELEASE PROCESS

6.1 Following the completion of a detainee's arresting paperwork, fingerprints and booking photos at the Hobbs Booking Facility, the transport officer will transport the detainee to LCDC during the hours of:

6:00am to 8:00am
4:00pm to 6:00pm
10:30pm to 12:30am

6.1.2 After reasonable inquiry, the transporting officer shall advise LCDC if the detainee was involved in any of the following before, during, or immediately after arrest:

- a. Vehicle accident
- b. TASER use
- c. Physical altercation
- d. Known drug/alcohol intake

6.1.3 After reasonable inquiry, the transporting officer shall advise LCDC if the detainee is known for any of the following:

- a. Suicidal ideations
- b. Violent tendencies
- c. Medical ailments
- d. Escape risks/attempts

7.0 MEDICAL CARE

7.1 As used herein, “medical care” and “medical treatment” includes medical, psychiatric and emergency dental treatment, and all prescribed drugs therapy.

7.2 LCDC shall not be required to provide medical care to any Hobbs detainee housed pursuant to this Agreement, except as is provided to the other detainees, by its medical staff.

7.3 Should medical care become necessary from an outside health care provider, Hobbs City Manager or a person designated in writing in advance by the City Manager will be contacted.

7.4 Notwithstanding the above, when treatment is clearly necessary to conserve a detainee’s health, Lea County may provide the necessary treatment without prior authority from Hobbs, but in such a case must notify the City Manager as soon as possible thereafter. At such a time, medical management of the problem will then be tendered to Hobbs. Lea County is expressly authorized to direct health care providers to bill Hobbs directly for medical care rendered in these circumstances.

8.0 TRANSPORTATION OF DETAINEES

8.1 Any municipal detainee being housed at LCDC shall be transported to the Hobbs Municipal Court by a Hobbs Police Department officer or designee. The arresting agency shall be responsible for transporting an arrestee to the LCDC.

9.0 ALTERNATIVE MONITORING PROGRAM

9.1 Pretrial Release:

9.1.1 Lea County Probation’s Alternative Monitoring Program may serve as the alternative electronic monitoring service agency for offenders released prior to trial on conditional releases imposed by the Hobbs Municipal Court.

- 9.1.2 Orders of release shall include verbiage instructing offenders to abide by and follow rules and regulations set forth in Lea County Probation's Alternative Monitoring Program monitoring plans and procedures.
- 9.1.3 Orders of release for offenders ordered to house arrest shall include verbiage stating the address of where the incarceration is to be conducted along with any curfews or exceptions.
- 9.1.4 Orders of release for offenders ordered to electronic monitoring shall include verbiage stating the address of any no contact orders, curfews or exceptions.
- 9.1.5 Monitoring fees shall be imposed and included in the offender's order of release. Applicable fees will be charged to offenders as stated in Lea County Probation Policy and Procedure Manual ADM 4-03-01 Program Fees.
- 9.1.6 Offenders who are in violation of the Alternative Services Program for pretrial release will be removed from electronic monitoring and a violation report will be submitted to Hobbs Municipal Court for revocation of pretrial release and to be detained at the Lea County Detention Center.
- 9.2 Pretrial Detention/House Arrest:
 - 9.2.1 Lea County Probation's Alternative Monitoring Program will serve as the alternative electronic monitoring service agency for offenders ordered to pretrial detention and house arrest imposed by the Hobbs Municipal Court.
 - 9.2.2 Order of Release Judgement and Sentence paperwork shall include verbiage instructing offenders to abide by and follow rules and regulations set forth in Lea County Probation's Alternative Monitoring Program monitoring plans and procedures.
 - 9.2.3 Order of Release Judgement and Sentence paperwork for offenders ordered to pretrial detention or house arrest shall include verbiage stating the address of where the confinement is to be conducted along with any exceptions.
 - 9.2.4 Monitoring fees shall be imposed and included in the offender's order of release. Applicable fees will be charged to offenders as stated in Lea County Probation Policy and Procedure Manual ADM 4-03-01 Program Fees.
 - 9.2.5 A violation report will be submitted to Hobbs Municipal Court for offenders who are in violation of pretrial detention or house arrest rules and/or conditions. Violation reports will include revocation of pretrial detention or house arrest and bench warrant request.
- 9.3 Supervised Probation:

- 9.3.1 Lea County Probation under the New Mexico Administration of the Courts statutory authority Section 31-20-5.1 NMSA 1978 will serve as the probation compliance agency and be responsible for supervising defendants' compliance who are ordered a sentence of 91 days or more of supervised probation with the conditions of probation imposed by Hobbs Municipal Court.
- 9.3.2 All offenders convicted of DWI shall be ordered to undergo a mandatory screening pursuant to Section 66-8-102(K) NMSA 1978, which states: "Upon any conviction pursuant to this section, an offender shall be required to participate in and complete, within a time specified by the court, an alcohol or drug abuse screening program approved by the department of finance and administration and, if necessary, a treatment program approved by the court. The requirement imposed pursuant to this subsection shall not be suspended, deferred, or taken under advisement." The DFA approved screening program is provided by the Lea County Probation Department.
- 9.3.3 Pursuant to Section 31-20-5.1 NMSA 1978 compliance fees shall be imposed and included in the offender's sentencing judgment. Additional applicable fees will be charged to the defendants as stated in Lea County Probation Policy and Procedure Manual ADM 4-03-01 Program Fees.
- 9.3.4 Sentencing judgments shall include verbiage instructing defendants to abide by and follow rules and regulations set forth in Lea County's Probation's probation supervision plans and procedures.

10.0 LIABILITY

- 10.1 Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act and the New Mexico Civil Rights Act.

11.0 TERMINATION

- 11.1 This agreement may be terminated by either party upon ninety (90) days written notice to the other party by certified mail at the following addresses or such other addresses that may be designated from time to time:

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

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

12.0 MISCELLANEOUS

- 12.1 This Agreement is subject to New Mexico law.

12.2 This Agreement shall not be modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.

12.3 This Agreement constitutes the entire agreement and understanding of the parties and all other matters addressed or referred to herein and supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written relating to such matters.

IN WITNESS WHEREOF, we have hereunder affixed our hands and seals this 19 day of October 2023.

CITY OF HOBBS

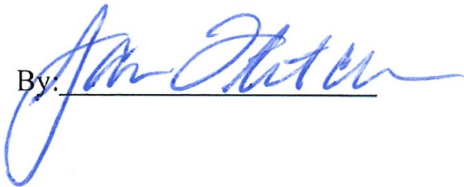
BOARD OF COUNTY COMMISSIONERS

By: 
Mayor

By: 
Chairman

ATTEST: Hobbs City Clerk

ATTEST: Lea County Clerk

By: 

By: 





CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
October 21, 2024

SUBJECT: 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

DEPT OF ORIGIN: Recreation

DATE SUBMITTED: 10/9/2024

SUBMITTED BY: Michal Hughes, Recreation Superintendent

Summary:

The City of Hobbs has received a Memorandum of Understanding from the Southeastern New Mexico Economic Development District. The NM GRO appropriation grant in the amount of \$80,000 is for Facilities and Infrastructure and Collaboration and Partnerships. The appropriation reversion date is June 30, 2026.

Fiscal Impact:

MOU Grant Agreement Amount: \$80,000
MUNIS budget 214021-42601-00345 \$80,000

Attachments:

NMGRO 09-ZI9D147 Hobbs MOU

Recommendation:

To make a motion for the Mayor to execute MOU for NM GRO Appropriation Grant Number ZI9D147 with SNMEDD.

Approved By:

Doug McDaniel, Recreation Director	10/9/2024
Toby Spears, Finance Director	10/10/2024
Valerie Chacon, City Attorney	10/10/2024
Manny Gomez, City Manager	10/10/2024

MEMORANDUM OF UNDERSTANDING
SOUTHEASTERN NEW MEXICO ECONOMIC
DEVELOPMENT DISTRICT

AND

CITY OF HOBBS, NEW MEXICO

THIS MEMORANDUM OF UNDERSTANDING, between the **SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT** and the **CITY OF HOBBS, NEW MEXICO (hereinafter, “MOU”)** is entered into between the Southeastern New Mexico Economic Development District (hereinafter, “SNMEDD”) a regional planning organization of the State of New Mexico and the City of Hobbs (hereinafter, “City”) collectively referred to as the “Parties”.

SNMEDD was established pursuant to the Regional Planning Act, NMSA 1978, §§ 3-56-1, *et seq.* and is the regional council of state planning and development district number 3 as provided in the Planning District Act, NMSA 1978, §§ 4-58-1 *et seq.* and is a local public body as defined in NMSA 1978, § 6-6-1.

This MOU confirms that SNMEDD is acting as the Appropriation Recipient to serve as the fiscal agent and oversee the administration of the Special Legislative Appropriation in collaboration with the NM Department of Finance and Administration acting as the Reimbursing Agency to SNMEDD.

This MOU is entered into by and between SNMEDD and City pursuant to the following purposes, conditions, and terms:

Section 1. SCOPE OF WORK.

The City shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference in connection with NM GRO Appropriation ZI9D147 as described below:

One hundred sixty thousand dollars (\$160,000) for programmatic operational costs and resources for Senior Centers in Hobbs and Lovington.

NOTE: *The appropriation is distributed equally among the two entities, with each receiving \$80,000.*

Section 2. ROLE AND RESPONSIBILITIES.

1. SNMEDD:

- a) SNMEDD shall ensure that grant funds are expended in compliance with all applicable laws, regulations, City ordinances and grant MOU and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant MOU.
- b) SNMEDD will be available to assist the City in preparing Request for Bid (“RFB”) or Request for Proposals (“RFP”) in accordance with the City procurement and State Procurement Code, NMSA § 13-1-1 *et seq.*
- c) SNMEDD will be available to assist the City in the procurement process and administration of any contracts awarded under this MOU.
- d) SNMEDD will review, approve, and process reimbursement requests including supporting documentation and invoice(s).
- e) SNMEDD will coordinate with the Department of Finance and Administration to facilitate reimbursement in a timely manner.
- f) SNMEDD will submit the required report(s) to the Department of Finance and Administration in connection with this MOU.

2. City:

The City understands it is still ultimately responsible for executing and complying with all applicable Federal and State laws, its own ordinances and grant MOU requirements.

- a) The City will prepare and manage the Request for Bid (“RFB”) or Request for Proposal (“RFP”) pursuant to its own and/or the state Procurement Code for all purchases made under this MOU.
- b) Upon completion of the agreement, equipment purchased shall be the property of the City and shall be placed in the City inventory.
- c) The City will designate a grantee representative who shall coordinate with the City’s CPO and SNMEDD on the issuance of the RFB or RFP, managing the procurement process and/or administering all contracts issued under this MOU.
- d) Only services beginning on or after the date of this MOU are eligible for reimbursement.
- e) Submissions must be accurate and complete, with appropriate backup documentation:

- a. Letter of request from the City.
- b. Exhibit B (Request for Payment Form)
- c. Vendor invoices. *Only invoices dated after the date of this MOU are eligible for reimbursement.*
- d. Copies of cancelled checks or bank statement showing checks used to pay invoice(s).
- e. If requested by SNMEDD, additional information or documentation.
- f. Exhibit C will be required when submitting quarterly reports and for final reimbursement.

Section 3. TERM.

THIS MOU SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE FINAL REQUIRED SIGNATORY. This Agreement shall begin on the date approved by the final required signatory and shall end on June 30, 2026, unless terminated pursuant to this MOU's Termination Clause or Appropriations Clause. SNMEDD reserves the right to renew the Agreement through a written amendment signed by all required signatories and in accordance with the term of the request for proposals, if this contract was based on a request for proposals.

Section 4. STATUS.

City employees and agents performing the services pursuant to this MOU are not employees of SNMEDD. The City agrees not to purport to bind SNMEDD unless the City has express written authority to do so, and then only within the strict limits of that authority.

Section 5. INDEMNITY.

The City shall defend, indemnify and hold harmless SNMEDD and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this MOU, caused by the negligent act or failure to act of the City, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the City or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this MOU. In the event that any action, suit or proceeding related to the services performed by the City or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the City, the City shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of SNMEDD by certified mail.

Section 6. REPORTS AND INFORMATION.

At such times and in such forms as SNMEDD may require, there shall be furnished to SNMEDD such statements, records, reports, data, and information, as SNMEDD may request pertaining to matters covered in this MOU.

Section 7. ESTABLISHMENT AND MAINTENANCE OF RECORDS.

Records shall be maintained by the City in accordance with applicable law and requirements prescribed by SNMEDD with respect to all matters covered by this MOU. Except as otherwise authorized by SNMEDD, such records shall be maintained for a period of three years after receipt of final payment under this MOU.

Section 8. CONSTRUCTION AND SEVERABILITY.

If any part of this MOU is held to be invalid or unenforceable, such holding will not affect the validity or enforcement of any other part of this MOU so long as the remainder of the MOU is reasonably capable of completion.

Section 9. APPROPRIATIONS.

The terms of this MOU are contingent upon sufficient funds being made available by the Department of Finance and Administration of the State of New Mexico for the performance of this MOU. If sufficient funds are not made available, this MOU shall terminate. Termination pursuant to this section shall be effective upon 30 days' written notice.

Section 10. CONFLICT OF INTEREST.

The City warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required by this MOU. The City shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

Section 11. ASSIGNMENT.

The City obligation under this MOU may not be assigned or transferred to any other person, firm, or corporation without the written consent of the SNMEDD.

Section 12. AMENDMENT.

This MOU shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

Section 13. COMPLIANCE WITH LAWS.

The laws of the State of New Mexico shall govern this agreement, without giving effect to its choice of law provisions. Venue shall be proper in the Fifth Judicial District Court of Chaves County in Roswell, New Mexico.

Section 14. NOTICES.

All notices, requests, or other communication to the parties shall be given in writing addressed as follows:

Southeastern New Mexico
Economic Development District
Dora Batista, Executive Director
1600 Southeast Main, Suite D
Roswell, New Mexico 88203
Phone: 575-624-6131

ATTN: Doug McDaniel
Recreation Director
City of Hobbs
200 E. Broadway
Hobbs, NM 88240
Phone: 575-397-3293

Section 15. COUNTERPARTS.

This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same MOU.

Section 16. AUTHORIZED REPRESENTATIVE.

The individual signing below warrants and represents that he or she is duly authorized to execute this MOU.

SNMEDD

CITY

By: Dora Batista
Executive Director

By: Name: _____
Title: _____

Date: _____

Date: _____

Exhibit A
NM Gro Appropriation Budget

SCOPE OF WORK.

The City shall expend the funds as outlined in the budget provided below:

Name of Entity:	City of Hobbs Senior Center	Grant Amount:	\$80,000
Grant Number:	09-ZID147		
Proposed Budget			
	Year 1:	Year 2:	Total:
Personnel Costs:			
Equipment & Technology:			
Facilities & Infrastructure:	\$22,000	\$22,000	\$44,000
Training & Professional Development:			
Community Programs & Outreach			
Legal & Regulatory Compliance:			
Fleet Replacement:			
Specialized Units & Programs:			
Collaboration & Partnerships:	\$18,000	\$18,000	\$36,000
Total:	\$40,000	\$40,000	\$80,000

Exhibit B

STATE OF NEW MEXICO NM Gro Appropriation Request for Reimbursement Form Exhibit B			
<p>I. Appropriation Recipient Information (Make sure information is complete & accurate)</p> <p>A. Appropriation Recipient: _____</p> <p>B. Address: _____ <small>(Complete Mailing, including Suite, if applicable)</small></p> <p style="padding-left: 40px;">_____ <small>City, State, Zip</small></p> <p>C. Phone No: _____</p> <p>D. Appropriation No: _____</p> <p>E. Appropriation Title: _____</p> <p>F. Appropriation Expiration Date: _____</p>	<p>II. Payment Computation</p> <p>A. Payment Request No. _____</p> <p>B. Appropriation Amount: _____</p> <p>C. Funds Requested to Date: _____</p> <p>D. Amount Requested this Payment: _____</p> <p>E. Reversion Amount <i>(if Applicable)</i>: _____</p> <p>F. Appropriation Balance: _____</p> <p>G. <input type="checkbox"/> Final Request for Payment <i>(if Applicable)</i></p> <p>H. <input type="checkbox"/> Final Report Included <i>(if Applicable)</i></p>		
<p>III. Fiscal Year : <u>2025 (July 1, 2024 - June 30, 2025)</u> <small>(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)</small></p>			
<p>IV. <input type="checkbox"/> Compliance Certification: Under penalty of law, we hereby certify to the best of our knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the use of the appropriation funds is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.</p>			
<p>_____ Grantee Fiscal Officer or Fiscal Agent <i>(if applicable)</i></p>		<p>_____ Grantee Representative</p>	
<p>_____ Printed Name</p>		<p>_____ Printed Name</p>	
<p>Date: _____</p>		<p>Date: _____</p>	
(SNMEDD Use Only)			
Vendor Code: _____		Fund No.: _____	
GL No.: _____			
I certify that the above information and supporting documentation is within the appropriation guidelines and grant agreement.			
_____ SNMEDD Appropriation Coordinator		_____ SNMEDD Financial Administrator	
Date		Date	

Exhibit C

NM Gro Appropriation Quarterly/Final Report Form

**Appropriation
Recipient:** _____

**Appropriation
Number:** _____

Use of Appropriation Funds	Amount
Personnel Expenses	
Other Operating Expenses	
Capital Expenses	
Other	
Total Amount of Appropriation Funds Expended	

Narrative <i>Describe the outcomes, results, benefit, and or uses of the appropriation funds</i>

Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented and are valid expenditures or actual receipts; and that the use of the appropriation funds is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Appropriation Recipient Fiscal Officer
or Grant Coordinator (if applicable)

Appropriation Recipient
Grantee Representative

Invest in Enriched Education for our Community!

VOTE YES

Tuesday, November 5, 2024

- For your children
- For your grandchildren
- For the future of education in Lea County, New Mexico
- For Higher-Ed Bond 3

NO TAX RATE INCREASE!

INVEST IN
HIGHER EDUCATION
BOND 3
NO TAX RATE INCREASE

STUDENTS | WORKFORCE

ECONOMY | COMMUNITY

NMJC
New Mexico Junior College

NMJC.EDU

**INVEST IN
HIGHER EDUCATION**

BOND 3

**NO TAX RATE
INCREASE**

**2024 Bond 3
Benefits
NMJC
Mansur Hall
Renovation**

- Update offices, classrooms & restrooms
- Expand Academic Success Center
- Support learning & degrees in
 - Communications
 - Education
 - English
 - History
 - Science
 - Spanish

**GO Bonds
have funded
these NMJC
projects**

**2022 New
Vocational
Training Facility**

**2020 Watson Hall
Renovation and
Safety & Security
Updates**

**2018 McLean Hall
Renovation**

**2016 New Allied
Health Building**

STUDENTS | WORKFORCE

ECONOMY | COMMUNITY

HIGHER-ED BOND 3 is an investment in the future of NMJC, Lea County, and the State of New Mexico



Higher education is moving forward.

- In 2023, New Mexico experienced a **2.3% increase in undergraduate student enrollment** across public colleges and universities – the second consecutive year of growth.
- Adult education programs reported an **11% increase in statewide enrollment**.
- In the most recent academic year, **total degrees, certificates and awards increased by nearly 9%**, to 29,663.



- During the same period, **certificates and awards (less than two years of college attained) grew by 34%**, to 11,185.



Invest in the future.

A skilled workforce is essential to our state's economy. Projects funded by Higher Education Bond 3 would help educate more pharmacists, expand trade and technical education, renovate and enhance New Mexico's agricultural science and research centers, create centers for early childhood development, boost workforce training, make campuses safer, advance science and space education, and much more – **all without raising property tax rates.**

Your support of Higher Education Bond 3 is critical to New Mexico's future.

IMPORTANT DATES

- **EARLY IN-PERSON AND ABSENTEE VOTING:**
Begin Tuesday, Oct. 8, 2024
- **EXPANDED EARLY VOTING:**
Saturday, Oct. 19, thru Saturday, Nov. 2, 2024
- **ELECTION DAY:**
Tuesday, Nov. 5, 2024

Paid for by the GO Bonds for Education Committee, David Abbey, Chair.

Find us on



**INVEST IN
HIGHER EDUCATION
BOND 3
NO TAX RATE
INCREASE**

Improve New Mexico's Public Colleges,
Universities & Specialty Schools

VOTE
November 5, 2024

**STUDENTS | WORKFORCE
ECONOMY | COMMUNITY**

investinbond3.com

WHEN YOU INVEST IN NEW MEXICO'S PUBLIC COLLEGES, UNIVERSITIES AND SPECIALTY SCHOOLS, you invest in our future. General obligation bonds are the **only** source of funding available for many institutions to renovate buildings, keep facilities safe, upgrade technology and provide a quality education that moves our state's economy forward.

Passage of Bond 3 would **not** raise property tax rates, but **would** create nearly 2,300 new jobs and contribute to the economies of **28 cities in 23 counties** across New Mexico.

A certificate, or two-year or four-year degree, makes sense.

- New Mexico is the **most affordable state** for tuition costs, according to a 2023 Education Data Initiative study.
- Individuals with an associate's degree earn about **\$141 more a week** than employees who have only a high school diploma.
- Bachelor's degree holders **earn about 86% more**, on average, than those with a high school diploma.



• College graduates are **half as likely to be unemployed** as their peers who only have a high school diploma.



2024 BOND 3 ALLOCATION BY COUNTY AND COLLEGE, UNIVERSITY AND SCHOOL

BERNALILLO \$103,000,000 Central New Mexico Community College \$16,000,000 The University of New Mexico \$87,000,000	OTERO \$5,800,000 New Mexico School for the Blind and Visually Impaired \$4,800,000 New Mexico State University-Alamogordo \$1,000,000
CHAVES \$7,400,000 Eastern New Mexico University-Roswell \$5,300,000 New Mexico Military Institute \$2,100,000	QUAY *\$1,250,000 Rex E. Kirksey Agricultural Science Center at Tucumcari *\$1,250,000
CIBOLA \$3,000,000 New Mexico State University-Grants \$3,000,000	RIO ARRIBA *\$6,250,000 Northern New Mexico College \$5,000,000 Sustainable Agriculture Science Center at Alcalde *\$1,250,000
CURRY *\$3,250,000 Clovis Agricultural Science Center *\$1,250,000 Clovis Community College \$2,000,000	ROOSEVELT \$2,000,000 Eastern New Mexico University \$2,000,000
DOÑA ANA *\$35,325,000 Chihuahuan Desert Rangeland Research Center *\$1,250,000 Doña Ana Community College \$1,575,000 Fabian Garcia Research Center *\$1,250,000 Leyendecker Plant Science Center *\$1,250,000 New Mexico State University-Las Cruces \$30,000,000	SAN JUAN *\$5,500,000 Agricultural Science Center at Farmington *\$1,250,000 Diné College \$1,000,000 San Juan College \$3,250,000
EDDY *\$6,250,000 Artesia Agricultural Science Center *\$1,250,000 Southeast New Mexico College \$5,000,000	SAN MIGUEL \$5,360,000 Luna Community College \$1,000,000 New Mexico Highlands University \$4,360,000
GRANT \$9,000,000 Western New Mexico University \$9,000,000	SANTA FE \$7,180,000 Institute of American Indian Arts \$480,000 New Mexico School for the Deaf \$3,000,000 Santa Fe Community College \$3,700,000
LEA \$4,000,000 New Mexico Junior College \$4,000,000	SOCORRO \$8,500,000 New Mexico Institute of Mining and Technology \$8,500,000
LINCOLN *\$4,250,000 Corona Range and Livestock Research Center *\$1,250,000 Eastern New Mexico University-Ruidoso \$3,000,000	TAOS \$1,500,000 The University of New Mexico-Taos \$1,500,000
LOS ALAMOS \$1,000,000 The University of New Mexico-Los Alamos \$1,000,000	UNION *\$1,250,000 Clayton Livestock Research Center *\$1,250,000
MCKINLEY \$5,000,000 Navajo Technical University \$1,000,000 The University of New Mexico-Gallup \$4,000,000	VALENCIA *\$2,250,000 Los Lunas Agricultural Science Center *\$1,250,000 The University of New Mexico-Los Lunas \$1,000,000
MORA *\$1,250,000 John T. Harrington Forestry Research Center at Mora *\$1,250,000	TOTAL 2024 GO BOND 3 FUNDING \$229,565,000

*Estimate only. \$15,000,000 was allocated statewide to renovate 12 agricultural science and research centers.



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
October 21, 2024

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

DEPT OF ORIGIN: Finance

DATE SUBMITTED: 10/10/2024

SUBMITTED BY: Toby Spears, Finance Director

Summary:

On October 9, 2024, the Lodgers' Tax Board met and recommended Lodgers' Tax Funding for the following events:

	Request Description	Amount Requested	LT Board Recommend
1	Hobbs Airfield Speedway* *Flashlight Cash Days with Limpy - Nov 11, 2024	\$3,143.00	\$3,143.00
2	Hobbs Chamber of Commerce *Dia de los Muertos - Nov 2, 2024 *Hobbs Holiday Tourn-Dec 26-28, 2024 TOTAL	\$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 *Hobbs Fall Games (Nov 2-3, 2024)	\$24,999.30	\$24,999.30
4	Hobbs USSSA *NM/WTX Challenge Cup(Nov 8-10, 2024) *Toys for Tots (Dec 6 - 8, 2024) TOTAL	\$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 *Mariachi Christmas (Dec 13, 2024)	\$25,000.00	\$25,000.00
6	City of Hobbs *The Guide - Winter Advertising *CORE -Pickleball Tourney (Jan 16-19) *Rockwind Community Links Advertising TOTAL	\$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 *Art for Recovery (Nov 16, 2024)	\$13,500.00	\$13,500.00
8	Tuff Hedeman Bull Riding Tour *Hobbs Tuff Hedeman Bull Riding (Jan 25, 2025) TOTAL	\$20,000.00 \$229,937.05	\$20,000.00 \$229,937.05

***NOTE: Approved by Lodgers' Tax Board, under \$10,000.00 for fiscal year 2025.**

Fiscal Impact:

September 30, 2024 Estimated Unencumbered Cash Balance for the Lodgers' Tax Fund is as follows:

Security and Sanitation (15%)	\$	0.00
Non-Profit/For Profit/Public Entity (20%)	\$	287,997.36
City and County (40%)	\$	724,823.35
Airline (25%)	\$	133,709.28

The 2025 budgeted lodgers' tax revenues are projected to be **\$1,750,000.00**

Attachments:

Resolution -Lodgers Tax Allocation for 10-21-24 Comm Mtg - City Manager changes
Lodgers' Tax Financial Report for 1st quarter of Fiscal Year 2025 - September 30,
2024
October 9, 2024 full packet

Recommendation:

City staff recommends the following allocations:

- Hobbs Airfield Speedway - 1 event - \$3,143.00
- Hobbs Chamber of Commerce - 2 events - \$34,899.30
- Permian Basin USSSA - 1 event - \$24,999.30
- Hobbs USSSA - 2 events - \$14,000.00
- Hobbs Hispano Foundation - 1 event - \$25,000.00
- City of Hobbs - 3 items/events - \$94,395.45
- Unity Recovery Solutions - 1 event - \$7,500.00
- Tuff Hedeman Bull Riding Tour - \$20,000.00

TOTAL RECOMMENDED FUNDING: \$223,937.05

Approved By:

Toby Spears, Finance Director 10/10/2024
Toby Spears, Finance Director 10/10/2024
Valerie Chacon, City Attorney 10/10/2024
Manny Gomez, City Manager 10/14/2024

CITY OF HOBBS

RESOLUTION NO. 7554

A RESOLUTION AUTHORIZING AN ALLOCATION OF
LODGERS' TAX FUNDS

WHEREAS, the Lodgers' Tax Advisory Board met on October 9, 2024, and recommended the following funding for events:

	Request Description	Amount Requested	Lodgers' Tax Board Recommendation	Commission Award
1	Hobbs Airfield Speedway* <ul style="list-style-type: none"> Flashlight Cash Days with Limpy- (Nov 11, 2024) 	\$3,143.00	\$3,143.00 (approved by LTB under 10K)	
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) TOTAL	\$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) TOTAL	\$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) TOTAL	\$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	

*NOTE: Approved by Lodgers' Tax Board, under \$10,000.00 for fiscal year 2025.

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

PASSED, ADOPTED AND APPROVED this 21st day of October, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

CITY OF HOBBS LODGERS' TAX REPORT

September 30, 2024

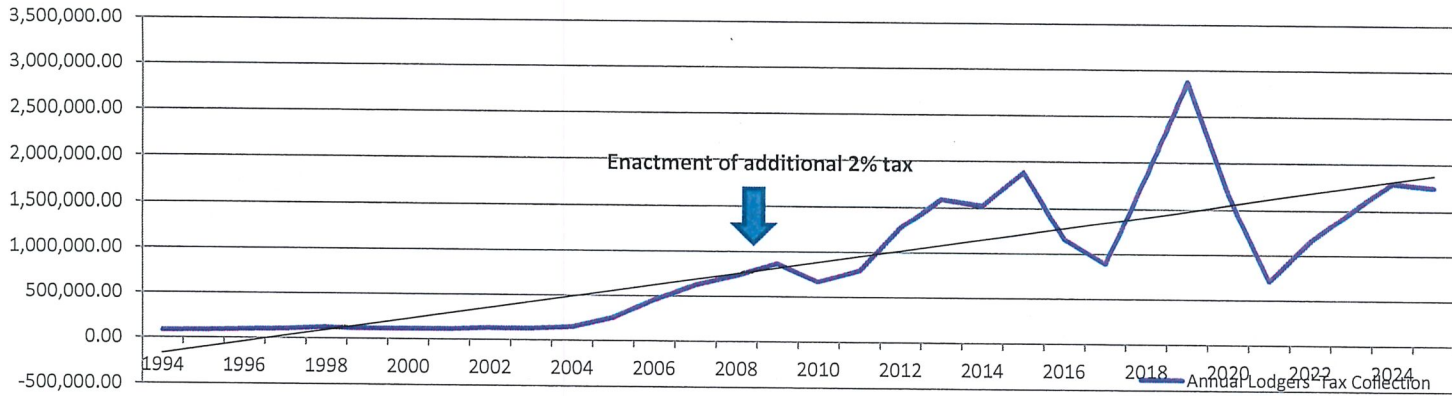
		RECEIPTS 239999-				EXPENDITURES			NET CHANGE		Cash
Month	Month	Gross Taxable Revenue	Lodgers' Tax	Other Income	TOTAL	Contract for Services	Advert & Promotion	TOTAL	For Month	YTD	Balance
July 2022		2,344,993.40	117,249.67	724.61	117,974.28		18,764.47	18,764.47	99,209.81	99,209.81	1,186,145.38
August 2022		2,301,976.00	115,098.80	1,312.73	116,411.53		87,372.03	87,372.03	29,039.50	128,249.31	1,215,184.88
September 2022		2,432,846.20	121,642.31	1,763.30	123,405.61		249,365.79	249,365.79	(125,960.18)	2,289.13	1,089,224.70
October 2022		2,381,193.20	119,059.66	1,928.75	120,988.41		-	-	120,988.41	123,277.54	1,210,213.11
November 2022		2,688,695.60	134,434.78	2,574.32	137,009.10		192,300.35	192,300.35	(55,291.25)	67,986.29	1,154,921.86
December 2022		2,419,647.60	120,982.38	3,328.48	124,310.86		316,325.61	316,325.61	(192,014.75)	(124,028.46)	962,907.11
SUBTOTAL		14,569,352.00	728,467.60	11,632.19	740,099.79	0.00	864,128.25	864,128.25			
January 2023		2,182,112.60	109,105.63	3,183.80	112,289.43		35,371.75	35,371.75	76,917.68	76,917.68	1,039,824.79
February 2023		2,242,822.80	112,141.14	3,788.90	115,930.04		53,799.13	53,799.13	62,130.91	62,130.91	1,101,955.70
March 2023		2,432,360.40	121,618.02	3,670.54	125,288.56		216,175.23	216,175.23	-90,886.67	-90,886.67	1,011,069.03
April 2023		2,628,350.20	131,417.51	3,871.88	135,289.39		72,615.52	72,615.52	62,673.87	62,673.87	1,073,742.90
May 2023		2,699,091.00	134,954.55	4,283.86	139,238.41		20,835.92	20,835.92	118,402.49	118,402.49	1,192,145.39
June 2023		3,048,922.00	152,446.10	4,975.72	157,421.82		286,912.69	286,912.69	-129,490.87	-129,490.87	1,062,654.52
SUBTOTAL		15,233,659.00	761,682.95	23,774.70	785,457.65	0.00	685,710.24	685,710.24			
July 2023		2,792,496.40	139,624.82	5,130.83	144,755.65		29,856.26	29,856.26	114,899.39	114,899.39	1,177,553.91
August 2023		2,827,934.60	141,396.73	5,783.05	147,179.78		153,485.80	153,485.80	(6,306.02)	108,593.37	1,171,247.89
September 2023		3,089,688.60	154,484.43	6,184.04	160,668.47		119,222.82	119,222.82	41,445.65	150,039.02	1,212,693.54
October 2023		2,965,511.60	148,275.58	6,185.97	154,461.55		59,931.87	59,931.87	94,529.68	244,568.70	1,307,223.22
November 2023		3,614,738.20	180,736.91	7,004.17	187,741.08		228,749.12	228,749.12	(41,008.04)	203,560.66	1,266,215.18
December 2023		2,846,797.60	142,339.88	6,659.29	148,999.17		115,573.30	115,573.30	33,425.87	236,986.53	1,299,641.05
SUBTOTAL		18,137,167.00	906,858.35	36,947.35	943,805.70	0.00	706,819.17	706,819.17			
January 2024		2,855,746.60	142,787.33	6,873.91	149,661.24		18,885.79	18,885.79	130,775.45	130,775.45	1,430,416.50
February 2024		2,959,520.00	147,976.00	7,251.02	155,227.02		79,129.11	79,129.11	76,097.91	76,097.91	1,506,514.41
March 2024		1,889,089.60	94,454.48	7,133.27	101,587.75		78,981.40	78,981.40	22,606.35	22,606.35	1,529,120.76
April 2024		3,698,689.60	184,934.48	7,662.68	192,597.16		157,155.63	157,155.63	35,441.53	35,441.53	1,564,562.29
May 2024		3,336,766.80	166,838.34	7,885.87	174,724.21		47,718.44	47,718.44	127,005.77	127,005.77	1,691,568.06
June 2024		3,004,612.60	150,230.63	8,593.83	158,824.46		149,334.96	149,334.96	9,489.50	9,489.50	1,701,057.56
SUBTOTAL		17,744,425.20	887,221.26	45,400.58	932,621.84	0.00	531,205.33	531,205.33			
CASH BALANCE		1,701,057.56	1,794,079.61	82,347.93	1,876,427.54		1,238,024.50				
July 2024		3,045,254.80	152,262.74	8,340.39	160,603.13		7,119.83	7,119.83	153,483.30	153,483.30	1,854,540.86
August 2024		2,849,193.60	142,459.68		142,459.68		35,457.99	35,457.99	107,001.69	260,484.99	1,961,542.55
September 2024		3,117,568.60	155,878.43		155,878.43		280,737.16	280,737.16	(124,858.73)	135,626.26	1,836,683.82
October 2024		-			-				-	135,626.26	1,836,683.82
November 2024		-			-				-	135,626.26	1,836,683.82
December 2024		-			-				-	135,626.26	1,836,683.82
SUBTOTAL		9,012,017.00	450,600.85	8,340.39	458,941.24	0.00	323,314.98	323,314.98			
January 2025		0.00			0.00			0.00	0.00	0.00	1,836,683.82
February 2025		0.00			0.00			0.00	0.00	0.00	1,836,683.82
March 2025		0.00			0.00			0.00	0.00	0.00	1,836,683.82
April 2025		0.00			0.00			0.00	0.00	0.00	1,836,683.82
May 2025		0.00			0.00			0.00	0.00	0.00	1,836,683.82
June 2025		0.00			0.00			0.00	0.00	0.00	1,836,683.82
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00			
CASH BALANCE		1,836,683.82	450,600.85	8,340.39	458,941.24		323,314.98				

CITY OF HOBBS LODGERS' TAX PROGRAM

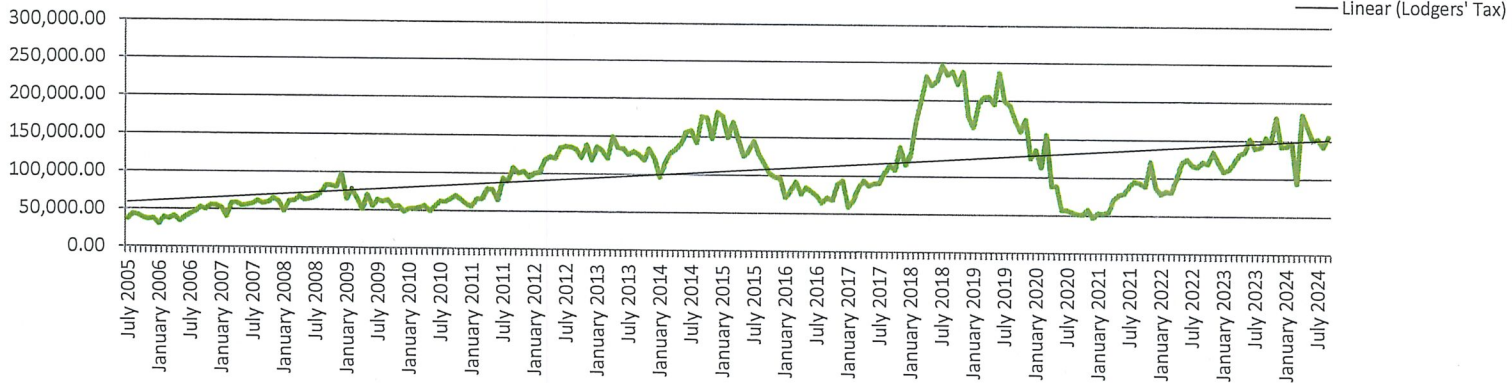
9/30/2024

		AWARD				ACTUAL
		<u>PROJECT</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>EXPENSE</u>	<u>GRANT</u>
9/30/2024	CASH BALANCE					1,836,683.82
Proof of Cash:						
Beginning Cash Available for Profit, Non-Profit, and Public Entities (20%)						340,211.51
						800.89
22404856		New Mexico Junior College - NJCAA 2024 Golf Champion	1-10-2024	10,500.00	0.00	10,500.00
22404858		Hobbs Airfield Speedway - March 9 and May 10 11	1-10-2024	6,290.00	6,286.00	4.00
22404857		United Way of Lea County - Reading under the Lights	1-10-2024	8,225.00	6,480.50	1,744.50
22404901		Hobbs USSSA - March 16 17, April 26, 27, May 24, 26, May 27	1-10-2024	23,500.00	17,200.00	6,300.00
22405613		Hobbs Chanber of Commerce - Hobbs August Nites Aug 23-24, 2	5-10-2024	20,227.75	0.00	20,227.75
22405609		Hobbs Airfied Speedway - Summer Melt Down III Aug 3,2024	5-10-2024	3,145.00	3,143.50	1.50
22405610		United Way of Lea County - Turfs - Flag Bowl - June 8, 2024	5-10-2024	9,395.00	0.00	9,395.00
22405610		United Way of Lea County - Turfs - Wheelchair Games - June 29,	5-10-2024	9,395.00	6,581.62	2,813.38
22405615		Permian Basin USSSA - Last Chance for Rings - July 27-28,2024	5-10-2024	24,986.00	19,253.37	5,732.63
22405611		Hobbs USSSA - NM Men's E State - Aug2-3, 2024	5-10-2024	5,000.00	0.00	5,000.00
22405611		Hobbs USSSA - NM/WTX All State - Aug 2-3,2024	5-10-2024	9,000.00	9,000.00	0.00
22405614		Hobbs Juneteenth Committee - Hobbs Juneteenth Festival June 1	5-10-2024	25,000.00	25,000.00	0.00
22405612		Sheri's House of Hope, Inc. - Hues of Hope Color Run - June 1,2C	5-10-2024	9,500.00	7,119.83	2,380.17
22405626		Hobbs Hispano Camber Foundation - Fiesta De Septiembre - Spt	5-10-2024	25,000.00	0.00	25,000.00
22501364		Hobbs Airfield Speedway (remember glizzy Sept 7, 2024/Nov 2)	8-5-2024	6,288.00	3,143.50	3,144.50
22501626		United Way Lea County - Chili Festival (Sept 27-Sep 28)	8-5-2024	9,830.00	0.00	9,830.00
22501627		Hobbs Eagle Quarterback Club (Fall Season)	8-5-2024	10,100.00	0.00	10,100.00
22501628		Hobbs USSSA (Pretty in Pink - October 11-13 2024)	8-5-2024	9,000.00	0.00	9,000.00
22501629		NMJC - Welcome Back Weekend Oct 4 5	8-5-2024	10,070.00	0.00	10,070.00
22501362		Lea County of Arts (A night of culture - 8 31 2024-meet at pole no	8-5-2024	10,290.00	0.00	10,290.00
		TOTAL REMAINING ALLOCATION FOR PROFIT, NON-PROFIT AND PUBLIC EN		179,693.38		142,334.32
Add:		20% Monthly Tax Revenue (starting April 1st, 2013)				90,120.17
		Cash Available for Allocation				287,997.36
Beginning Cash Available for Local Government (City and County) (40%)						935,581.66
		CORE SUBSIDY 2025	7/1/2025	500,000.00	125,000.00	375,000.00
		City of Hobbs - 2024 NMPRA Event	5-10-2024	38,364.00	22,365.35	15,998.65
		TOTAL REMAINING ALLOCATION FOR LOCAL GOVERNMENT		538,364.00	147,365.35	390,998.65
Add:		40% Monthly Tax Revenue (starting April 1st, 2013)				180,240.34
		Cash Available for Allocation				724,823.35
Beginning Cash Available for Fire, EMS, Sanitation (15%)						
		TOTAL REMAINING ALLOCATION FOR CITY OF HOBBS POLICE AND FIRE		255,000.00	67,590.13	187,409.87
Add:		15% Monthly Tax Revenue (starting April 1st, 2013)			67,590.13	269,111.94
		Cash Available for Allocation				-
Beginning Cash Available for Airline subsidy (25%)						425,264.39
		EDC - MRG Subsidy 2025		237,500.00	0.00	237,500.00
		EDC - Marketing of Airline 2025		200,000.00	33,294.68	166,705.32
Add:		25% Monthly Tax Revenue (starting April 1st, 2013)				112,650.21
		TOTAL REMAINING ALLOCATION FOR AIRLINE SUBSIDY				112,650.21
		Cash Available for Allocation				133,709.28

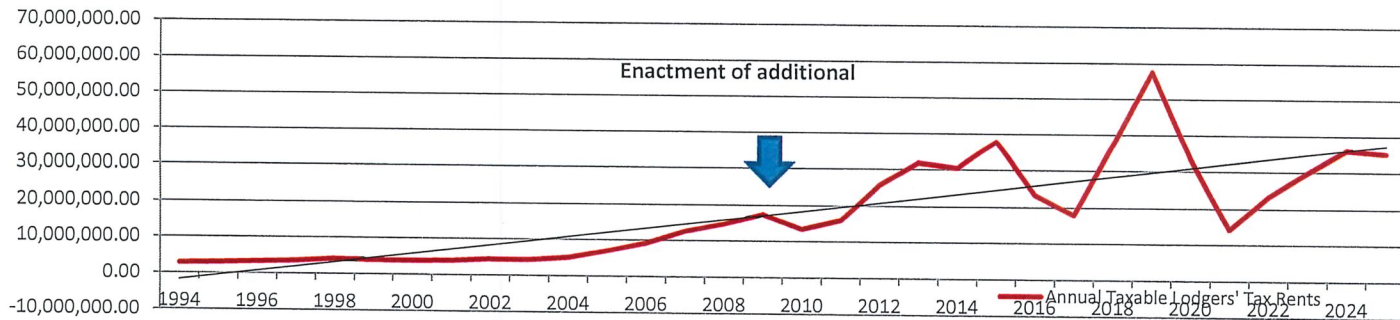
Annual Lodgers' Tax Collection

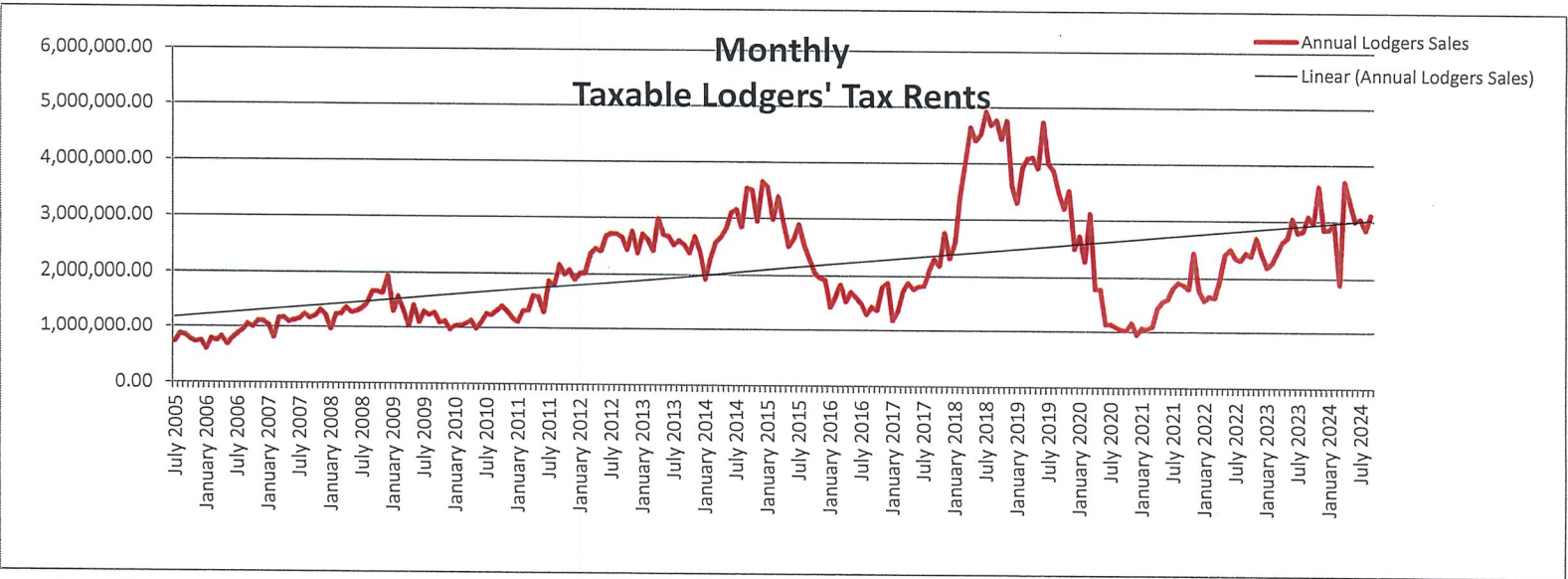


Monthly Lodgers' Tax Collection



Annual Taxable Lodgers' Tax Rents







LODGERS' TAX BOARD

Regular Meeting Agenda

Date: Wednesday, October 9, 2024

Place: 200 E. Broadway, 1st Floor City Hall Annex, Hobbs, New Mexico

Time: 3:00 p.m.

*Jack Robertson, Chairperson
Tourist Industry Related*

*Lahcen Tigui
Lodging Industry Related*

*Thomas K. Wilson II
Lodging Industry Related*

*Oscar Gonzalez
Member-At-Large*

*Terry Sowell
Tourist Industry Related*

-
1. **Call to Order**
 2. **Roll Call**
 3. **Pledge of Allegiance**
 4. **Approval of Minutes:** January 10, 2024
 5. **Communications from Citizens** (3-minute limit per citizen)
 6. **Discussion/Updates:**
 - a. Financial Report (*Toby Spears, Finance Director*)
 7. **Action Items**

- a. Permian Basin USSSA
Hobbs Fall Games (\$24,986.10)
November 2 through November 3, 2024

- b. Hobbs Hispano Chamber Foundation
Mariachi Christmas (\$25,000.00)
December 13, 2024

- c. Hobbs Chamber of Commerce, Inc
Dia de los Muertos (\$9,900.00)
November, 2, 2024
Hobbs Holiday Tournament in Partnership with the Hobbs Municipal
Schools (\$24,999.30)
December 26 through December 28, 2024

- d. Hobbs Airfield Speedway
Flashlight Cash Days with Limpy (\$3,143.00)
November 2, 2024

- e. Hobbs USSSA
NM/WTX Challenge Cup (\$5,000.00)
November 8 through November 10, 2024
Toys for Tots (\$9,000.00)
December 6 through December 8, 2024

- f. City of Hobbs
The GUIDE – Winter 2024/2025 (\$13,345.45)
Winter 2024 – Printing

- g. City of Hobbs: Center of Recreational Excellence (CORE)
Amateur Pickleball Tournament with the Pros by PRO Sports (\$35,000.00)
January 16 through January 19, 2025

- h. City of Hobbs: Rockwind Community Links
Advertising, Marketing and Promotions for Rockwind Community Links
(\$46,050.00)
November 2024 through June 2025

- i. Unity Recovery Solutions
Art for Recovery (\$13,500.00)
November 16, 2024

- j. Tuff Hedeman Bull Riding Tour
Hobbs Tuff Hedeman Bull Riding (\$20,000.00)
January 25, 2025

8. Event Summaries

9. Adjournment

The City will make every effort to provide reasonable accommodations for people with disabilities who wish to attend a public meeting. Please notify the City at least 24 hours before the meeting by calling 575-397-9208.

Notice is hereby given that a quorum of the Hobbs City Commission may be in attendance at City Advisory Board meetings.

**Next Meeting Date:
Wednesday, January 8, 2025, at 3:00 p.m.**

Minutes of the regular meeting of the Lodgers' Tax Board held on Wednesday, January 10th, 2024, at 3:00 p.m. in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Chairperson Jack Robertson called the meeting to order. The following members were present:

Jack Robertson
Oscar Gonzalez
Lahcen Tigui

Absent: Thomas K. Wilson II
Terry Sowell

Also Present: Toby Spears, Finance Director
Amelia Maldonado, Deputy City Clerk
Rose Galavez, Asst Deputy City Clerk
Meghan Mooney, Communications Director
Chad Littlejohn, Marketing Coordinator
10 Citizens

Pledge of Allegiance

Chairperson Jack Robertson led the Pledge of Allegiance.

Approval of Minutes

Mr. Oscar Gonzalez moved that the minutes of the meeting held October 18, 2023, be approved as presented. Mr. Lahcen Tigui, seconded the motion and the vote was recorded as follows: Robertson yes, Gonzalez yes, Tigui yes. The motion carried.

Financial Report

Mr. Toby Spears, Finance Director, presented the revenue report and explained the funding cycle and the annual/monthly collection for the Lodgers' Tax fund. He stated the ending balances as of December 31, 2023, are as follows:

Ending Cash Balance	\$ 1,283,436.43
Year to Date Revenue	\$ 906,858.35
Year to Date Expenditures	\$ 706,819.17
Available for Profit, Non-Profit & Public Entities	\$ 186,679.24
Available for Local Government (City and County)	\$ 433,337.70
Available for Airline Subsidy	\$ 600,753.26

Request for Funding

Presentations were made by the following organizations and recommendations were made by the Board as follows:

New Mexico Junior College - Athletics

2024 NJCAA Men's Division 1 National Golf Championship

May 14 through 17, 2024

Original Request: \$10,500.00

Board Recommendation to Commission: \$10,500.00

Mr. Deron Clark, Director of Athletics and Ms. Kayla Weaver, Assistant Director of Athletics presented the request for the NJCAA Men's Division 1 National Golf Championship in the amount of \$10,500.00. The funds will be used for apparel, gifts for the participant and the NJCAA guarantee.

Mr. Gonzalez moved that funding in the amount of \$10,500.00 be forwarded to the Hobbs City Commission for consideration. Mr. Jack Robertson seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Robertson yes. The motion carried.

Hobbs Airfield Speedway

Flashlight Cash Days with Limpy

March 9, 2024

Original Request: \$3,145.00

Board Approved: \$3,145.00

Summer Banger with BJ Da Flagman

May 10 and 11, 2024

Original Request: \$3,145.00

Board Approved: \$3,145.00

Mr. Jamal R. Awwad, representative for Hobbs Airfield Speedway, presented the request for funding for the Flashlight Cash Days with Limpy, in the amount of \$3,145.00. He explained the funding requested will be used for radio advertising and for professional performance fees of Chris Collin (Limpy).

Mr. Awwad, presented the request for funding for the Summer Banger with BJ Da Flagman, in the amount of \$3,145.00. He explained the funding requested will be used for radio advertising and for professional performance fees of BJ Da Flagman.

Mr. Gonzalez moved that funding be approved in the total amount of \$6,290.00. Mr. Tigui seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Robertson yes. The motion carried.

United Way of Lea County

Reading Under the Lights

April 26, 2024

Original Request: \$8,225.00

Board Recommendation to Commission: \$8,225.00

Mr. Becca Titus, representative for United Way of Lea County, presented the request for funding of the Reading Under the Lights in the amount of \$8,225.00. Ms. Titus stated the funds will be used for advertising and marketing.

Mr. Gonzalez moved that funding in the amount of \$8,225.00 be forwarded to the Hobbs City Commission for consideration. Mr. Robertson seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Robertson yes. The motion carried.

Permian Basin USSSA

King of the Turf

March 9 and 10, 2024

Original Request: \$24,964.80

Board Recommendation to Commission: \$24,964.80

Baseball Moms are the Best

May 11 and 12, 2024

Original Request: \$24,964.80

Board Recommendation to Commission: \$24,964.80

Mr. Tommy E. Hawkins, representative for Permian Basin USSSA, presented the request for funding for the King of the Turf Tournament in the amount of \$24,964.80. He explained the funding requested will be used for radio advertising, promotional items and awards for the teams.

Mr. Hawkins also presented the request for funding for the Baseball Moms are the Best Tournament in the amount of \$24,964.80. He explained the funding requested will be used for radio advertising, promotional items and awards for the teams.

Mr. Gonzalez moved that funding in the amount of \$24,964.80 for the King of the Turf Tournament and the funding in the amount of \$24,964.80 for the Baseball Moms are the Best Tournament be forwarded to the Acc for consideration. Mr. Robertson seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Robertson yes. The motion carried.

Hobbs USSSA

Blind as a Bat

March 16 and 17, 2024

Original Request: \$3,000.00

Board Recommendation to Commission: \$3,000.00

Hobbs SuperSlam NIT

April 26 through 28, 2024

Original Request: \$9,000.00

Board Recommendation to Commission: \$9,000.00

Jewelz on the Turf NIT MVP Event
May 24 through 26, 2024
Original Request: \$9,000.00
Board Recommendation to Commission: \$9,000.00
JB Memorial 1 Pitch
May 27, 2024
Original Request: \$2,500.00
Board Recommendation to Commission: \$2,500.00

Ms. Julie Rodriguez, representative for Hobbs USSSA, presented the requests for funding for the Blind as a Bat Tournament, in the amount of \$3,000.00, Hobbs SuperSlam NIT, in the amount of \$9,000.00, Jewelz on the Turf NIT MVP Event, in the amount of \$9,000.00 and JB Memorial 1 Pitch Tournament, in the amount of \$2,500.00. She explained the funding requested will be used for sanction fees, umpires and staff lodging.

Mr. Gonzalez moved that funding in the total amount of \$23,500.00 be forwarded to the Hobbs City Commission for consideration. Mr. Robertson seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Robertson yes. The motion carried.

City of Hobbs
Hobbs Downtown Slam and Jam – Gus Macker
April 20 and 21, 2024
Original Request: \$17,218.00
Board Recommendation to Commission: \$17,218.00

Ms. Paula Drake, representative for City of Hobbs, presented the request for funding for the Hobbs Downtown Slam and Jam – Gus Macker, in the amount of \$17,218.00. Ms. Drake stated the event would be held in honor of Mr. Michael Clampitt. The funding for this event would be used for posters, player shirts and radio advertising.

Mr. Gonzalez moved that funding in the amount of \$17,218.00 be forwarded to the Hobbs City Commission for consideration of Hobbs Downtown Slam and Jam – Gus Macker. Mr. Tigui seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Robertson yes. The motion carried.

Event Summary

Mr. Gonzalez stated the Mariachi Christmas event was held the second week of December and was a success. The event held approximately 1000 students in the daytime show and 1000 citizens at the evening show.

Adjournment

There being no further business or comments, Mr. Gonzalez moved that the meeting adjourn. Mr. Robertson seconded the motion and the vote was recorded as follows: Gonzalez yes, Tigui yes, Robertson yes. The motion carried and the meeting adjourned at 3:55 p.m.

Chairperson

Permian Basin USSSA



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2022 - 06/30/2023

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

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

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

Tommy E Hawkins
 Representative

Permian Basin USSSA
 Name of Organization

6/28/2024
 date

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

Organization	PERMIAN BASIN USSSA
Name of Contact	Tommy E Hawkins
Address	4487 Hackberry Ct.
City, State Zip	Midland, TX 79707
Phone#/Fax#	office 432-520-9100/ cell 432-557-3229
email	tommy.hawkins@wtusssa.com

Event Budget

Income		Event 1	Event 2	Event 3	Event 4	Event 5	Total
	Sponsorships						
ENTRY FEES		56,250.00					56,250.00
Donations							-
Prior Year Carryover							-
Other (please explain)							-
Total Income		56,250.00	-	-	-	-	56,250.00

EXPENSE (NON- LODGERS' TAX		Event 1	Event 2	Event 3	Event 4	Event 5	Total
	Cost of Sales Items						
Cost of Awards							-
Building/Booth Rent							-
Advertising							-
Printing & Mailing							-
Print Media							-
Electronic Media							-
Misc. (Please explain)	UMPIRES, UIC STAFF	\$42,250					42,250.00
	UMPIRES ROOMS AND FOOD\$	\$8,500.00					8,500.00
	BASEBALL STAFF	\$4,000.00					4,000.00
Total NON- LODGERS' Exp.		54,750.00	-	-	-	-	54,750.00

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	-	-	-	-	-	-
Print Media	-	-	-	-	-	-
Electronic Media	-	-	-	-	-	-
Other	24,986.10	-	-	-	-	24,986.10
TOTAL LODGERS' TAX REQ. SUMMARY	24,986.10	-	-	-	-	24,986.10

LODGERS'
TAX

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

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event: **Hobbs Fall Games**
 Date: **November 2-3, 2024**
 Location: **VETERANS MEMORIAL PARK/ ZIA / JEFFERSON PARK**
 Description: **USSSA BASEBALL TOURNAMENTS FOR 7U THRU 14U**

Expected Attendance		# of Overnighters		
Is this an annual event?	YES	Is this a new event?		

PRINTING							
Posters (save-the-date) Programs	Cost	Quantity	Total	Flyers Tickets	Cost	Quantity	Total
					-		
SUBTOTAL			-	SUBTOTAL			-
Mailings	Cost	Quantity	Total				
			-	TOTAL PRINTING COSTS			
-							

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

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

OTHER EXPENSE				
Name	# of item	Cost	Total	
Professional Performance Fees				-
Sound and Lighting Costs				-
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)				-
Other: (please list)				-
NATIONAL AND STATE SANCTION FEES	1	\$7,500.00		7,500.00
HOBBS CVB RINGS	384	\$15.95		6,124.80
Hobbs CVB BASEBALLS/ DZ PER TEAM	90	\$54.57		4,911.30
BANNERS AWARDS FIRST/SECOND	56	\$30.00		1,680.00
MVP GAME MEDALS	900	\$3.50		3,150.00
COACHES HOBBS CVB GIFTS	180	\$9.00		1,620.00
				-
				-
				-
TOTAL OTHER EXPENSE				24,986.10

TOTAL REQUEST FOR EVENT 1	24,986.10
----------------------------------	------------------

Instructions: Please complete all areas of PINK that apply.

Hobbs Hispano
Chamber Foundation



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2022 - 06/30/2023

RECEIVED

AUG 8 2024

OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO

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

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Sanction Fees	

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

Saul Villarreal
Representative

Hobbs Hispano Chamber Foundation
Name of Organization

7/8/2024
date

Received at City Hall:

(date and time)

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

Organization	Hobbs Hispano Chamber of Commerce Foundation
Name of Contact	Lariza Ortiz & Saul Villarreal
Address	113 N. Ship St
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	Lariza: 575-520-6284 / Saul Villarreal: 575-390-2070
email	larizao@icloud.com / saul.villarreal@lcsb.com

Event Budget

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships	34,000.00				34,000.00
	Sales	11,000.00				11,000.00
	Donations					-
	Prior Year Carryover					-
	Other (please explain)					-
	Total Income	45,000.00	-	-	-	-

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

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	3,010.00	-	-	-	-	3,010.00
Print Media	2,500.00	-	-	-	-	2,500.00
Electronic Media	18,000.00	-	-	-	-	18,000.00
Other	1,490.00	-	-	-	-	1,490.00
TOTAL LODGERS' TAX REQ. SUMMARY	25,000.00	-	-	-	-	25,000.00

LODGERS'
TAX

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

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	Mariachi Christmas
Date	December 13, 2024
Location	Tydings Auditorium
Description	Mariachi music accompanied by traditional Mexican folk dance performances

Expected Attendance	1700	# of Overnighters	300	
Is this an annual event?	Yes	Is this a new event?		

PRINTING

				Flyers Tickets			
	Cost	Quantity	Total		Cost	Quantity	Total
Posters (save-the-date)	2.00	50	100.00			0.00	
Programs	1.50	1,700	2,550.00		1,800	360.00	
	SUBTOTAL				SUBTOTAL		
			2,650.00			360.00	
	Cost	Quantity	Total				
Mailings			-				
TOTAL PRINTING COSTS						3,010.00	

PRINT MEDIA

			Cost	Total
	Name	# of ads		
Newspaper	Lovington Leader	3	250.00	750.00
	Hobbs News Sun	3	250.00	750.00
	SUBTOTAL			1,500.00
Magazine/Other	Billboards	2	500.00	1,000.00
				-
	SUBTOTAL			1,000.00
TOTAL PRINT MEDIA				2,500.00

ELECTRONIC MEDIA

			Cost	Total
	Name	# of spots		
Radio	Local	300	10.00	3,000.00
	Non-Local	400	15.00	6,000.00
Television	Regional TV Ads	30	100.00	3,000.00
				-
Social Media	Facebook	1	4,000.00	4,000.00
	YouTube	1	2,000.00	2,000.00
TOTAL ELECTR. MEDIA				18,000.00

OTHER EXPENSE

			Cost	Total
	Name	# of item		
Professional Performance Fees				-
Sound and Lighting Costs	Local Sound Company/Sound Engineer	1	500.00	500.00
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)	Promotional items	1	500.00	500.00
Other: (please list)	Decorations	98	5.00	490.00
				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				1,490.00

TOTAL REQUEST FOR EVENT 1

25,000.00

Instructions: Please complete all areas of PINK that apply.

Hobbs Chamber of
Commerce, Inc.



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

Patricia Collins - signed on behalf of PC
 Representative

Hobbs Chamber of Commerce
 Name of Organization

9/26/2024
 date

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

Organization	
Name of Contact	Lorena Chavarria
Address	
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	575-263-7321
email	director@downtownhobbs.com

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships	\$5,000					5,000.00
	Sales	-					-
	Donations	-					-
	Prior Year Carryover	-					-
	Other (please explain)	-					-
	Total Income		5,000.00	-	-	-	-

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
EXPENSE (NON- LODGERS' TAX	Cost of Sales Items	\$5,000					5,000.00
	Cost of Awards	\$4,000					4,000.00
	Building/Booth Rent	-					-
	Advertising	\$2,500					2,500.00
	Printing & Mailing	\$1,500					1,500.00
	Print Media	\$1,500					1,500.00
	Electronic Media	\$250					250.00
	Misc. _____ (Please explain) _____						-
							-
Total NON- LODGERS' Exp.		14,750.00	-	-	-	-	14,750.00

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	-	-	-	-	-	-
Print Media	-	-	-	-	-	-
Electronic Media	-	-	-	-	-	-
Other	9,900.00	-	-	-	-	9,900.00
TOTAL LODGERS' TAX REQ. SUMMARY	9,900.00	-	-	-	-	9,900.00

LODGERS'
TAX

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

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	Dia de los Muertos		
Date	11/02/2024		
Location	Downtown Hobbs (Linam to Turner on Broadway)		
Description	A cultural celebration, Dia de los Muertos, is a Mexican holiday celebrated annually to honor the lives of deceased loved ones.		

Expected Attendance	1,500	# of Overnigheters	100	
Is this an annual event?	Yes	Is this a new event?	Yes	

PRINTING

	Cost	Quantity	Total		Cost	Quantity	Total
	Posters (save-the-date)				-	Flyers	
Programs			-	Tickets			-
	SUBTOTAL				SUBTOTAL		
			-		TOTAL PRINTING COSTS		
Mailings			-				-

PRINT MEDIA

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

ELECTRONIC MEDIA

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

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees	Various musicians, performers, and arti	1-Jan	\$9,900	9,900.00
Sound and Lighting Costs				-
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)				-
Other: (please list)				-
				-
				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				9,900.00

TOTAL REQUEST FOR EVENT 1	9,900.00
----------------------------------	-----------------

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City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
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Patricia A. Collins
 Representative

Hobbs Chamber of Commerce, Inc.
 Name of Organization

18-Sep-24
 date

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

Organization	Hobbs Chamber of Commerce, Inc.
Name of Contact	Patty Collins
Address	400 N. Marland Blvd
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	575.397.3203
email	executive@hobbschamber.org

Event Budget

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships	5,600.00				5,600.00
	Sales	-				-
	Donations	-				-
	Prior Year Carryover	-				-
	Other (please explain)					-
	Total Income	5,600.00	-	-	-	-

	Event 1	Event 2	Event 3	Event 4	Event 5	Total	
EXPENSE (NON- LODGERS' TAX	Cost of Sales Items					-	
	Cost of Awards					-	
	Building/Booth Rent					-	
	Advertising					-	
	Printing & Mailing					-	
	Print Media					-	
	Electronic Media					-	
	Team Meals	5,600.00					5,600.00
	Misc. (Please explain)						-
	Total NON- LODGERS' Exp.	5,600.00	-	-	-	-	5,600.00

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	10,590.00	-	-	-	-	10,590.00
Print Media	6,150.00	-	-	-	-	6,150.00
Electronic Media	8,259.30	-	-	-	-	8,259.30
Other	-	-	-	-	-	-
TOTAL LODGERS' TAX REQ. SUMMARY	24,999.30	-	-	-	-	24,999.30

LODGERS'
TAX

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

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	Hobbs Holiday Tournament in partnership with the Hobbs Municipal Schools		
Date	December 26, 27, 28, 2024		
Location	Ralph Tasker Arena		
Description	Since 1958 the Hobbs Holiday Tournament has been a tradition of showcasing Hobbs Basketball. Over the years the tournament has hosted teams from Oklahoma, Arizona, California, Arkansas, Texas, Nevada, and New Mexico. Since 2017, when the ladies' teams were added, 14 teams, and their fans, each year have attended utilizing local lodging. For an average of 300 room		

Expected Attendance	3300	# of Overnights	427
Is this an annual event?	yes	Is this a new event?	No

PRINTING

	Cost	Quantity	Total		Cost	Quantity	Total
	Posters (save-the-date)				-	Flyers	
Programs	21.18	500	10,590.00	Tickets			-
	SUBTOTAL				SUBTOTAL		
			10,590.00				-
Mailings			-		TOTAL PRINTING COSTS		
							10,590.00

PRINT MEDIA

	Name	# of ads	Cost	Total
	Newspaper	Hobbs News Sun/Lovington Leader	5	450.00
Out of area		6	650.00	3,900.00
SUBTOTAL			6,150.00	
Magazine/Other				-
				-
	SUBTOTAL			-
TOTAL PRINT MEDIA				6,150.00

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
	Radio	Noalmark/MTD/KLMA	750	4.09
KBIM/Local IQ/IHeart Media (out of are		1020	5.09	5,191.80
Television				-
Social Media				-
				-
TOTAL ELECTR. MEDIA				8,259.30

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees				-
Sound and Lighting Costs				-
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)				-
Other: (please list)				-
				-
				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				-

TOTAL REQUEST FOR EVENT 1	24,999.30
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Instructions: Please complete all areas of PINK that apply.

Hobbs Airfield Speedway

SEP 23 2024



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2022 - 06/30/2023

OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO

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

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

Table with 2 columns: Eligible and Non-Eligible. Eligible items include Professional Performance Fees, Sound and Lighting as Related to Performance, Advertising/Promotion Items, Sanitation, and Sanction Fees. Non-Eligible items include Administrative Office Overhead, Website Costs, Real Property, and Tangible Property.

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

- 2. The organization requesting Lodgers' Tax funding shall designate a representative to serve in the capacity of spokesperson for that organization.
3. All Requests for Proposal's (RFP's) for Lodgers' Tax annual funding must be received by March 18th, 2022.
4. A proposed budget must be submitted with the RFP for annual Lodgers' Tax funding explaining how fees and other revenues are to be used and include a detailed list of estimated expenses for any and all events on an annual basis.
5. Event Summaries from prior year funding will be required during the annual presentation process.
6. In addition to the above listed criteria, organizations requesting funding may be asked to provide the following information:

- Proof of non-profit status and copy of last years IRS form 990
• Proof of agency good standing with the NM Corporation Commission
• Proof of Workers-Comp or Liability Insurance Coverage

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

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

Jamal Awwad
Representative

Hobbs Airfield Speedway
Name of Organization

9-23-24
date

Request for Lodgers' Tax Assistance

Contact Information

Organization	Hobbs Airfield Speedway
Name of Contact	Jamal Awad
Address	529 W. Gadd Ave.
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	575-631-5099
email	hobbsairfieldspeedway@gmail.com

Event Budget

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income						
Sponsorships						-
Sales	10,500					10,500
Donations						-
Prior Year Carryover						-
Other (please explain)						-
Total Income	10,500	-	-	-	-	10,500

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
EXPENSE (NON-LODGERS' TAX)						
Cost of Sales Items	2,100					2,100
Cost of Awards	8,000					8,000
Building/Booth Rent						-
Advertising						-
Printing & Mailing						-
Print Media						-
Electronic Media						-
Misc. (Please explain)						-
Total NON-LODGERS' Exp.	10,100	-	-	-	-	10,100

NON-
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	-	-	-	-	-	-
Print Media	-	-	-	-	-	-
Electronic Media	643	-	-	-	-	643
Other Promoter (Lumpy)	2,500	-	-	-	-	2,500
TOTAL LODGERS' TAX REQ. SUMMARY	3,143	-	-	-	-	3,143

LODGERS'
TAX

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

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	Flashlight Cash Day's with Limpy		
Date	Nov. 2nd 2024		
Location	5333 N. A Street Hobbs, NM 88240		
Description	No prep Rate, Daily Driver, Tru Street, Small Time, Tailgate, RWVB and JR Dringeder classes		

Expected Attendance	700	# of Overnighters	150	
Is this an annual event?	Yes	Is this a new event?		

PRINTING							
Posters (save-the-date) Programs	Cost	Quantity	Total	Flyers Tickets	Cost	Quantity	Total
					-		
			-				-
SUBTOTAL			-	SUBTOTAL			-
Mailings	Cost	Quantity	Total	TOTAL PRINTING COSTS			
			-	-			

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

ELECTRONIC MEDIA				
Radio	Name	# of spots	Cost	Total
		W 105	1 month	643.00
Television				-
Social Media				-
TOTAL ELECTR. MEDIA				643.00

OTHER EXPENSE				
Professional Performance Fees Sound and Lighting Costs Sanction Fees Promotional Items (eg: tshirts, rings, etc.) Other: (please list)	Name	# of item	Cost	Total
		Chris Collins (Limpy) promoter	1	2500
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				2500.00

TOTAL REQUEST FOR EVENT 1	3143.00
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Instructions: Please complete all areas of PINK that apply.

Hobbs USSSA



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2022 - 06/30/2023

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

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

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

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

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3. All Requests for Proposal's (RFP's) for Lodgers' Tax **annual** funding must be received by **March 18th, 2022**. (This is to include all events to occur during the period indicated above for which your organization is requesting funding.)
4. A proposed budget must be submitted with the RFP for annual Lodgers' Tax funding explaining how fees and other revenues are to be used and include a detailed list of estimated expenses for any and all events on an annual basis.
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- Proof of Workers-Comp or Liability Insurance Coverage

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

Julie Rodriguez
 Representative

Hobbs USSSA
 Name of Organization

9/26/2024
 date

Request for Lodgers' Tax Assistance
Contact Information

Organization	Hobbs USSSA
Name of Contact	Julie Rodriguez
Address	P.O. Box 5425
City, State Zip	Hobbs NM 88240
Phone#/Fax#	575-602-1717 fax 575-433-1626
email	nmtwtxfp@gmail.com

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships						-
	Sales	30,000.00	13,000.00				43,000.00
	Donations						-
	Prior Year Carryover						-
	Other (please explain)						-
	Total Income	30,000.00	13,000.00	-	-	-	43,000.00

		Event 1	Event 2	Event 3	Event 4	Event 5	Total	
EXPENSE (NON- LODGERS' TAX	Cost of Sales Items						-	
	Cost of Awards	4,000.00	1,000.00				5,000.00	
	Building/Booth Rent						-	
	Advertising						-	
	Printing & Mailing						-	
	Print Media						-	
	Electronic Media						-	
	Misc. (Please explain)	Umpires, UIC and Staff	10,000.00	6,390.00				16,390.00
		Umpires and Staff Lodging and food	6,500.00	3,000.00				9,500.00
		Sanction Fees	9,000.00	2,500.00				11,500.00
Total NON- LODGERS' Exp.		29,500.00	12,890.00	-	-	-	42,390.00	

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	-	-	-	-	-	-
Print Media	-	-	-	-	-	-
Electronic Media	-	-	-	-	-	-
Other	9,000.00	5,000.00	-	-	-	14,000.00
TOTAL LODGERS' TAX REQ. SUMMARY	9,000.00	5,000.00	-	-	-	14,000.00

LODGERS'
TAX

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

Lodgers' Tax Budget - Event Number 2

Event Information

Name of Event	NM/WTX Challenge Cup		
Date	11/8-10		
Location	Ziaplex		
Description	This is a new event where teams will be formed by the county they live in. These teams will tryout to compete in the Challenge Cup and go on and represent NM in Florida. We will host a skills competition on Friday night and a home run derby .		

Expected Attendance	1500	# of Overnights	500	
Is this an annual event?	no	Is this a new event?	yes	

PRINTING

	Cost	Quantity	Total		Cost	Quantity	Total
	Posters (save-the-date)				-	Flyers Tickets	
Programs			-				-
SUBTOTAL			-	SUBTOTAL			-
	Cost	Quantity	Total		TOTAL PRINTING COSTS		
Mailings			-				-

PRINT MEDIA

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

ELECTRONIC MEDIA

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

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees	test			-
Sound and Lighting Costs				-
Sanction Fees	USSSA Sanction Fee	1	5,000.00	5,000.00
Promotional Items (eg: tshirts, rings, etc.)	USSSA Rings			-
Other: (please list)				-
				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				5,000.00

TOTAL REQUEST FOR EVENT 2	5,000.00
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Instructions: Please complete all areas of PINK that apply.

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	Toys for Tots		
Date	December 6-8		
Location	Veteran Memorial Complex /Ziaplex		
Description	USSSA Girls Fastpitch Qualifier Event using all 10 fields .. Ages 8u-18u .. We also partner with the local Toys for Tots and have teams donate toys for families in Hobbs .		

Expected Attendance	2000	# of Overnigheters	1500	
Is this an annual event?	yes	Is this a new event?	no	

PRINTING

				Flyers Tickets			
	Cost	Quantity	Total		Cost	Quantity	Total
Posters (save-the-date) Programs			-				0.00
			-				-
	SUBTOTAL				SUBTOTAL		
			-				-
Mailings			-		TOTAL PRINTING COSTS		
			-				-

PRINT MEDIA

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

ELECTRONIC MEDIA

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

OTHER EXPENSE

			Cost	Total
	Name	# of item		
Professional Performance Fees				-
Sound and Lighting Costs				-
Sanction Fees	USSSA Sanction Fee	1	9,000.00	9,000.00
Promotional Items (eg: tshirts, rings, etc.)	USSSA Rings			-
	USSSA Metals			-
Other: (please list)	USSSA Bags			-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				9,000.00

TOTAL REQUEST FOR EVENT 1	9,000.00
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Instructions: Please complete all areas of PINK that apply.

City of Hobbs



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2022 - 06/30/2023

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

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

Chad Littlejohn

 Representative

City of Hobbs

 Name of Organization

9/26/2024

 date

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

Organization	City of Hobbs
Name of Contact	Chad Littlejohn
Address	200 East Broadway
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	(575) 397-8603
email	clittlejohn@hobbsnm.org

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships						-
	Sales						-
	Donations						-
	Prior Year Carryover						-
	Other (please explain)						-
	Total Income	-	-	-	-	-	-
		Event 1	Event 2	Event 3	Event 4	Event 5	Total
EXPENSE (NON- LODGERS' TAX	Cost of Sales Items						-
	Cost of Awards						-
	Building/Booth Rent						-
	Advertising						-
	Printing & Mailing	13,345.45					13,345.45
							-
	Misc. _____ (Please explain) _____						-
							-
Total NON- LODGERS' Exp.	13,345.45	-	-	-	-	-	13,345.45

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	-	-	-	-	-	-
Print Media	-	-	-	-	-	-
Electronic Media	-	-	-	-	-	-
Other	13,345.45	-	-	-	-	13,345.45
TOTAL LODGERS' TAX REQ. SUMMARY	13,345.45	-	-	-	-	13,345.45

LODGERS'
TAX

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

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	The GUIDE-Winter 2024/2025		
Date	Winter 2024 Printing		
Location	City of Hobbs Facilities and Partner Businesses		
Description	Printing costs for Winter 2024/2025 Edition of The GUIDE magazine. We are trying print-only this go around (rather than also mailing to residences), for distribution at COH facilities as well as partner businesses and non-profits (restaurants, hotels, United Way, etc.) in an effort to better control costs.		

Expected Attendance	2500	# of Overnighters	50
Is this an annual event?	Yes	Is this a new event?	No

PRINTING							
				Flyers Tickets			
	Cost	Quantity	Total		Cost	Quantity	Total
Posters (save-the-date)			-				0.00
Programs			-				-
	SUBTOTAL				SUBTOTAL		
			-				-
Mailings			-				-
					TOTAL PRINTING COSTS		
					-		

PRINT MEDIA				
			Cost	Total
	Name	# of ads		
Newspaper				-
				-
	SUBTOTAL			-
Magazine/Other				-
	MS INK Printing Services	0	20,000.00	-
				-
			SUBTOTAL	-
				TOTAL PRINT MEDIA
				-

ELECTRONIC MEDIA				
			Cost	Total
	Name	# of spots		
Radio	Noalmark Broadcasting			-
	MTD Radio			-
Television				-
Social Media				-
			SUBTOTAL	-
				TOTAL ELECTR. MEDIA
				-

OTHER EXPENSE				
			Cost	Total
	Name	# of item		
Professional Performance Fees				-
Sound and Lighting Costs				-
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)				-
Other: (please list)		1	13,345.45	13,345.45
				-
				-
				-
				-
				-
				TOTAL OTHER EXPENSE
				13,345.45

TOTAL REQUEST FOR EVENT 1	13,345.45
----------------------------------	------------------

Instructions: Please complete all areas of PINK that apply.

City of Hobbs -Center
of Recreational
Excellence (CORE)



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2022 - 06/30/2023

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Advertising/Promotion Items	Real Property
Sanitation	Tangible Property
Sanction Fees	

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

Paula Drake
 Representative

City of Hobbs
 Name of Organization

9-27-24
 date

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

Organization	City of Hobbs; Center of Recreational Excellence (CORE)
Name of Contact	Paula Drake
Address	4827 N Lovington Hwy.
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	575-391-6912
email	pdrake@hobbsnm.org

Event Budget

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

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

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	-	-	-	-	-	-
Print Media	-	-	-	-	-	-
Electronic Media	-	-	-	-	-	-
Other	35,000.00	-	-	-	-	35,000.00
TOTAL LODGERS' TAX REQ. SUMMARY	35,000.00	-	-	-	-	35,000.00

LODGERS'
TAX

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

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	Amateur Pickleball Tournament with the Pros by PRO Sports
Date	January 16 through January 19, 2025
Location	Center of Recreational Excellence - CORE
Description	Pickleball Tournament managed by PRO Sports, a professional organization which will provide amateur players the opportunity to play/learn from professionals. Organized learning moments/clinic will also be provided to assist with growing the sport.

Expected Attendance	250	# of Overnighters	500	
Is this an annual event?		Is this a new event?	yes	

PRINTING

				Flyers Tickets			
	Cost	Quantity	Total		Cost	Quantity	Total
Posters (save-the-date)			-			0.00	
Programs			-			-	
	SUBTOTAL				SUBTOTAL		
			-			-	
Mailings			-			-	
				TOTAL PRINTING COSTS			
			-			-	

PRINT MEDIA

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

ELECTRONIC MEDIA

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

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees	Pickleball Professional Player			-
Sound and Lighting Costs	Appearance Fees	3	10,000.00	30,000.00
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)	Promotional gifts for all players	400	12.50	5,000.00
Other: (please list)				-
				-
				-
				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				35,000.00

TOTAL REQUEST FOR EVENT 1	35,000.00
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Instructions: Please complete all areas of PINK that apply.

City of Hobbs –
Rockwind Community
Links



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2022 - 06/30/2023

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

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

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

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

2. The organization requesting Lodgers' Tax funding shall designate a representative to serve in the capacity of spokesperson for that organization. The representative or designee must make all attempts to attend the Lodgers' Tax meeting or City Commission meeting as appropriate when requesting funding to answer questions.
3. All Requests for Proposal's (RFP's) for Lodgers' Tax **annual** funding must be received by **March 18th, 2022**. (This is to include all events to occur during the period indicated above for which your organization is requesting funding.)
4. A proposed budget must be submitted with the RFP for annual Lodgers' Tax funding explaining how fees and other revenues are to be used and include a detailed list of estimated expenses for any and all events on an annual basis.
5. Event Summaries from prior year funding will be required during the annual presentation process. Event summaries should include the number in attendance, the number of overnight stays and the actual revenue and expenditures. **Any unspent funding at the end of the funding cycle (05/01/2022-06/30/2023) will revert back to the City of Hobbs Lodgers' Tax Fund. Expenses will NOT be reimbursed after August 31, 2023.**
6. In addition to the above listed criteria, organizations requesting funding may be asked to provide the following information:

- Proof of non-profit status and copy of last years IRS form 990
- Proof of agency good standing with the NM Corporation Commission
- Proof of Workers-Comp or Liability Insurance Coverage

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

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

Benjamin Kerles
 Representative

Rockwind Community Links
 Name of Organization

9-28-24
 date

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

Organization	CITY OF HOBBS
Name of Contact	Ben Kirkes - Rockwind Community Links Golf Professional/General Manager
Address	5001 JACK GOMEZ BLVD
City, State Zip	HOBBS, NM 88240
Phone#/Fax#	575-397-9297
email	BKIRKES@HOBBSNM.ORG

Event Budget

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

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
		EXPENSE (NON- LODGERS' TAX	Cost of Sales Items				
	Cost of Awards	6,400.00					6,400.00
	Building/Booth Rent						-
	Advertising	7,660.00					7,660.00
	Printing & Mailing	3,700.00					3,700.00
	Print Media						-
	Electronic Media						-
	Misc. (Please explain)						-
	Total NON- LODGERS' Exp.	17,760.00	-	-	-	-	17,760.00

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	-	-	-	-	-	-
Print Media	31,000.00	-	-	-	-	31,000.00
Electronic Media	15,050.00	-	-	-	-	15,050.00
Other	-	-	-	-	-	-
TOTAL LODGERS' TAX REQ. SUMMARY	46,050.00	-	-	-	-	46,050.00

LODGERS'
TAX

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

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	ADVERTISING, MARKETING AND PROMOTIONS FOR ROCKWIND COMMUNITY LINKS		
Date	NOVEMBER 2024 - JUNE 2025		
Location	5001 JACK GOMEZ BLVD. HOBBS NM 88240		
Description	ROCKWIND IS RANKED AS ONE OF THE BEST GOLF COURSES IN THE STATE ON MULTIPLE PLATFORMS. THE GOAL IS TO ATTRACT GOLFERS TO BUILD THE TOTAL NUMBER OF ROUNDS PLAYED, ESPECIALLY THOSE TRAVEL TO STAY AND PLAY.		

Expected Attendance	25000+	# of Overnigheters	1,500-2,000
Is this an annual event?	ANNUAL	Is this a new event?	NO

PRINTING							
Posters (save-the-date)	Cost		Quantity		Total		Flyers Tickets
Programs					-		0.00
					-		-
	SUBTOTAL						-
Mailings					-		
TOTAL PRINTING COSTS							-

PRINT MEDIA					
Newspaper	Name		# of ads	Cost	Total
		HOBBS NEWS SUN		10	500.00
	OTHER REGIONAL PAPERS		20	500.00	10,000.00
	SUBTOTAL				15,000.00
Magazine/Other	Name		# of ads	Cost	Total
		Permian Basin Oil/Gas/Energy		2	\$4,000
	TX Monthly, Lubbock/Midland Mags		2	4,000.00	8,000.00
	SUBTOTAL				16,000.00
TOTAL PRINT MEDIA					31,000.00

ELECTRONIC MEDIA					
Radio	Name		# of spots	Cost	Total
		Regional Radio advertising (NM)		300	10.00
	Regional Advertising (TX)		300	13.00	3,900.00
Television	REGIONAL TV COMMERCIALS		3	2,300.00	6,900.00
					-
Social Media	Facebook Posts for Tournaments		50	25.00	1,250.00
					-
TOTAL ELECTR. MEDIA					15,050.00

OTHER EXPENSE				
Name	# of item		Cost	Total
	Professional Performance Fees			
Sound and Lighting Costs				-
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)				-
Other: (please list)				-
				-
				-
				-
				-
				-
				-
				-
				-
TOTAL OTHER EXPENSE				-

TOTAL REQUEST FOR EVENT 1	46,050.00
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Instructions: Please complete all areas of PINK that apply.

Unity Recovery Solutions



City of Hobbs
Annual Funding Guidelines
Lodgers' Tax Requests for Proposal (RFP)
from 05/01/2022 - 06/30/2023

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


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

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- Proof of Workers-Comp or Liability Insurance Coverage

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


 Representative Becky Moreno

Unity Recovery Solutions
 Name of Organization

9-25-24
 date

Lodgers' Tax Budget - Event Number 1 Event Information

Name of Event	Art for Recovery		
Date	NOV. 10, 2024		
Location	Lea County Center for the Arts		
Description	Live art auction, silent art auction to benefit Unity Recovery Home.		

Expected Attendance	200	# of Overnighters	15
Is this an annual event?	NO	Is this a new event?	YES

PRINTING

	Cost	Quantity	Total		Cost	Quantity	Total
Posters (save-the-date)	\$25	50	1250.00	Flyers	\$75	10	750 0.00
Programs	\$2000	100	2000.00	Tickets	-	200	-
SUBTOTAL			3250.00	SUBTOTAL			750.00
Mailings	\$			TOTAL PRINTING COSTS \$4000.00			

PRINT MEDIA

	Name	# of ads	Cost	Total
Newspaper	HOBBS NEWS SUN	4	\$3000	-
SUBTOTAL				\$3000.00
Magazine/Other				-
SUBTOTAL				-
TOTAL PRINT MEDIA				-

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
Radio	KZOR	2	\$250 each	\$500.00
Television				-
Social Media				-
TOTAL ELECTR. MEDIA				\$500.00

OTHER EXPENSE

	Name	# of item	Cost	Total
Professional Performance Fees	LIVE ARTISTS	1	\$4000	-
Sound and Lighting Costs	LCCA	1	\$0	-
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)	plaque & for art	20	\$2000	-
Other: (please list)				-
TOTAL OTHER EXPENSE				\$6000.00

TOTAL REQUEST FOR EVENT 1

* 13,500

per
becky

Instructions: Please complete all areas of PINK that apply.

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

Organization	Unity Recovery Solutions
Name of Contact	Becky Moreno
Address	800 W. Taos
City, State Zip	Hobbs, NM 88240
Phone#/Fax#	(575) 492-2085
email	becky@unityrecoveryolutions.org

Event Budget

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Income	Sponsorships	\$25,000				-
	Sales	\$15,000				-
	Donations	\$5,000				-
	Prior Year Carryover	/				-
	Other (please explain)	/				-
	Total Income	-	-	-	-	-

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
EXPENSE (NON- LODGERS' TAX	Cost of Sales Items					-
	Cost of Awards					-
	Building/Booth Rent	\$1,000				-
	Advertising	\$2,000				-
	Printing & Mailing	\$4,000				-
	Print Media	\$3,000				-
	Electronic Media	\$500				-
	Misc. (Please explain)					-
	Total NON- LODGERS' Exp.	\$10,500.00	-	-	-	-

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	\$4,000.00	-	-	-	-	-
Print Media	\$3,000.00	-	-	-	-	-
Electronic Media	\$500.00	-	-	-	-	-
Other	\$6,000.00	-	-	-	-	-
TOTAL LODGERS' TAX REQ. SUMMARY	\$13,500.00	-	-	-	-	-

LODGERS'
TAX

per Becky

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

Tuff Hedeman
Bull Riding Tour

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

Organization	Tuff Hedeman Bull Riding Tour
Name of Contact	Cheryl Hedeman
Address	300 Private Road 718
City, State Zip	Lipan, TX 76462
Phone#/Fax#	254-459-9205
email	cfhedemanAol.com

Event Budget

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
		Income	Sponsorships	30,000.00			
	Sales	90,000.00					90,000.00
	Donations						-
	Prior Year Carryover						-
	Other (Lodger's Tax)	20,000.00					20,000.00
	Total Income	140,000.00	-	-	-	-	140,000.00

		Event 1	Event 2	Event 3	Event 4	Event 5	Total
		EXPENSE (NON-LODGERS' TAX)	Cost of Sales Items				
	Cost of Awards	30,000.00					30,000.00
	Building/Booth Rent	10,000.00					10,000.00
	Advertising						-
	Printing & Mailing						-
	Print Media						-
	Electronic Media						-
	Misc. Production Cost	60,000.00					60,000.00
	(Please explain) Sales Tax	6,500.00					6,500.00
							-
	Total NON- LODGERS' Exp.	106,500.00	-	-	-	-	106,500.00

NON -
LODGERS'
TAX

Lodgers' Tax Budget Summary

	Event 1	Event 2	Event 3	Event 4	Event 5	Total
Printing	880.00	-	-	-	-	880.00
Print Media	3,000.00	-	-	-	-	3,000.00
Electronic Media	13,450.00	-	-	-	-	13,450.00
Other	2,670.00	-	-	-	-	2,670.00
TOTAL LODGERS' TAX REQ. SUMMARY	20,000.00	-	-	-	-	20,000.00

LODGERS'
TAX

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

Lodgers' Tax Budget - Event Number 1

Event Information

Name of Event	Hobbs Tuff Hedeman Bull Riding		
Date	January 25, 2025		
Location	Lea County Exp Center		
Description			

Expected Attendance	3800	# of Overnigheters	400
Is this an annual event?	Yes	Is this a new event?	No

PRINTING

	Cost	Quantity	Total		Cost	Quantity	Total
	Posters (save-the-date)	1.00	200		200.00	Flyers Tickets	0.03
Programs			-	0.10	3,800		380.00
	SUBTOTAL				SUBTOTAL		
			200.00				680.00
			-		TOTAL PRINTING COSTS		
Mailings			-				880.00

PRINT MEDIA

	Name	# of ads	Cost	Total
	Newspaper	Hobbs Daily New	15	200.00
				-
	SUBTOTAL			3,000.00
Magazine/Other				-
				-
				-
	SUBTOTAL			-
TOTAL PRINT MEDIA				3,000.00

ELECTRONIC MEDIA

	Name	# of spots	Cost	Total
	Radio	Noalmark/Hobbs/Roswell, Carlsbad Rad	900	12.00
Kssl, MTD				-
Television	KLBKB-TV Lubbock	10	250.00	2,500.00
				-
Social Media	Face Book, Instagram	1500	0.10	150.00
				-
TOTAL ELECTR. MEDIA				13,450.00

OTHER EXPENSE

	Name	# of item	Cost	Total
	Professional Performance Fees			
Sound and Lighting Costs	Don William,	1	1,000.00	1,000.00
Sanction Fees				-
Promotional Items (eg: tshirts, rings, etc.)				-
Other: (please list)	Knock out Staging	1	1,670.00	1,670.00
				-
				-
				-
				-
TOTAL OTHER EXPENSE				2,670.00

TOTAL REQUEST FOR EVENT 1	20,000.00
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Instructions: Please complete all areas of PINK that apply.



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
October 21, 2024

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

DEPT OF ORIGIN: Finance

DATE SUBMITTED: 10/10/2024

SUBMITTED BY: Deb Corral, Assistant Finance Director

Summary:

The fiscal budget of the City of Hobbs is adopted by resolution and reviewed and approved by the Department of Finance 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.

Enclosed is Budgetary Adjustment #1 (BAR #1) for FY2025. A summary of the funds adjusted is attached. After the Commission approves this adjustment, it must be forwarded to the Department of Finance & Administration for approval.

Fiscal Impact:

- Total revenue has increased by \$1,930,660.89.
 - Total expense has increased by \$2,896,232.43.
 - The adjustment includes transfers of cash between funds.
 - General fund reserves are reduced from 61% to 59%.
-

Attachments:

Budget Adjustment Resolution
BAR 1 Exhibit

Recommendation:

Motion to approve the resolution.

Approved By:

Toby Spears, Finance Director 10/10/2024

Toby Spears, Finance Director 10/10/2024

Valerie Chacon, City Attorney 10/10/2024

CITY OF HOBBS

RESOLUTION NO. 7555

BUDGETARY ADJUSTMENT #1

FISCAL YEAR 2024-2025

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

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

WHEREAS, included in this budgetary adjustment total revenue has increased by \$1,930,660.89, total expense has increased by \$2,896,232.43 and interfund transfers are included.

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

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

PASSED, ADOPTED, AND APPROVED this 21st day of October 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**City of Hobbs BAR #1
FY25 Fund Summary**

	Beginning Cash	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash
001 GENERAL	90,245,294.77	74,259,838.83	(8,899,810.52)	97,577,920.94	58,027,402.14
002 LAND ACQUISITION	830,648.61	100,000.00		100,000.00	830,648.61
General Fund Subtotal	91,075,943.38	74,359,838.83	(8,899,810.52)	97,677,920.94	58,858,050.75
110 LOCAL GOV CORR	843,654.10	192,500.00		536,000.00	500,154.10
120 POLICE PROTECTION	25,765.23	210,500.00		236,265.23	-
130 P D N (parif, drug, narcotics)	1,918.75	-		-	1,918.75
150 COPS GRANT	-	-		-	-
160 RECREATION (CORE)	1,000.00	1,804,000.00	4,191,336.00	5,995,336.00	1,000.00
170 OLDER AMERICAN	1,000.00	305,756.66	1,094,830.05	1,369,321.82	32,264.89
180 GOLF	1,000.10	1,074,000.00	3,412,973.72	4,486,973.82	1,000.00
190 CEMETERY	1,000.00	224,425.00	1,050,066.20	1,274,491.20	1,000.00
200 AIRPORT	911,916.58	226,000.00	-	394,500.00	743,416.58
210 LEGISLATIVE APPROPRIATIONS	1,000.00	12,329,450.28	-	11,086,233.11	1,244,217.17
220 INTERGOVERNMENTAL GRANTS	18,766,442.92	3,200,000.00	-	21,962,283.79	4,159.13
230 LODGERS' TAX	1,701,057.56	1,825,000.00	(849,395.45)	1,278,776.68	1,397,885.43
240 LG ABATEMENT FUND (OPIOID)	150,746.81	435,294.00	-	435,294.00	150,746.81
250 CANNABIS EXCISE TAX FUND	1,632,106.50	950,000.00	-	27,000.00	2,555,106.50
270 PUBLIC TRANSPORTATION	1,000.00	2,765,403.01	-	1,757,095.01	1,009,308.00
280 FIRE PROTECTION	1,914,962.81	740,000.00	-	1,400,608.95	1,254,353.86
290 EMER MEDICAL SERV	3,659.62	14,763.00	-	14,763.00	3,659.62
300 2022 Retention LER	-	712,500.00	-	712,500.00	0.00
310 LEDA	3,361,696.47	-	-	3,361,696.47	-
320 2023 Recruitment LER	75,717.65	375,000.00	-	450,717.65	(0.00)
330 CORRECTION RECRUITMENT	-	225,000.00	-	225,000.00	-
340 FIREFIGHTER RECRUITMENT	-	225,000.00	-	225,000.00	-
Special Revenue Subtotals	29,395,645.10	27,834,591.95	8,899,810.52	57,229,856.72	8,900,190.85
370 COMM DEVE CONST	1,000.00	750,000.00	283,344.79	1,033,344.79	1,000.00
460 BEAUTIFICATION IMPROVEMENT	1,538,849.89	1,500,000.00	670,000.00	3,004,408.00	704,441.89
480 STREET IMPROVEMENTS	5,573,428.38	2,726,250.00		7,005,475.23	1,294,203.15
490 CITY COMM. IMPROVEMENTS	12,477,719.58	2,800,000.00	(3,489,537.26)	-	11,788,182.32
Capital Project Subtotals	19,590,997.85	7,776,250.00	(2,536,192.47)	11,043,228.02	13,787,827.36
510 UTILITY BOND	45.00	-	307,004.32	307,004.32	45.00
530 WASTEWATER BOND	1,989,842.96	-	2,442,796.31	2,442,796.31	1,989,842.96
Debt Service Subtotals	1,989,887.96	-	2,749,800.63	2,749,800.63	1,989,887.96
100 SOLID WASTE	3,011,066.81	8,700,000.00		8,615,108.72	3,095,958.09
440 JOINT UTILITY EXTENSIONS CAPITAL PROJECT	1,000.00	250,000.00	2,536,192.47	2,786,192.47	1,000.00
600 JOINT UTILITY	1,000.00	-	8,173,947.21	8,173,947.21	1,000.00
610 JOINT UTILITY CONST	1,000.00	525,000.00	10,574,050.83	11,099,050.83	1,000.00
620 WASTE WATER PLANT CONST	6,319,679.26	1,323,158.55	11,602,587.97	19,244,425.78	1,000.00
630 JOINT UTILITY - WASTEWATER	1,000.00	-	6,997,803.70	6,997,803.70	1,000.00
650 JOINT UTILITY INCOME - WASTEWATER	12,253,708.45	8,860,000.00	(21,043,187.98)	42,000.00	28,520.47
660 JOINT UTILITY INCOME	10,991,910.71	10,205,000.00	(19,114,886.90)	-	2,082,023.81
680 METER DEPOSIT RES	1,629,863.07	300,000.00		300,000.00	1,629,863.07
690 INTERNAL SUPPLY	71,747.98	225,000.00	59,884.54	284,000.00	72,632.52
Utility Subtotals	34,281,976.28	30,388,158.55	(213,608.16)	57,542,528.71	6,913,997.96
640 MEDICAL INSURANCE	1,797,055.78	8,526,923.00	(1,159,000.00)	8,528,859.00	636,119.78
670 WORKERS COMP TRUST	1,287,796.57	762,840.00		795,680.00	1,254,956.57
740 INSURANCE - RISK	5,432,955.01	1,750,188.00		2,818,371.00	4,364,772.01
Internal Service Subtotal	8,517,807.36	11,039,951.00	(1,159,000.00)	12,142,910.00	6,255,848.36
700 MOTOR VEHICLE	4,410.83	6,000,000.00		6,000,000.00	4,410.83
710 MUNI JUDGE BOND FUND	110,414.33	-		-	110,414.33
720 RETIREE HEALTH INSURANCE TRUST FUND	6,648,685.39	1,092,368.00	1,159,000.00	2,251,368.00	6,648,685.39
730 CRIME LAB FUND	74,200.55	50,000.00		50,000.00	74,200.55
750 FORECLOSURE TRUST FUND	71.88	-		-	71.88
770 LIBRARY TRUST	6,682.38	1,500.00		5,000.00	3,182.38
780 SENIOR CITIZEN TRUST	5,210.94	1,000.00		1,000.00	5,210.94
790 PRAIRIE HAVEN MEM	6,395.05	-		6,025.45	369.60
800 COMMUNITY PARK TRUST	1,710.62	-		1,611.00	99.62
820 EVIDENCE TRUST FUND	178,212.42	5,000.00		-	183,212.42
830 HOBBS BEAUTIFUL	8,488.85	10,000.00		3,800.00	14,688.85
860 CITY AGENCY TRUST	1,679.66	1,500.00		1,500.00	1,679.66
Trust & Agency Subtotals	7,046,162.90	7,161,368.00	1,159,000.00	8,320,304.45	7,046,226.45
Grand Total All Funds	191,898,420.83	158,560,158.33	(0.00)	246,706,549.47	103,752,029.69
		1,930,660.89		2,896,232.43	

59%

Expense									
Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #1 Request	Total Budget	Comment
001	010145	42601		INFORMATION TECHNOLOGY	PROFESSIONAL SERVICES	50,000.00	35,810.20	85,810.20	Missed carryover request in final budget
001	010145	42701		INFORMATION TECHNOLOGY	COMPUTER/COMP EQUIPMENT	537,500.00	98,342.90	635,842.90	Missed carryover request in final budget
001	010145	42706		INFORMATION TECHNOLOGY	EQUIPMENT UNDER 5000.00	541,550.00	164,248.00	705,798.00	Missed carryover request in final budget
001	010150	42301		LEGAL	SUPPLIES-OFFICE	10,000.00	(2,000.00)	8,000.00	Transfer to travel to cover budget shortage
001	010150	42302		LEGAL	TRAVEL MEALS AND SCHOOLS	10,100.00	2,000.00	12,100.00	Transfer from supplies to cover budget shortage
001	010160	42501		MUNICIPAL COURT	BUILDING AND GROUNDS	2,000.00	7,500.00	9,500.00	For new signage on Municipal Court Building
001	010201	41102		POLICE ADMINISTRATION	OVERTIME	5,000.00	3,500.00	8,500.00	PD IT on call budget
001	010201	42301		POLICE ADMINISTRATION	SUPPLIES-OFFICE	40,000.00	10,000.00	50,000.00	Additional supplies budget for toner due to IPRA's
001	010201	42324		POLICE ADMINISTRATION	MISCELLANEOUS AND EMERGENCY	6,000.00	6,000.00	12,000.00	Budget for additional costs for services and repairs
001	010202	42632		POLICE PATROL	JUSTICE ASSISTANCE GRANT	-	24,296.00	24,296.00	JAG Grant
001	010202	43003		POLICE PATROL	VEHICLE REPLACEMENT	247,733.68	78,500.00	326,233.68	Correction for FY25 final budget
001	010203	42601		POLICE CRIMINAL INVESTIGATION	PROFESSIONAL SERVICES	-	45,000.00	45,000.00	Budget for forensic testing due to backlog at state lab
001	010204	42706		POLICE SUPPORT	EQUIPMENT UNDER 5000.00	55,000.00	8,478.91	63,478.91	Replenish funds due to Honor Guard grant
001	010208	42301		PD ANIMAL ADOPTION	SUPPLIES-OFFICE	2,500.00	1,500.00	4,000.00	Additional office supplies for HAAC
001	010209	42315		PD CODE ENFORCEMENT	FOOD AND LINEN	1,000.00	500.00	1,500.00	Additional food & linen budget
001	010209	42601		PD CODE ENFORCEMENT	PROFESSIONAL SERVICES	250,000.00	300,000.00	550,000.00	Additional expense budget for Condemnation Costs
001	010210	43006		PD IT	EQUIPMENT OVER 5000	17,576.02	70,000.00	87,576.02	Replacement PTZs for City Park and PTZ Plus Multisensor all in one cameras for intersections
001	010330	42601		RECREATION	PROFESSIONAL SERVICES	533,370.00	7,500.00	540,870.00	Missed carryover - FY24 HMS pmnt made in FY25
001	010342	42321		PUBLIC INFORMATION	SPECIAL EVENTS AND PRIZES	13,500.00	20,000.00	33,500.00	Tree Lighting event expense budget
001	010342	42357	00182	PUBLIC INFORMATION	LODGERS TAX ADVERTISING	-	13,346.00	13,346.00	Budget for Lodgers' Tax award for The Guide
001	010421	42302		BUILDING MAINTENANCE	TRAVEL MEALS AND SCHOOLS	3,500.00	2,000.00	5,500.00	For Electrician travel to AHRA Expo
001	010425	42232		CRIME LAB	SERVICE-JANITOR	-	4,056.00	4,056.00	Janitorial services through December 2024
001 Total							900,578.01		
160	164016	42601	00182	HEALTH WELLNESS LEARNING C	LODGERS TAX EVENT (PICKLEBALL)	-	35,000.00	35,000.00	Budget for Lodgers' Tax award for Pockleball Tournament
160 Total							35,000.00		
170	174017	43006		OLDER AMERICANS FUND	EQUIPMENT OVER 5000	24,460.15	(12,000.00)	12,460.15	For Fence/Gate project at Senior Center
170	174017	43013		OLDER AMERICANS FUND	BUILDING IMPROVEMENTS	22,307.72	12,000.00	34,307.72	For Fence/Gate project at Senior Center
170 Total							-		
180	184316	42601	00217	GOLF CLUBHOUSE	PROFESSIONAL SERVICES	-	46,050.00	46,050.00	Budget for Lodgers' Tax award for Rockwind Marketing
180	184316	43006		GOLF CLUBHOUSE	EQUIP OVER 5000.00	22,501.16	43,000.00	65,501.16	For new furntirue at Rockwind Grill
180	184316	43013		GOLF CLUBHOUSE	BUILDING IMPROVEMENTS	257,424.22	(43,000.00)	214,424.22	For new furntirue at Rockwind Grill
180 Total							46,050.00		
220	224022	43003	00389	INTERGOVERNMENTAL GRANT	AMBULANCE PURCHASE - HHS GRANT	-	400,000.00	400,000.00	New Ambulance Expense for Health Human Svc Grant
220 Total							400,000.00		
330	334033	41101		FY25 Corrections Recruitment F	Salaries	-	225,000.00	225,000.00	Expense for FY25 Corrections Recruitment Grant
330 Total							225,000.00		
340	344034	41101		FY25 Firefighter Recruitment Fu	SALARIES	-	225,000.00	225,000.00	Expense for FY25 Firefighter Recruitment Grant
340 Total							225,000.00		
480	484048	44901	00179	STREET IMPROVEMENT	COLLEGE LANE INTERSECTION	1,172,437.92	500,000.00	1,672,437.92	To purchase improvement and right of way for project
480 Total							500,000.00		
610	614061	44901	00095	JOINT UTILITY CONST.	NEW WATER WELL	1,176,850.61	525,000.00	1,701,850.61	For state grant SAP 24-12392-GF Hobbs Water Well Const
610 Total							525,000.00		
630	634375	42403		BIOSOLIDS	MACHINE REPAIR AND MAINTENANCE	55,000.00	60,000.00	115,000.00	For Aerobic Digester Blower Rotating Assembly (Repair)
630 Total							60,000.00		
740	744074	42222		INSURANCE - RISK	INSURANCE-GENERAL LIABILITY	1,818,371.00	23,027.43	1,841,398.43	Reclass for required insurance cost
740	744074	42608		INSURANCE - RISK	CLAIMS BY OTHERS GEN LIABILIT	1,000,000.00	(23,027.43)	976,972.57	Reclass for required insurance cost

BAR #1 Detail

Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #1 Request	Total Budget	Comment
740 Total							-		
830	834083	42324		HOBBS BEAUTIFUL FUND	MISCELLANEOUS AND EMERGENCY	-	3,800.00	3,800.00	Budget to repay unallowed grant expenses
830 Total							3,800.00		
Grand Total Expense							2,920,428.01		
Changes to Salary Expense									
Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #1 Request	Total Budget	Comment
001	010203	41101		POLICE CRIMINAL INVESTIGATIC	SALARIES - CERTIFIED	1,687,451.54	4,460.80	1,691,912.34	Reclass 3 Evidence Tech postions from Grade 207 to Grade 208
001	010203	41111		POLICE CRIMINAL INVESTIGATIC	FICA	151,027.78	341.25	151,369.03	
001	010203	41112		POLICE CRIMINAL INVESTIGATIC	PERA	426,585.45	682.50	427,267.95	
001	010204	41101		POLICE SUPPORT	SALARIES - CERTIFIED	1,733,795.06	4,338.40	1,738,133.46	Reclass 3 Records Technicians from Grade 206 to Grade 207
001	010204	41111		POLICE SUPPORT	FICA	148,894.88	331.89	149,226.76	
001	010204	41112		POLICE SUPPORT	PERA	409,015.02	663.78	409,678.80	
001	010201	41101		POLICE ADMINISTRATION	SALARIES - CERTIFIED	431,690.41	4,828.00	436,518.41	Reclass Purchasing/Supply Specialist from Grade 206 to Grade
001	010201	41111		POLICE ADMINISTRATION	FICA	33,159.69	369.34	33,529.03	208 and Executime Assistant to Chief of Police from Grade 208 to
001	010201	41112		POLICE ADMINISTRATION	PERA	113,143.72	738.68	113,882.40	Grade 209
001	010207	41101		POLICE SURVEILLANCE - EAGLE	SALARIES	617,067.30	(39,440.00)	577,627.30	Reclass Police Officer EIC position to Support Services Assistant -
001	010207	41111		POLICE SURVEILLANCE - EAGLE	FICA	54,704.25	(3,017.16)	51,687.09	This transfer includes a move of expense from dept 207 to dept
001	010207	41112		POLICE SURVEILLANCE - EAGLE	PERA	143,790.51	(6,034.32)	137,756.19	204
001	010204	41101		POLICE SUPPORT	SALARIES - CERTIFIED	1,733,795.06	22,834.40	1,756,629.46	
001	010204	41111		POLICE SUPPORT	FICA	148,894.88	1,746.83	150,641.71	
001	010204	41112		POLICE SUPPORT	PERA	409,015.02	3,493.66	412,508.69	
001	010204	41101		POLICE SUPPORT	SALARIES - CERTIFIED	1,733,795.06	(46,620.80)	1,687,174.26	Reclass Police Captain position to Civilian Traning Admin
001	010204	41111		POLICE SUPPORT	FICA	148,894.88	(3,566.49)	145,328.38	Assistant
001	010204	41112		POLICE SUPPORT	PERA	409,015.02	(7,132.98)	401,882.04	
001	010209	41101		PD CODE ENFORCEMENT	SALARIES	631,845.25	2,869.60	634,714.85	Reclass Community Services Admin Assistant from Grade 206 to
001	010209	41111		PD CODE ENFORCEMENT	FICA	52,165.67	219.52	52,385.19	Grade 208
001	010209	41112		PD CODE ENFORCEMENT	PERA	97,057.34	439.05	97,496.39	
001	010204	41101		POLICE SUPPORT	SALARIES - CERTIFIED	1,733,795.06	884.00	1,734,679.06	Reclass Support Service Assistant from Grade 203 to Grade 204
001	010204	41111		POLICE SUPPORT	FICA	148,894.88	67.63	148,962.50	
001	010204	41112		POLICE SUPPORT	PERA	409,015.02	135.25	409,150.27	
001	010204	41101		POLICE SUPPORT	SALARIES - CERTIFIED	1,733,795.06	18,428.00	1,752,223.06	Reclass 4 IPRA Coordinator positions fron Grade 207 to Grade
001	010204	41111		POLICE SUPPORT	FICA	148,894.88	1,409.74	150,304.62	210
001	010204	41112		POLICE SUPPORT	PERA	409,015.02	2,819.48	411,834.51	
001	010203	41101		POLICE CRIMINAL INVESTIGATIC	SALARIES - CERTIFIED	1,687,451.54	2,529.60	1,689,981.14	Reclass Investigations Admin Assistant from Grade 206 to Grade
001	010203	41111		POLICE CRIMINAL INVESTIGATIC	FICA	151,027.78	193.51	151,221.30	208
001	010203	41112		POLICE CRIMINAL INVESTIGATIC	PERA	426,585.45	387.03	426,972.48	
001	010412	41101		TRAFFIC	SALARIES	156,775.90	(2,924.00)	153,851.90	Reclass Senior Traffic Technician position to Traffic Technician
001	010412	41111		TRAFFIC	FICA	13,408.15	(223.69)	13,184.46	
001	010412	41112		TRAFFIC	PERA	24,170.30	(447.37)	23,722.93	
001	010170	41101		PERSONNEL	SALARIES	598,946.40	6,990.40	605,936.80	Reclass HR Assistant to HR Specialist
001	010170	41111		PERSONNEL	FICA	47,974.76	534.77	48,509.53	
001	010170	41112		PERSONNEL	PERA	92,079.52	1,069.53	93,149.05	

BAR #1 Detail

Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #1 Request	Total Budget	Comment
001	010310	41101		LIBRARY	SALARIES	717,106.64	1,142.40	718,249.04	Reclass Childrens Library Assistant from Grade 201 to Grade 203
001	010310	41111		LIBRARY	FICA	57,149.85	87.39	57,237.25	
001	010310	41112		LIBRARY	PERA	110,494.70	174.79	110,669.49	

Total All Salary Changes						Total All Salary Changes	(24,195.58)		
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Revenue

Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #1 Request	Total Budget	Comment
001	019999	30702	00126	GENERAL FUND REVENUE	JAG GRANT	-	(24,396.00)	(24,396.00)	JAG Grant
170	179999	30701	00360	OLDER AMERICAN REVENUE	ALTSD NM GROW MINI GRANT	14,264.89	(31,264.89)	(17,000.00)	Correction for Final Budget to show revenue for ALTSD Mini grow grant
220	229999	30702	00389	INTERGOVERNMENTAL GRANT	AMBULANCE PURCHASE - HHS GRANT	-	(400,000.00)	(400,000.00)	New Ambulance Expense for Health Human Svc Grant
330	339999	30701		FY25 Corrections Recruitment F	Corrections Recruitment Grant	-	(225,000.00)	(225,000.00)	Revenue for FY25 Corrections Recruitment Grant
340	349999	30701		FY25 Firefighter Recruitment Fu	Firefighter Recruitment Grant	-	(225,000.00)	(225,000.00)	Revenue for FY25 Firefighter Recruitment Grant
460	469999	30708	00385	BEAUTIFICATION IMPROV REV	Shipp Street Plaza	(1,000,000.00)	(500,000.00)	(1,500,000.00)	To reflect increase in Maddox grant per 10/7 /24 Agenda
610	619999	30701	00095	JOINT UTILITY CONST REV	24-I2395 WATER WELL CONST	-	(525,000.00)	(525,000.00)	For state grant SAP 24-I2392-GF Hobbs Water Well Const

Grand Total Revenue						(1,930,660.89)			
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Transfers

Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #1 Request	Total Budget	Comment
230	239999	30815		LODGERS TAX REVENUE	TRANSFER TO - 1	-	268,345.45	268,345.45	Lodgers' Tax Security & Sanitation (\$255,000) and \$13,345.45 for The Guide Printing
001	019999	30828		GENERAL FUND REVENUE	TRANSFER FROM - 23	-	(268,345.45)	(268,345.45)	
230	239999	30890		LODGERS TAX REVENUE	TRANSFER TO 16	-	35,000.00	35,000.00	Lodgers' Tax CORE Pickle Ball Tournament Transfer
160	169999	30828		HEALTH WELLNESS LEARNING C	TRANSFER FROM - 23	-	(35,000.00)	(35,000.00)	
230	239999	30804		LODGERS TAX REVENUE	TRANSFER TO - 18	-	46,050.00	46,050.00	Lodgers' Tax Rockwind Advertising Transfer
180	189999	30828		GOLF FUND REVENUE	TRANSFER FROM - 23	-	(46,050.00)	(46,050.00)	
650	659999	30822		JOINT UTILITY WWTP INC REV	TRANSFER TO - 63	-	60,000.00	60,000.00	Wastewater transfer
630	639999	30844		WWTP REVENUE	TRANSFER FROM - 65	-	(60,000.00)	(60,000.00)	



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
October 21, 2024

SUBJECT: 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

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 9/25/2024

SUBMITTED BY: Kristalyn Seepersad, Planning Project Manager

Summary:

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.

Fiscal Impact:

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

Attachments:

Zia RVillas Annexation_RESO
Petition for Annexation
Zia RVillas Expansion Proposed Plan

Recommendation:

Staff has no objection to these documents. Staff recommends the members of the Commission consider approval/denial of the attached documents.

Approved By:

Todd Randall, Assistant City Manager	10/10/2024
Toby Spears, Finance Director	10/10/2024
Valerie Chacon, City Attorney	10/10/2024
Manny Gomez, City Manager	10/14/2024

CITY OF HOBBS
ORDINANCE NO. _____.

AN ORDINANCE CONSENTING TO THE ZIA RVILLAS ANNEXATION OF SECTION 06, TOWNSHIP 18, RANGE 38, WHICH IS PRESENTLY NOT INCLUDED IN THE CITY LIMITS, AS REQUESTED BY THE OWNER OF THE PROPERTY, AND AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, the owner of the property has petitioned the City of Hobbs to annex to the City an area in Section 06, Township 18, Range 38, N.M.P.M Lea County, New Mexico, and containing +/- 19 acres; and

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

WHEREAS, the Planning Board conducted a Public Meeting on July 16th regarding the annexation, and after discussion of the proposal, the Planning Board unanimously recommended approval of the Annexation by a 4-0 vote; and

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

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

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

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

PASSED, ADOPTED AND APPROVED this 21st day of October, 2024.

SAM D. COBB, MAYOR

ATTEST:

JAN FLETCHER, CITY CLERK

PETITION FOR ANNEXATION

COMES NOW, Armaan Enterprises LLC (PETITIONER), and petitions the governing body of the City of Hobbs for its consent by ordinance for the annexation of Section 06, Township 18 South, Range 38 East, N.M.P.M. to the City of Hobbs, more particularly described as follows:

BEGINNING AT 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR THE NORTHWEST CORNER OF THIS PARCEL, WHICH LIES S89°20'52"W A DISTANCE OF 205.02 FEET FROM A 1/2" STEEL ROD WITH CAP MARKED "PLS 7977" FOUND FOR THE SOUTHWEST CORNER OF TRACT 1 OF THE RICE SUBDIVISION, AS RECORDED IN BOOK 2, PAGE 614, SURVEY RECORDS, LEA COUNTY, NEW MEXICO; THENCE N89°20'52"E A DISTANCE OF 1214.83 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "PLS 7977" FOUND FOR A CORNER OF THIS PARCEL; THENCE N00°37'13"W A DISTANCE OF 637.69 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "PLS 7977" FOUND FOR A CORNER OF THIS PARCEL; THENCE N89°39'16"E A DISTANCE OF 40.00 FEET TO A NAIL WITH WASHER MARKED "NM 12641 TX 4735" FOUND ON THE EAST LINE OF SAID NORTHWEST QUARTER FOR THE NORTHEAST CORNER OF THIS PARCEL; THENCE S00°37'25"E ALONG THE EAST LINE OF SAID RICE SUBDIVISION A DISTANCE OF 637.69 FEET TO A 1/2" STEEL ROD FOUND FOR A CORNER OF THIS PARCEL; THENCE S00°37'56"E ALONG THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 641.14 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR THE SOUTHEAST CORNER OF THIS PARCEL AND THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE S89°17'00"W ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1255.60 FEET TO A 1/2" STEEL ROD WITH CAP MARKED "JWSC PS 12641" FOUND FOR THE SOUTHWEST CORNER OF THIS PARCEL; THENCE N00°34'02"W A DISTANCE OF 642.76 FEET TO THE POINT OF BEGINNING. SAID ANNEXATION CONTAINING 19.09 ACRES MORE OR LESS.

REFER TO ATTACHED MAP & DEED

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

- 1. The property petitioner wishes to be annexed and the real property is contiguous to the present municipal boundary of the City of Hobbs.**
- 2. The petitioner is owner of a majority of the number of acres in the proposed annexation territory.**
- 3. An Annexation Plat is attached hereto showing the boundaries of the real property proposed for annexation and the relationship of such property to the present municipal boundaries of the City of Hobbs.**
- 4. The Petitioner will petition property owned within Section 06 Township 18 South, Range 38 East, N.M.P.M. and work collaboratively with the City of Hobbs for a larger annexed area with Section 06, T18S, R38E.**

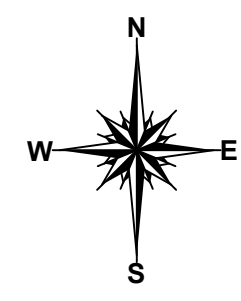
Petitioner: Armaan Enterprises LLC

By: _____

Its: _____

Date

DE-BACA AVE.



SCALE: 1"=100'
100 0 100 200 300 Feet

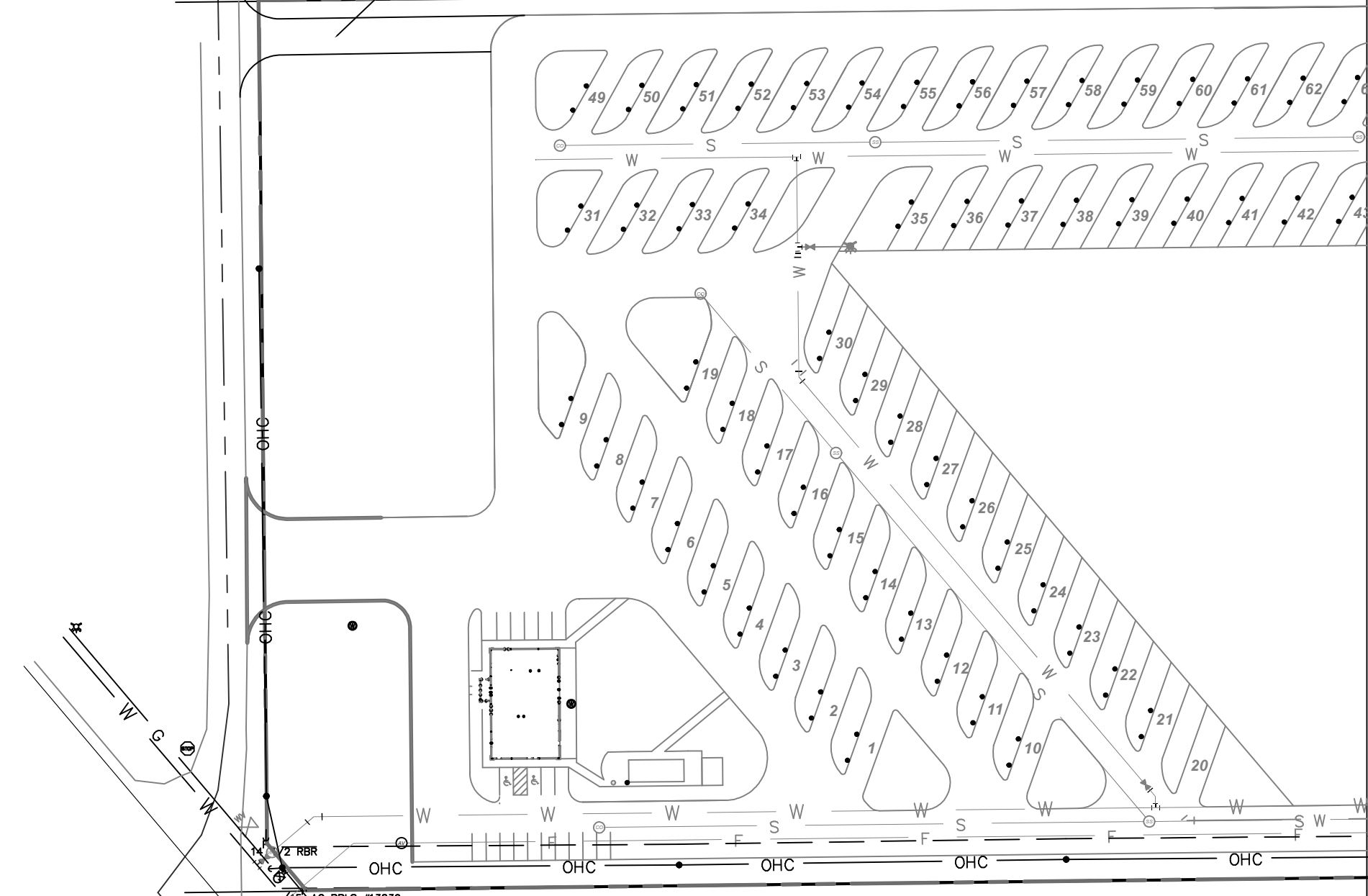
TRACT B
RICE COE

TRACT 1

TRACT 2

TRACT 3A

RICE SUBDIVISION



RESERVED FOR RUNOFF RETENTION

EASEMENT NEEDED FOR WATER LOOP

KHALID FAROOQ
ZIA RV PARK EXTENSION
LAYOUT 1 - MAXIMUM DENSITY (120 NEW SPACES)
RE-PLAT NECESSARY TO JOIN EXISTING TRACT TO EXPANSION TRACT.
JANUARY 19, 2024



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
October 21, 2024

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

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 9/25/2024

SUBMITTED BY: Kristalyn Seepersad, Planning Project Manager

Summary:

The Planning Board considered and approved (6-0) the participation in public infrastructure for the extension of 8" water along Comanche Drive for 875 feet to serve an existing Mobile Home Park outside 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 a 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.

Fiscal Impact:

Budget Line: 44-4044-44901-00073

Available: 677,958.28

DA Encumbrance: **\$39,375.00**

Attachments:

(10-21-24) Comanche Triple J Infra Ext Reso

TRIPLE J - DA 10-21-24

Triple J MH Park Waterline Plan Set

Recommendation:

Consider the approval / denial of the Resolution and Development Agreement

Approved By:

Todd Randall, Assistant City Manager 10/10/2024

Toby Spears, Finance Director 10/10/2024

Valerie Chacon, City Attorney 10/10/2024

Manny Gomez, City Manager 10/14/2024

CITY OF HOBBS

RESOLUTION NO. 7556

A RESOLUTION TO APPROVE AN INFRASTRUCTURE EXTENSION DEVELOPMENT AGREEMENT WITH TRIPLE J MOBILE HOME PARK CONCERNING THE DEVELOPMENT OF PUBLIC INFRASTRUCTURES ON COMANCHE.

WHEREAS, the City of Hobbs is proposing to enter into an Infrastructure Extension Development Agreement with Triple J Mobile Home Park concerning the extension of the water line on Comanche Drive; 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 21st day of October, 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 Triple J MHP, LLC, 408 E. Alto Dr., Hobbs, NM 88240, Hobbs, NM 88240 (hereafter called "Developer").

RECITALS:

WHEREAS, "Developer" has requested to extend Public Infrastructure, to serve property located +/- 1,156 feet northeast of the intersection of Comanche and Grimes, said infrastructure being the easterly extension of public infrastructure comprised of +/- 675' of a 8" water to the east property line of the proposed Development; and

WHEREAS, the property is currently served by a private lift station that discharges into existing sewer mains within the Del Norte Park; and

WHEREAS, "City" has examined the proposed extension of Public Infrastructure, 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 assure all Public Infrastructures shall be located within dedicated public right-of-way, or public infrastructure easements.
2. The Developer shall design or cause to be designed construction plans for the development of public infrastructure, comprised of +/- 675' of an 8" water, 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 **\$39,375.00**. (See Exhibit "A" Sketch Plan attached hereto)
5. The City shall waive fair share assessments for those infrastructures herein installed by the Developer for the developer's property located northeast of the intersection of Comanche and Grimes. Fair share assessment for existing infrastructures shall be due upon access as per the City of Hobbs Utility Service Policy
6. The City shall allow access to and service from the newly installed Public Infrastructure as proposed herein, to any property adjacent thereto as per the City of Hobbs Utility Service Policy.

7. Responsibilities of the parties hereto are as follows:

A. The Developer shall:

- 1) Acquire all Public Infrastructure dedications as required.
- 2) Submit a Plan Set for review and approval.
- 3) Employ the services of a Civil Engineer to oversee the Construction and Certification of the public infrastructure.

B. The City shall:

- 1) Review and Approve construction plan set.
- 2) 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 **\$39,375.00**. (See Exhibit "A" Sketch Plan attached hereto)
- 3) Waive fair share assessments for those infrastructures herein installed by the Developer. Fair share assessment for existing infrastructures shall be due upon access as per the City of Hobbs Utility Service Policy.
- 4) Allow access to and service from the newly installed public infrastructures proposed herein, to any property adjacent thereto as per the City of Hobbs Utility Service Policy.

8. 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 – Triple J MHP, LLC, 408 E. Alto Dr., Hobbs, NM 88240, 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.

9. 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.

10. 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.

11. 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.

12. BREACH

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

- 1) 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:

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

13. 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.

14. 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.

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

16. 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

Triple J MHP, LLC – Developer\Property Owner

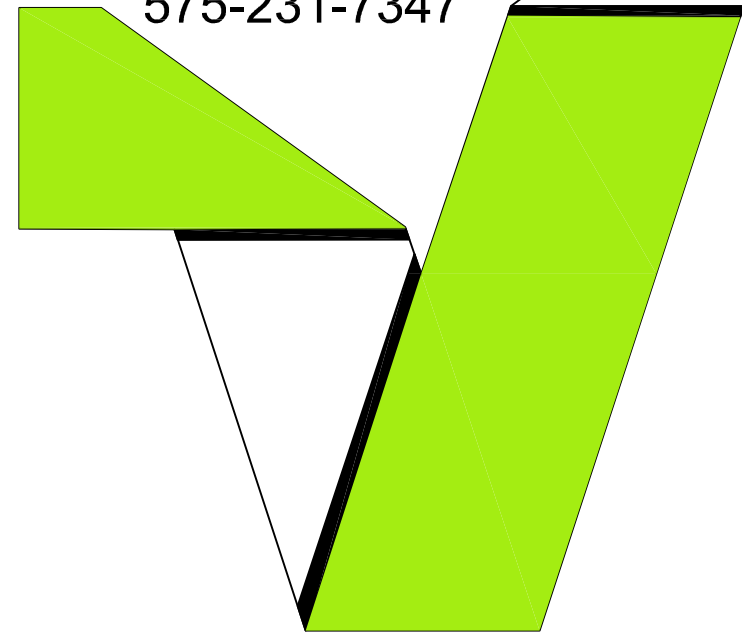
ATTEST:

APPROVED AS TO FORM:

Jan Fletcher, City Clerk

Valerie Chacon, City Attorney

Exhibit A Attached – Location Map / Preliminary Site Plan

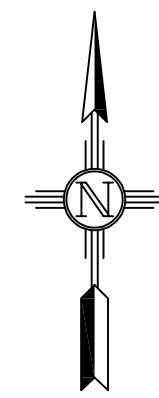


WATERLINE PLANS

TRIPLE J MOBILE HOME PARK

WEST COMANCHE DRIVE

CITY OF HOBBS
SECTION 15, TOWNSHIP 18 SOUTH, RANGE 38 EAST
N.M.P.M., LEA COUNTY, NEW MEXICO



Project Location

VICINITY MAP
N.T.S.

INDEX OF SHEETS		
SHEET	SHEET NAME	DESCRIPTION
1	C-100	COVER
2	SU-100	RIGHT OF WAY SURVEY
3	SU-101	RIGHT OF WAY SURVEY
4	CU-100	SITE PLAN
5	CU-101	UTILITY DETAILS
6	CU-102	UTILITY DETAILS

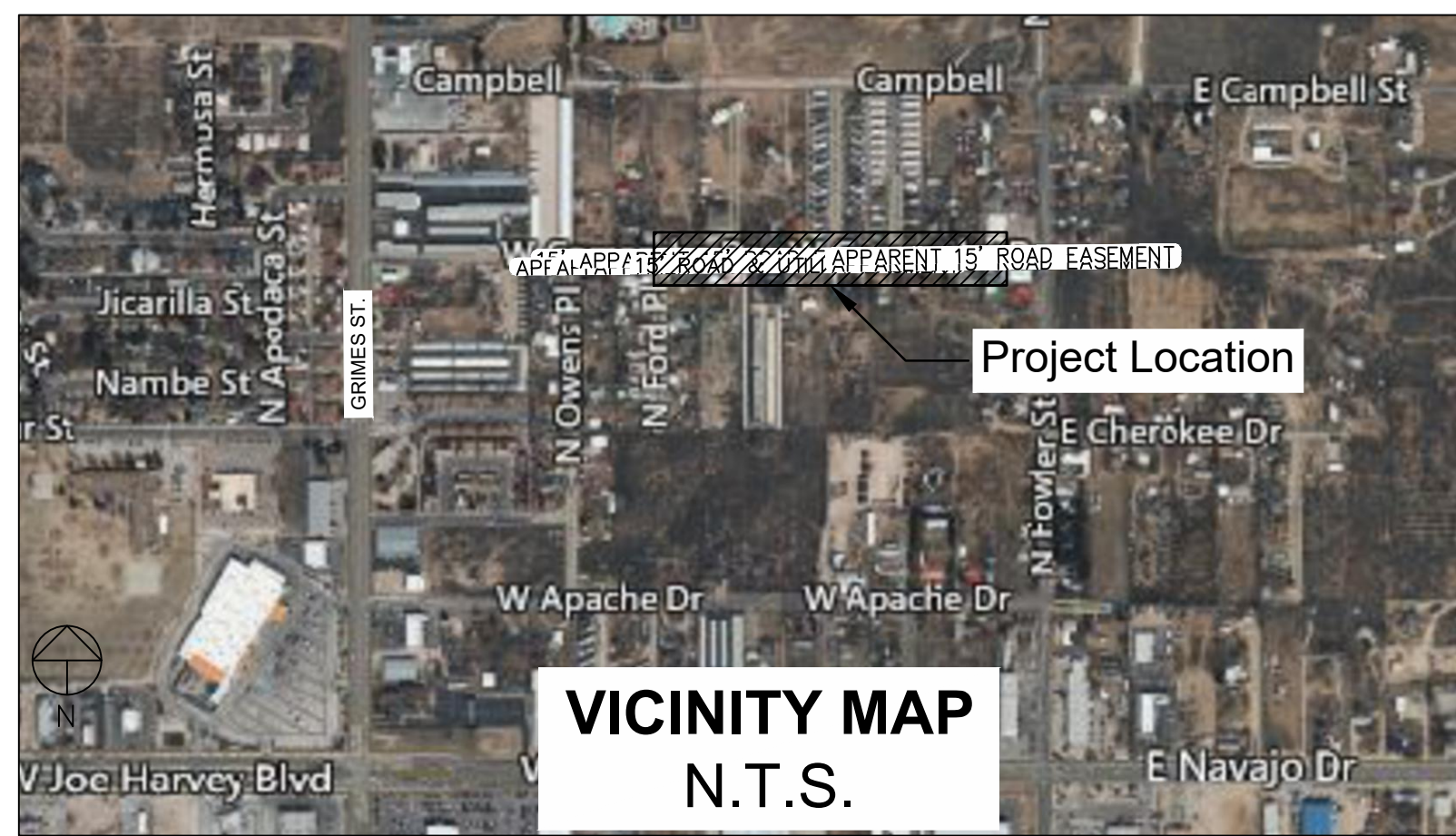
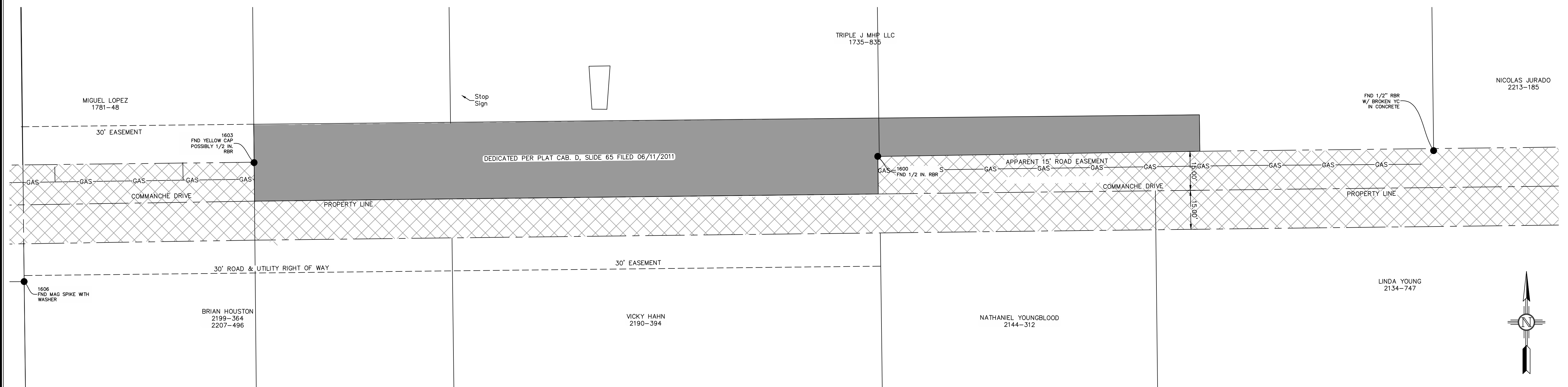
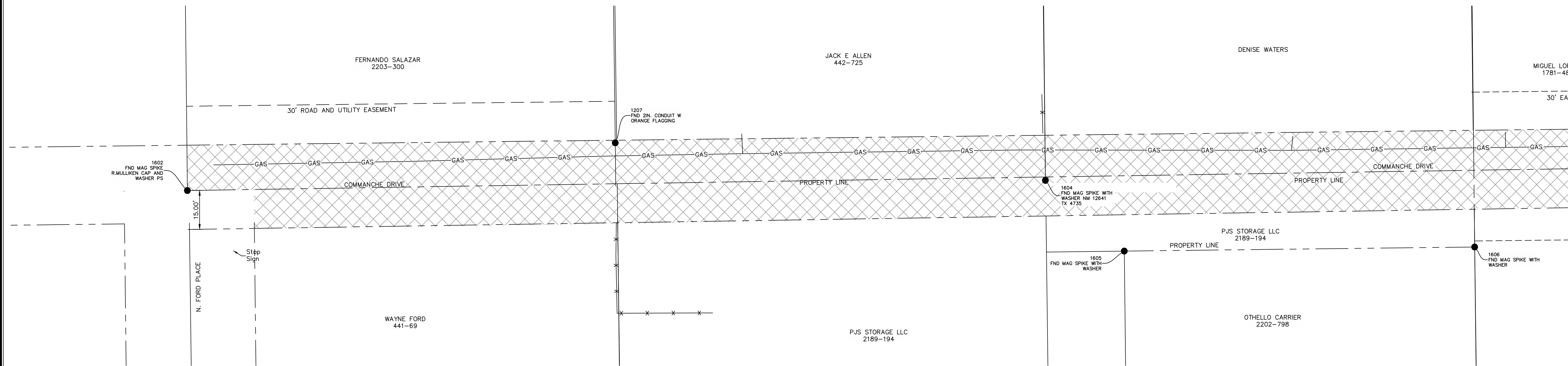


(505)-254-7310

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

CONTROL PLAN

for COMMANCHE DRIVE



VICINITY MAP
N.T.S.

CONTROL POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
205	637175.5170	909032.8520	3643.77	FND 1/2" RBR W/ BROKEN YC IN CONCRETE
1207	637165.2270	908158.8110	3647.07	FND 2IN. CONDUIT W ORANGE FLAGGING
1600	637173.3290	908818.7310	3644.65	FND 1/2 IN. RBR
1602	637146.8700	907993.9780	3647.59	FND MAG SPIKE R.MULLIKEN CAP AND WASHER PS
1603	637170.9080	908578.4750	3645.40	FND YELLOW CAP POSSIBLY 1/2 IN. RBR
1604	637150.7680	908324.5320	3646.38	FND MAG SPIKE WITH WASHER NM 12641 TX 4735
1605	637123.5570	908354.9220	3646.08	FND MAG SPIKE WITH WASHER
1606	637125.1350	908489.8970	3646.36	FND MAG SPIKE WITH WASHER

BASIS OF BEARING
 BEARINGS SHOWN HEREON ARE FROM GPS/GNSS OBSERVATIONS AND CONFORM TO THE NEW MEXICO STATE PLANE COORDINATE SYSTEM "NEW MEXICO EAST ZONE" NORTH AMERICAN DATUM OF 1983. TRUE NORTH CAN BE OBTAINED BY APPLYING A CONVERGENCE ANGLE OF 00°38'42.44" AT POINT NUMBER 1602 BEING A FOUND SPIKE NAIL WITH MULLIKEN CAP AT THE INTERSECTION OF NORTH FORD PLACE AND COMMANCHE DRIVE LOCATED AT N 637146.87, E 907993.98. DISTANCES SHOWN HEREON ARE IN GROUND AND WERE OBTAINED BY APPLYING A COMBINED GRID TO GROUND SCALE FACTOR OF 1.0001136300 AT N 0.00, E 0.00. THE VERTICAL DATUM IS BASED ON GEOID18 AND IT PROVIDES ORTHOMETRIC HEIGHTS CONSISTENT WITH THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

UTILITY NOTE
 UTILITIES DEPICTED WERE OBTAINED THROUGH EVIDENCE: FROM FIELD OBSERVATIONS, PLANS AND/OR REPORTS PROVIDED BY THE CLIENT, AND MARKINGS COORDINATED BY THE NEW MEXICO 811. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURE CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY.

I, JEREMY BAKER, NEW MEXICO PROFESSIONAL SURVEYOR NO. 25773, DO HEREBY CERTIFY THAT THIS TOPOGRAPHIC SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

Jeremy Baker
 Jeremy Baker, N.M. P.S. 25773

02/28/2024
 Date



7921 N World Dr.
 Hobbs, NM 88242-9032
 Squarerootservices.net
 575-231-7347

TYPE OF SURVEY:
RIGHT OF WAY SURVEY
COMMANCHE DRIVE
 OF
TRIPLE J WATER LINE

PROJECT NAME:
TRIPLE J WATER LINE

FOR
 CLIENT: **DANIEL JOHNCOX**

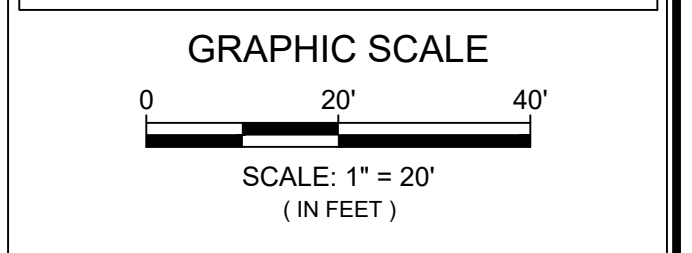
PROJECT NUMBER:
23196

PROJECT SURVEYOR:
 Jeremy Baker, PS

DRAWN BY:
 Kendall Goad

LEGEND

- FOUND MONUMENT AS NOTED
- POWER POLE
- GAS METER
- MAILBOX
- ▼ SIGN AS NOTED
- BOLLARD
- TREE
- GAS — GAS LINE
- OHE — OVERHEAD ELECTRIC
- x — FENCE LINE
- — CENTER LINE
- — FLOW LINE
- — TOP BACK OF CURB
- — EDGE OF PAVEMENT
- OHT — OVERHEAD TELEPHONE
- UGT — UNDERGROUND TELEPHONE
- — PROPERTY LINES
- - - RIGHT OF WAY LINE
- ▨ RIGHT OF WAY GRANTED TO THE CITY OF HOBBS BY LEA COUNTY ON 10/19/23
- DEDICATED



SHEET:
 2 of 6
SU - 100

RIGHT OF WAY SURVEY

for COMMANCHE DRIVE



7921 N World Dr.
Hobbs, NM 88242-9032
Squarerootservices.net
575-231-7347

TYPE OF SURVEY:
**RIGHT OF WAY SURVEY
COMMANCHE DRIVE**
OF

PROJECT NAME:
TRIPLE J WATER LINE

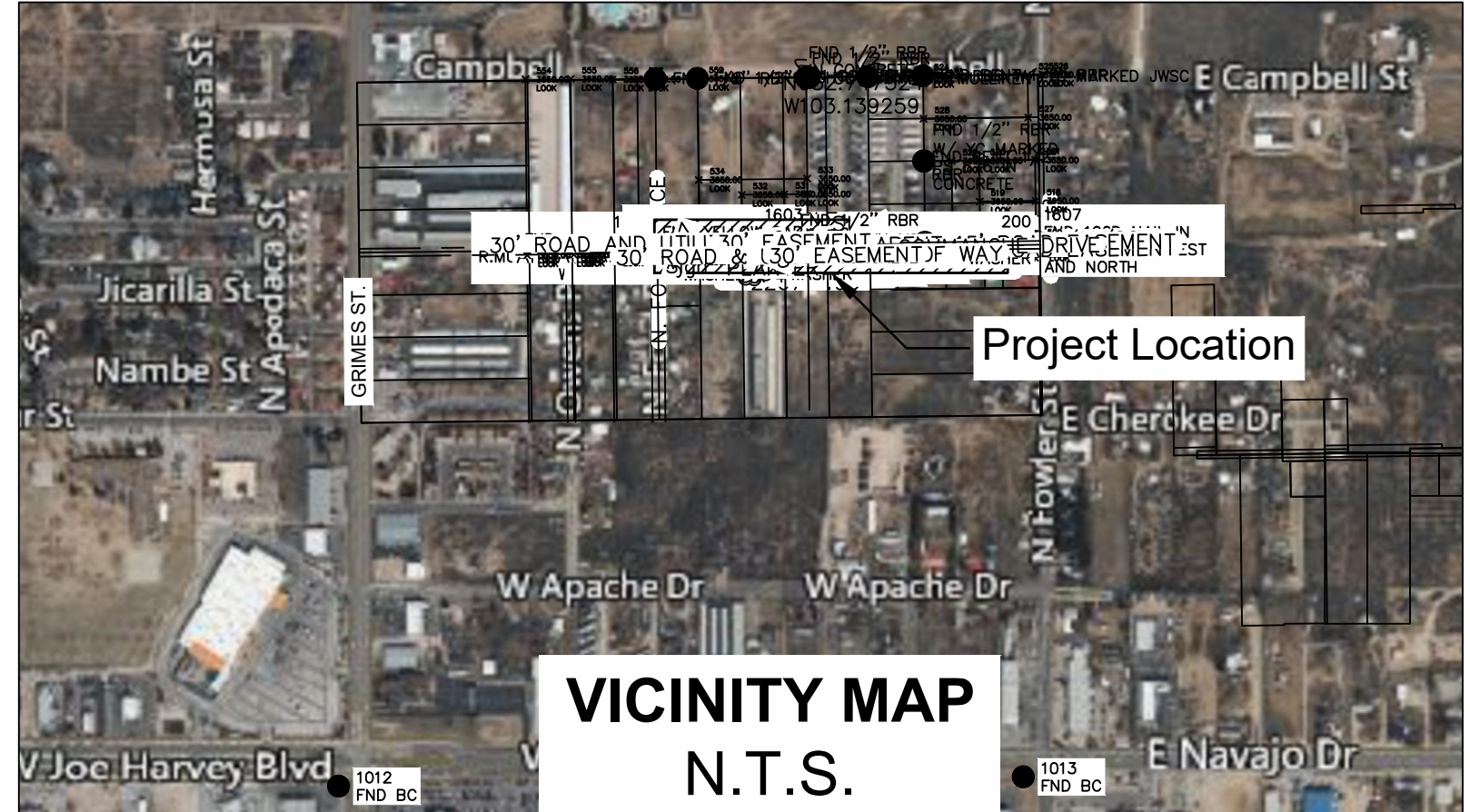
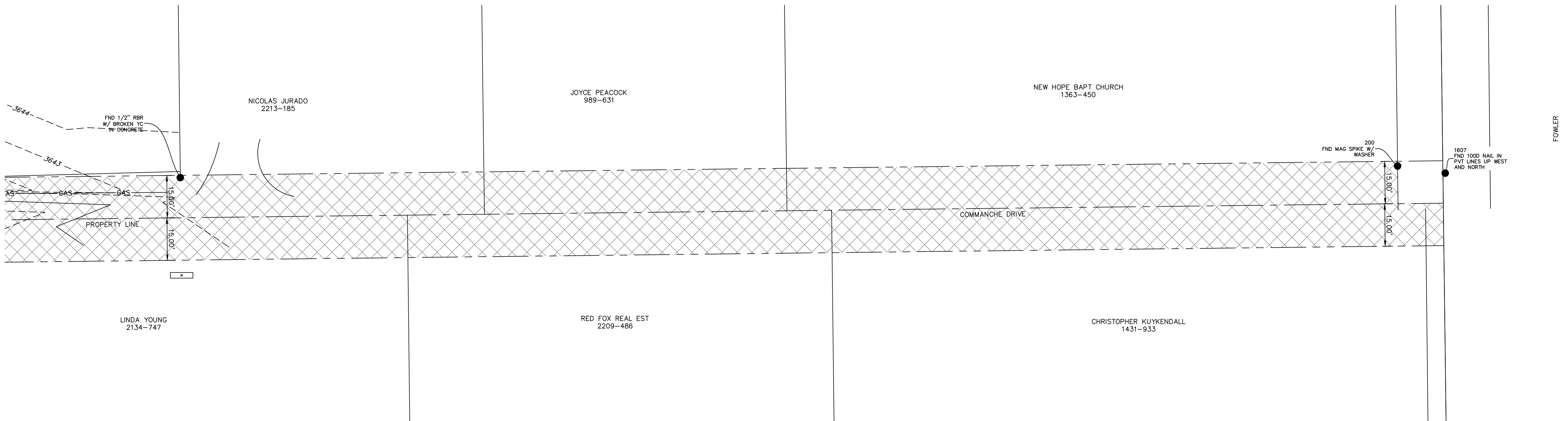
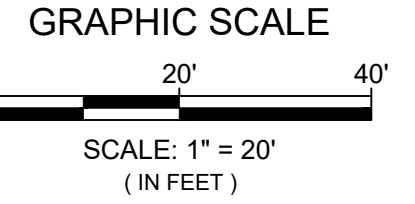
FOR
CLIENT: **DANIEL JOHNCOX**

PROJECT NUMBER:
23196

PROJECT SURVEYOR:
Jeremy Baker, PS
DRAWN BY:
Kendall Goad

LEGEND

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N.T.S.

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Jeremy Baker, N.M. P.S. 25773
 Date: 02/28/2024



SHEET:
3 of 6
SU - 101

WATERLINE EXTENSION WEST COMANCHE DRIVE

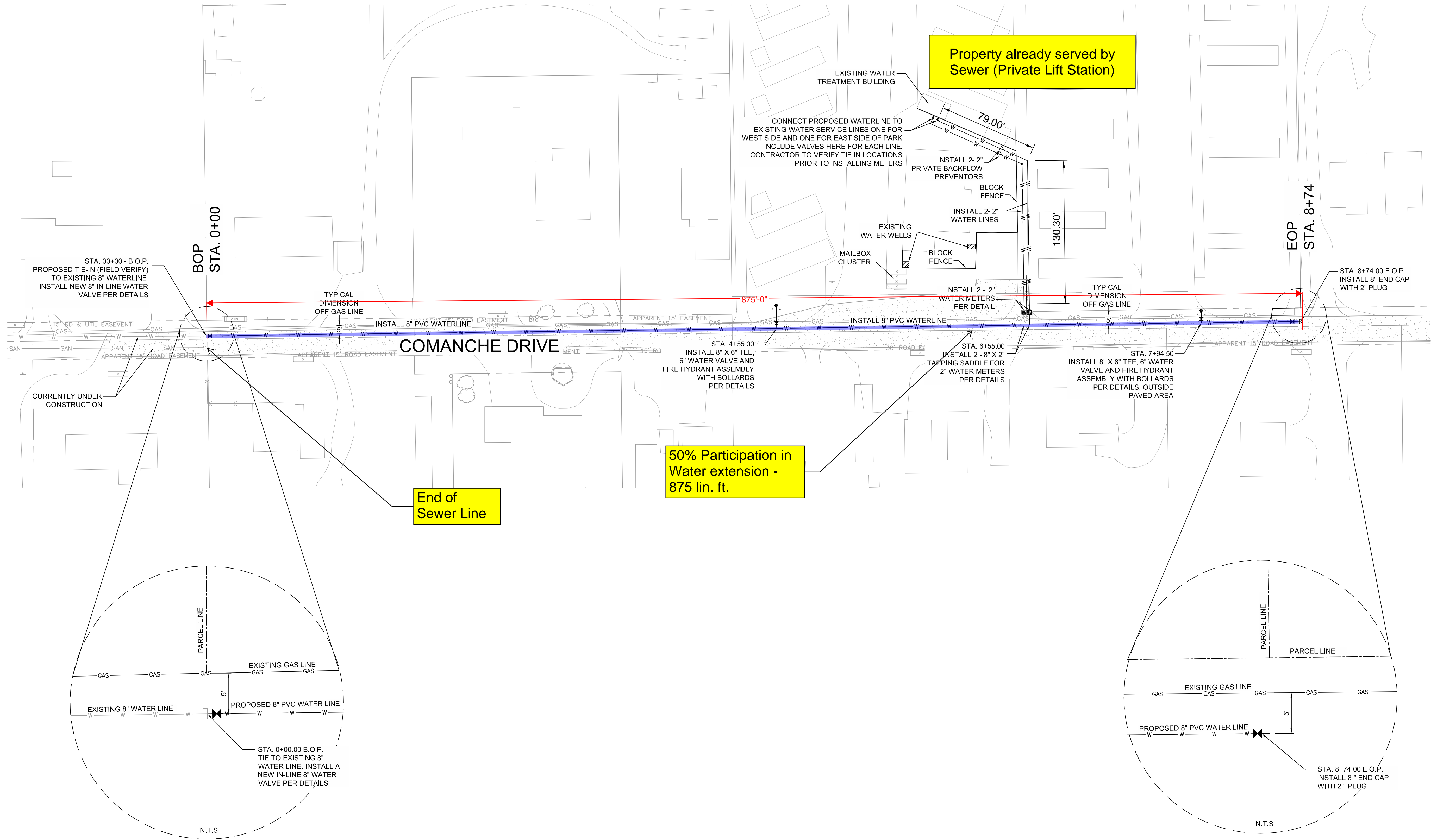
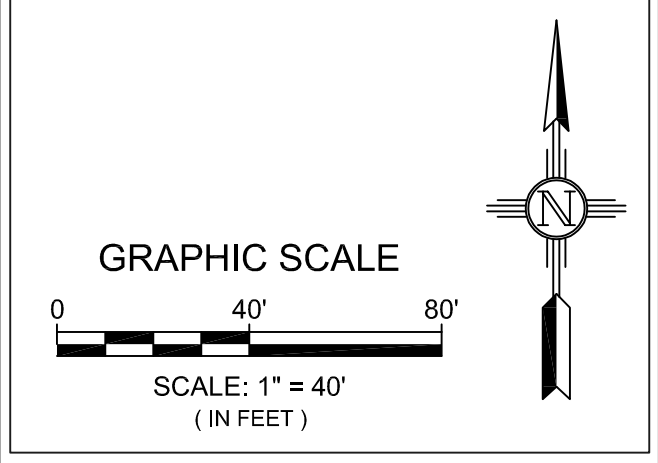


7921 N World Dr.
Hobbs, NM 88242-9032
Squarerootservices.net
575-231-7347

ENGINEERING SHEET:
WATERLINE EXTENSION
FOR
PROJECT NAME:
**TRIPLE J MH PARK
W COMANCHE DR**
FOR
CLIENT:

PROJECT NUMBER:
23196

PROJECT SURVEYOR:
JEREMY BAKER, PE
DRAWN BY:
LPS



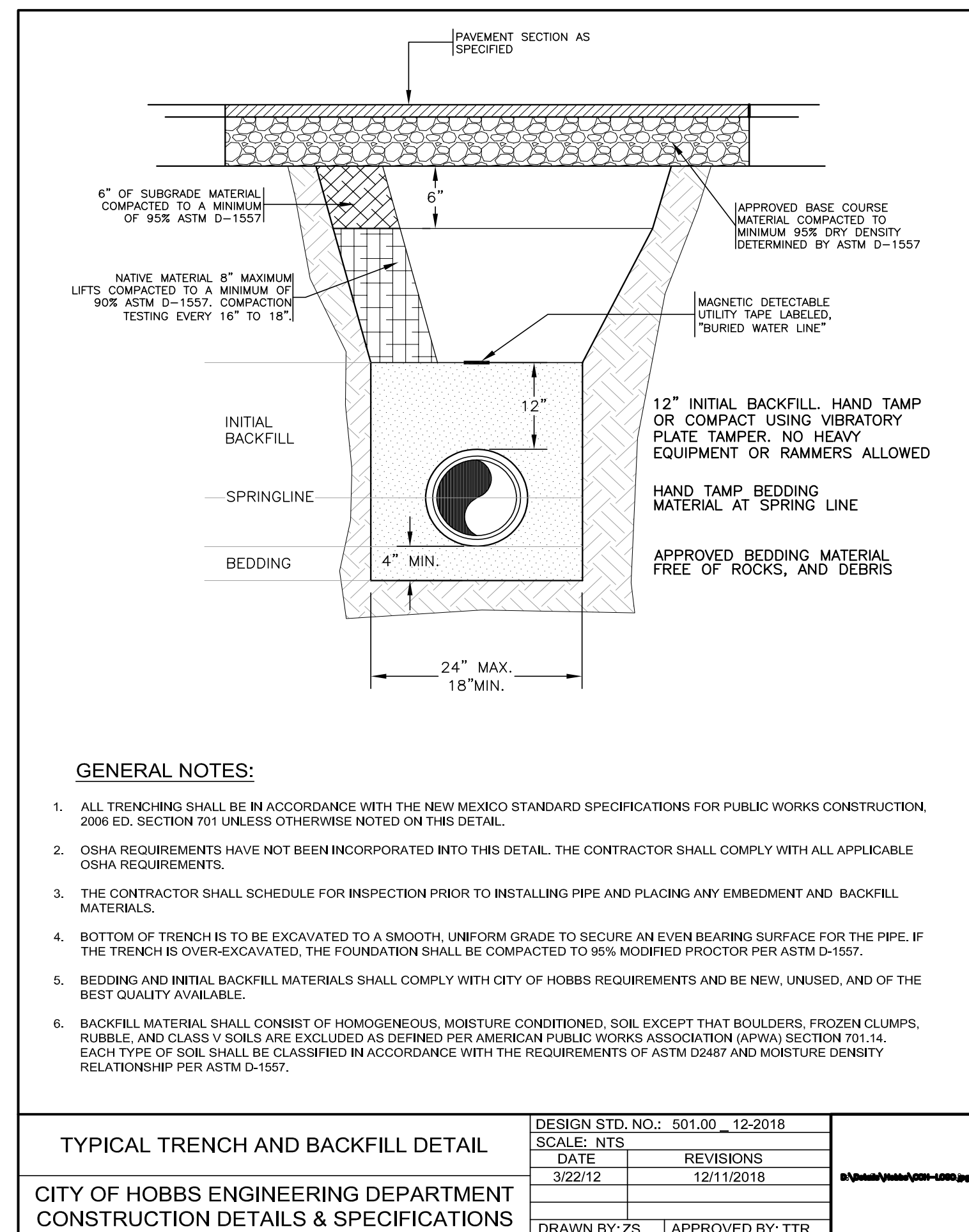
End of Sewer Line

50% Participation in Water extension - 875 lin. ft.

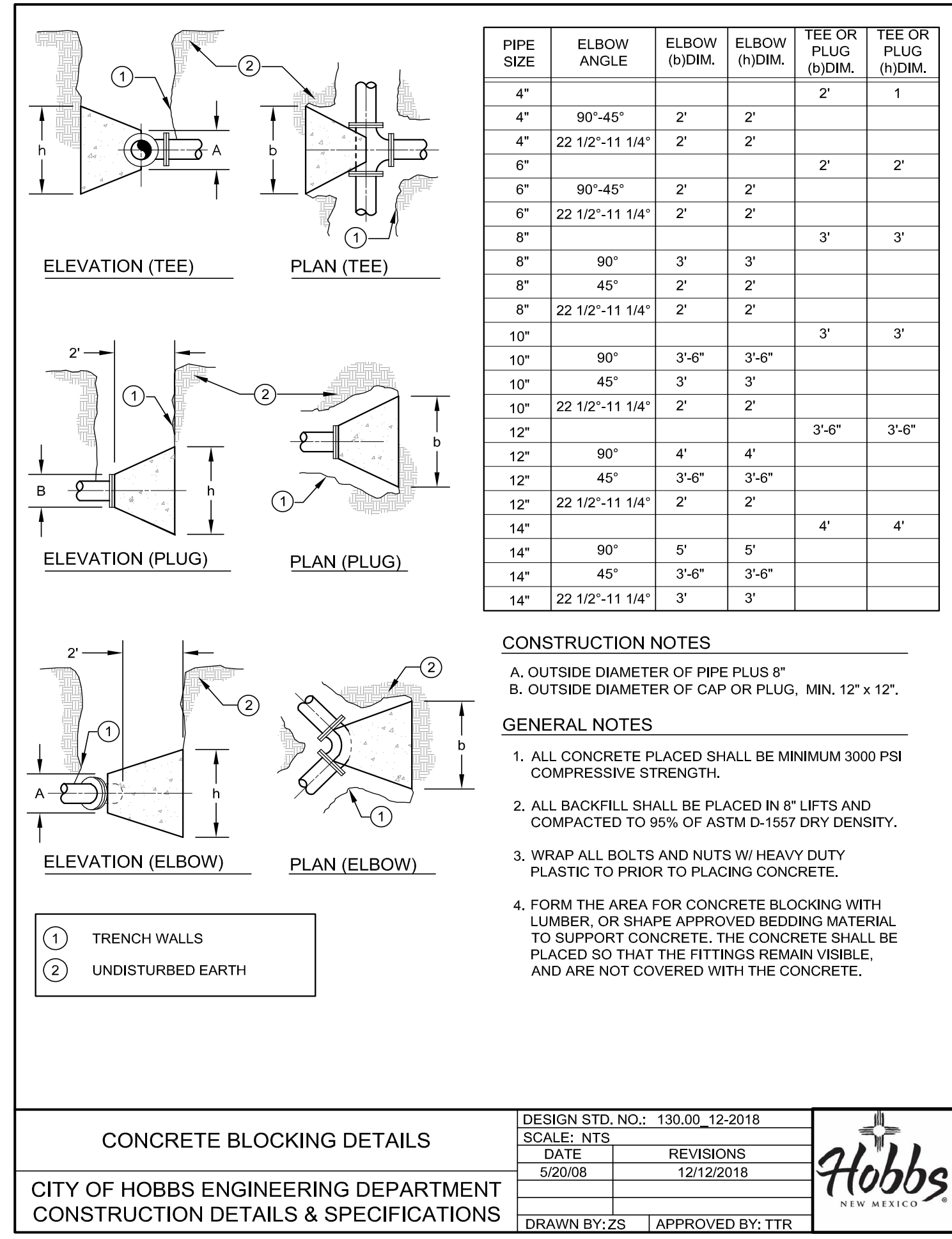
Property already served by Sewer (Private Lift Station)

REVISIONS		
No.	DATE	DESCRIPTION

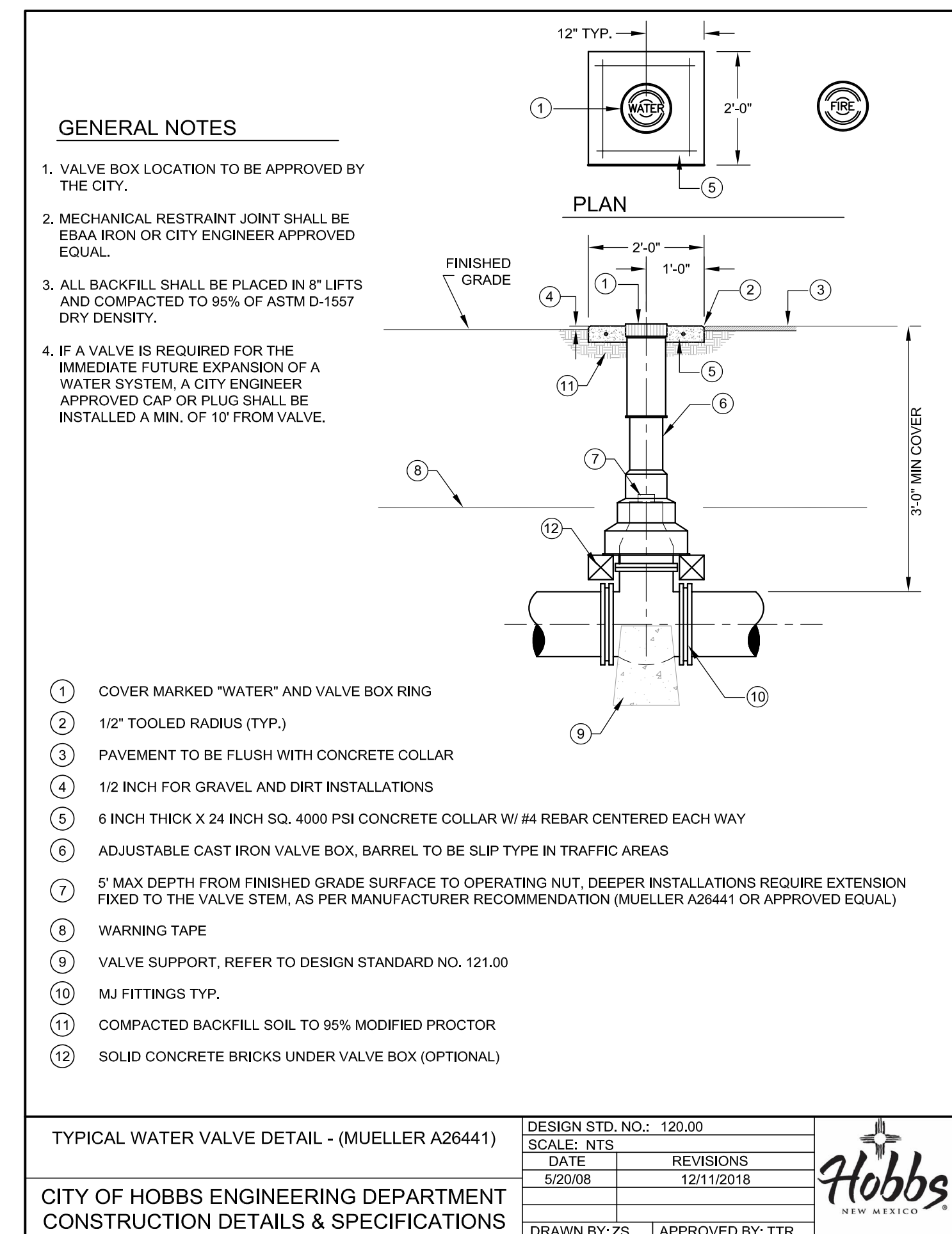




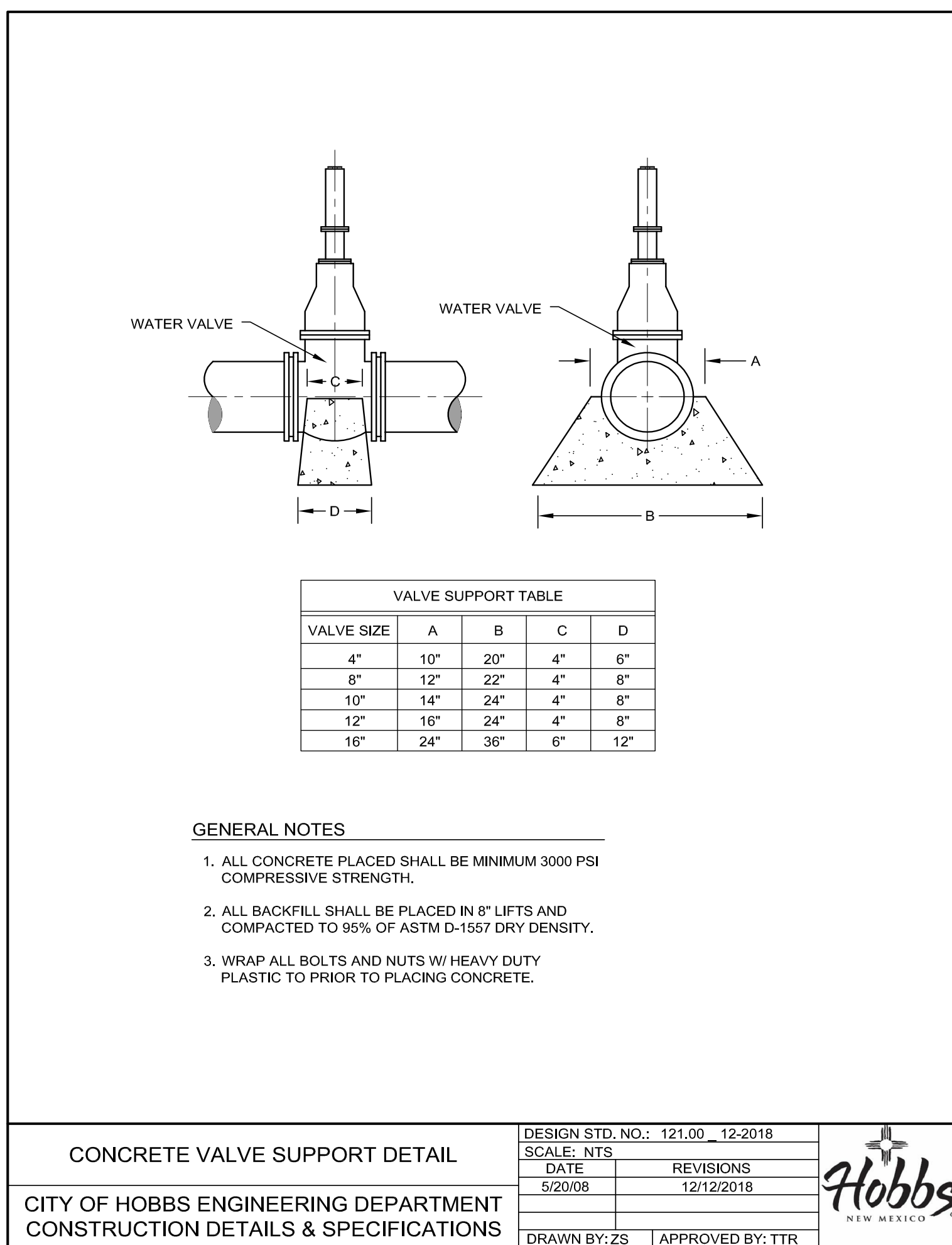
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CITY OF HOBBS ENGINEERING DEPARTMENT CONSTRUCTION DETAILS & SPECIFICATIONS		SCALE: NTS DATE: 3/22/12 REVISIONS: 12/11/2018 DRAWN BY: ZS APPROVED BY: TTR



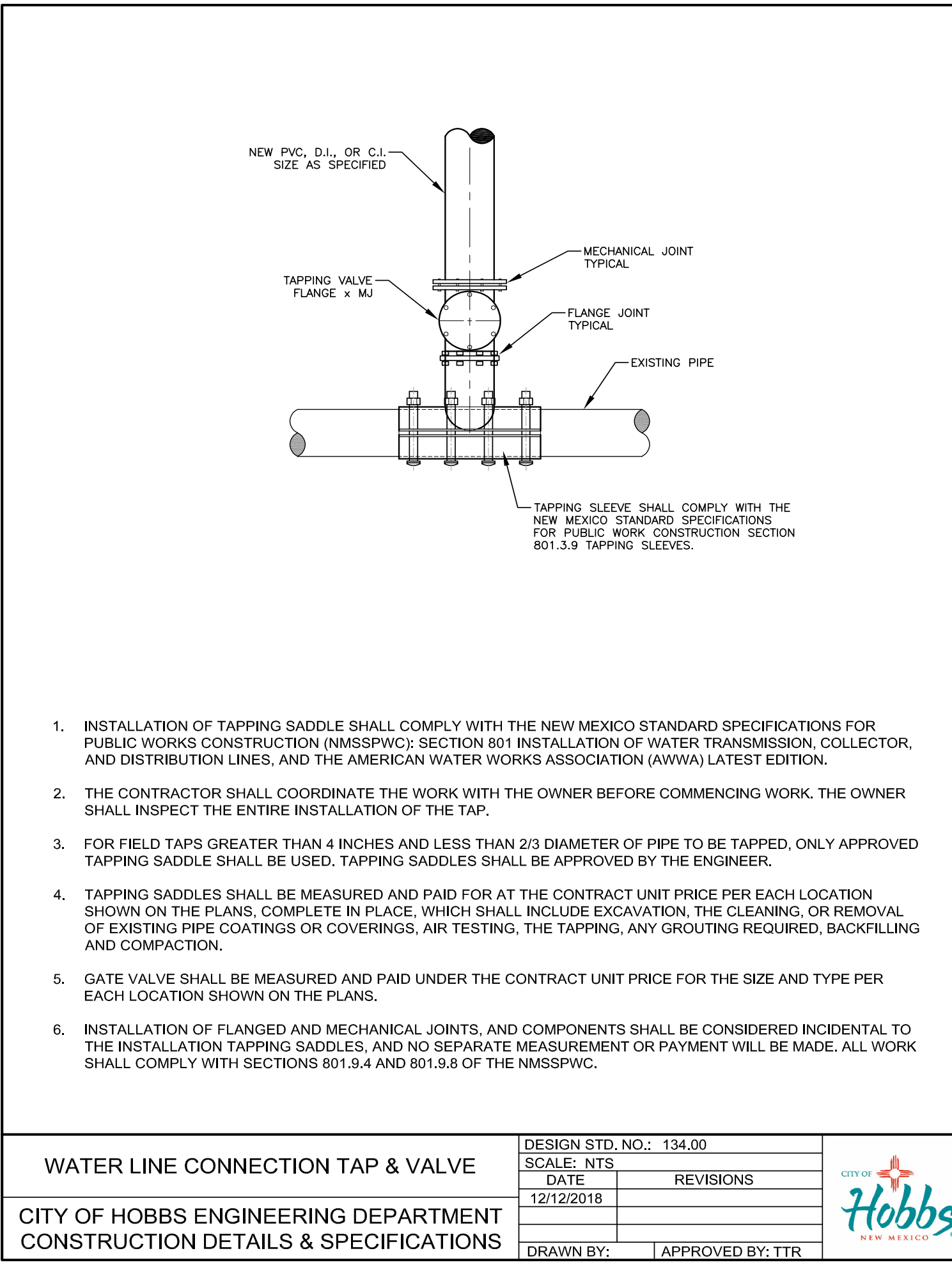
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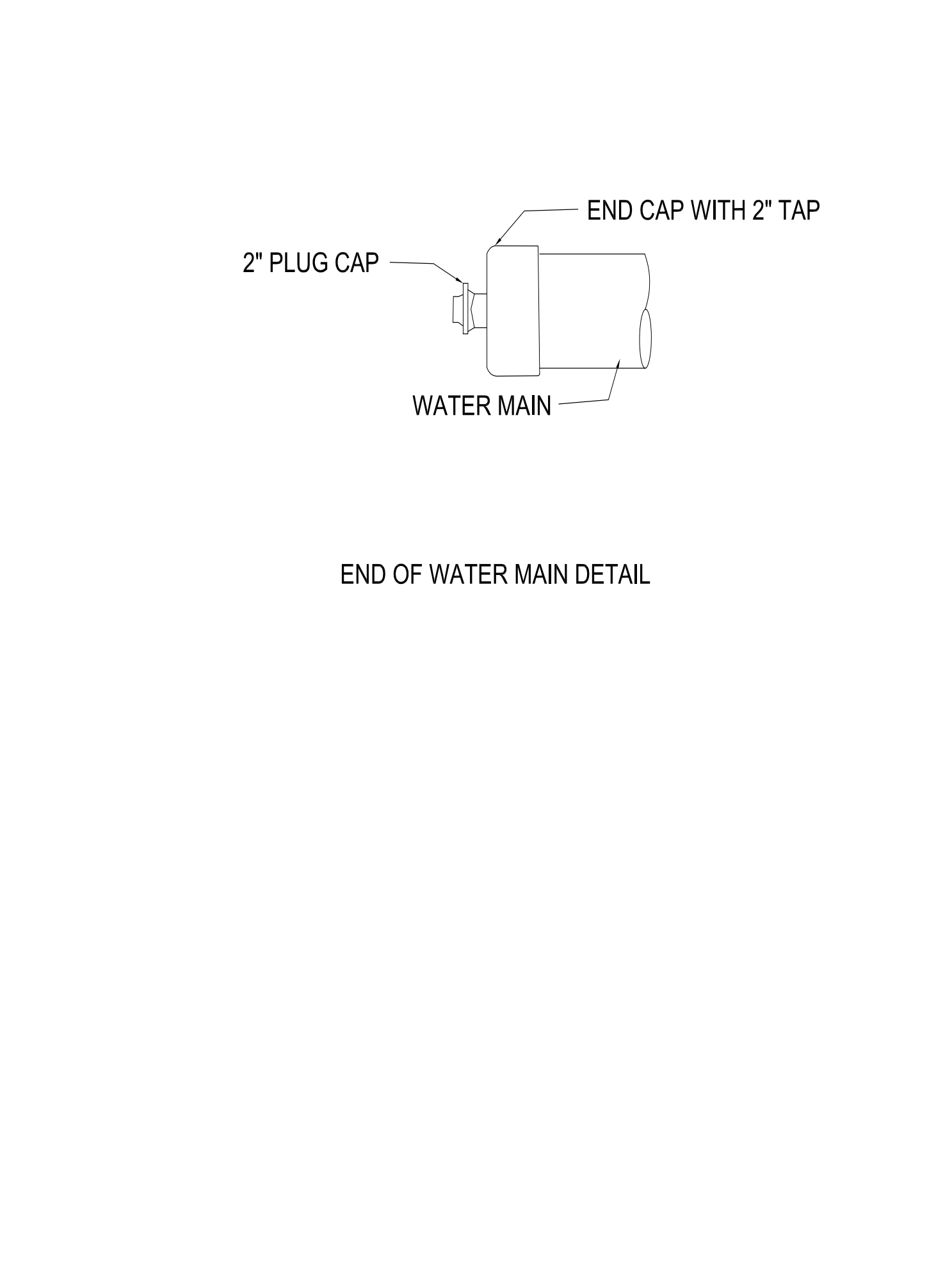
TYPICAL WATER VALVE DETAIL - (MUELLER A26441)		DESIGN STD. NO.: 120.00
CITY OF HOBBS ENGINEERING DEPARTMENT CONSTRUCTION DETAILS & SPECIFICATIONS		SCALE: NTS DATE: 5/20/08 REVISIONS: 12/11/2018 DRAWN BY: ZS APPROVED BY: TTR



CONCRETE VALVE SUPPORT DETAIL		DESIGN STD. NO.: 121.00_12-2018
CITY OF HOBBS ENGINEERING DEPARTMENT CONSTRUCTION DETAILS & SPECIFICATIONS		SCALE: NTS DATE: 5/20/08 REVISIONS: 12/12/2018 DRAWN BY: ZS APPROVED BY: TTR



WATER LINE CONNECTION TAP & VALVE		DESIGN STD. NO.: 134.00
CITY OF HOBBS ENGINEERING DEPARTMENT CONSTRUCTION DETAILS & SPECIFICATIONS		SCALE: NTS DATE: 12/12/2018 REVISIONS: DRAWN BY: APPROVED BY: TTR



END OF WATER MAIN DETAIL		DESIGN STD. NO.: 120.00
CITY OF HOBBS ENGINEERING DEPARTMENT CONSTRUCTION DETAILS & SPECIFICATIONS		SCALE: NTS DATE: 5/20/08 REVISIONS: 12/11/2018 DRAWN BY: ZS APPROVED BY: TTR



7921 N World Dr.
Hobbs, NM 88242-9032
Squarerootservices.net
575-231-7347

ENGINEERING SHEET:
UTILITY DETAILS
FOR
**TRIPLE J MH PARK
W COMANCHE DR**
FOR
CLIENT:

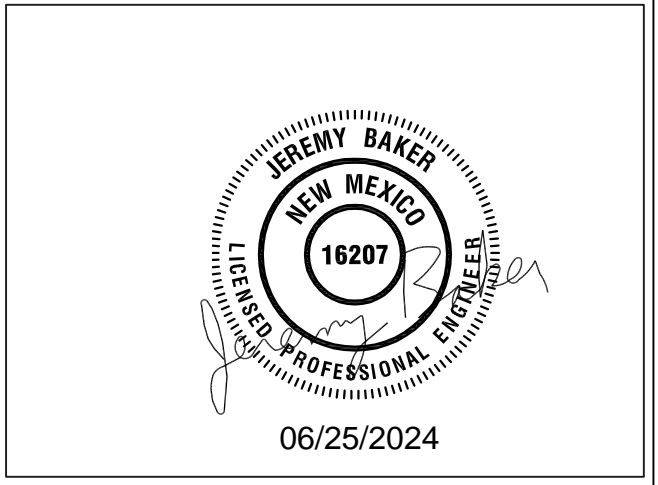
PROJECT NUMBER:
23196

PROJECT SURVEYOR:
JEREMY BAKER, PE
DRAWN BY:
LPS

No.	DATE	DESCRIPTION

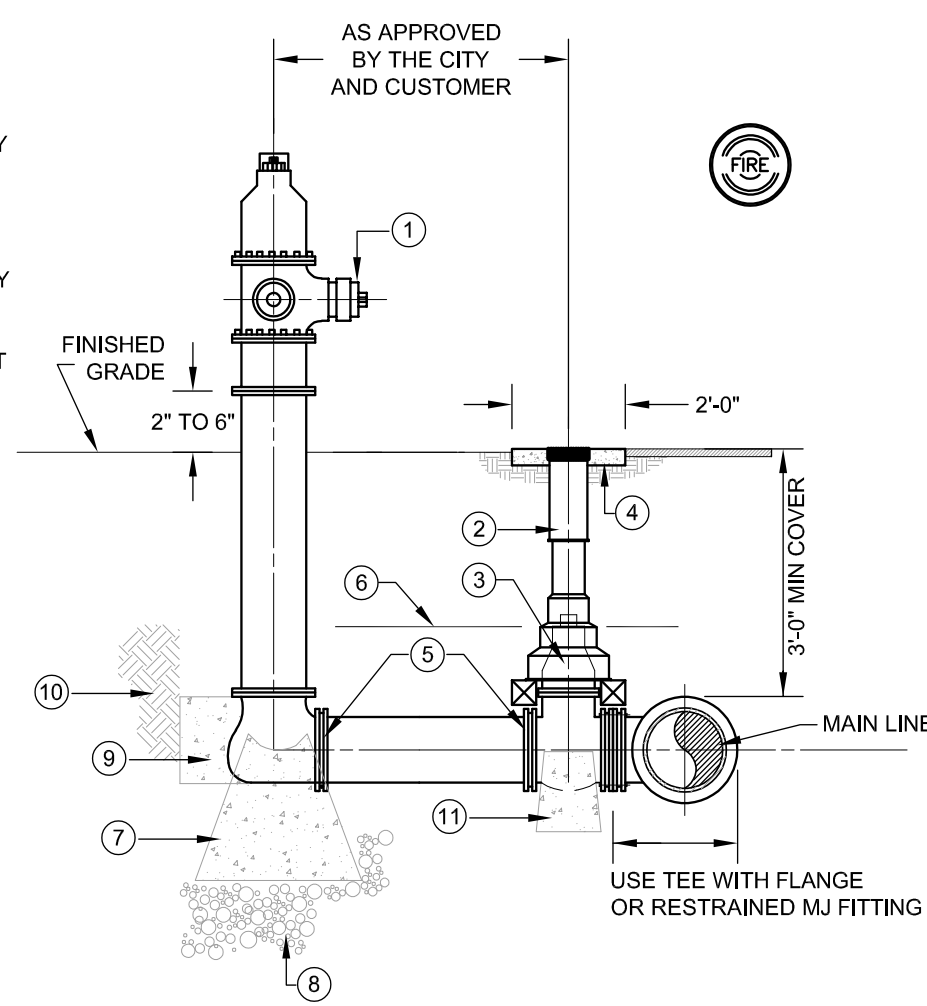
No.	DATE	DESCRIPTION

No.	DATE	DESCRIPTION



GENERAL NOTES

1. FOLLOWING CITY FIRE HYDRANT STANDARDIZATION PROCEDURE, THE ONLY FIRE HYDRANT RECOMMENDED FOR INSTALLATION WILL BE THE KENNEDY GUARDIAN K81D, 5-1/4" MAIN VALVE
2. VALVE BOX LOCATION TO BE APPROVED BY THE CITY.
3. ALL FIRE HYDRANTS SHALL HAVE AT LEAST 3 FEET OF CLEARANCE FROM LANDSCAPING, ROCKWALLS, UTILITY APPLIANCES, AND DRIVEWAYS, AROUND ITS CIRCUMFERENCE.
4. LOCATE FIRE HYDRANTS IN PARKWAY BEHIND CURB & GUTTER IF AVAILABLE, OTHERWISE PLACE FIRE HYDRANT AT DIRECTION OF UTILITY DIRECTOR.
5. HYDRANTS SHALL BE CONNECTED TO THE MAIN BY A 6" FUSION BONDED, EPOXY COATED MECHANICAL JOINT OR FLANGED SHOE. MECHANICAL JOINTS SHOES SHALL BE FITTED WITH STRAPPING LUGS.
6. BLUE RAISED PAVEMENT REFLECTORS SHALL BE LOCATED IN FRONT OF EACH NEW FIRE HYDRANT ALONG THE CENTER LINE OF THE ROAD.
7. THE COLOR OF THE FIRE HYDRANT SHALL BE CHROME YELLOW



- ① PUMPER NOZZLE TO BE FACING THE TRAVELED WAY, UNLESS OTHERWISE NOTED ON PLANS.
- ② VALVE BOX
- ③ 6" GATE VALVE - MUELLER A26441, OR APPROVED EQUAL
- ④ CONCRETE COLLAR, REFER TO DESIGN STANDARD NO. 120.00
- ⑤ MJ FITTINGS
- ⑥ WARNING TAPE
- ⑦ THRUST BLOCKING
- ⑧ 2 CUBIC FEET OF COMPACTED 1/2" GRAVEL AROUND THRUST BLOCK
- ⑨ 12"x12"x8" (MIN.) CONCRETE BLOCKING
- ⑩ UNDISTURBED SOIL
- ⑪ VALVE SUPPORT, REFER TO DESIGN STANDARD NO. 121

FIRE HYDRANT ASSEMBLY - KENNEDY GUARDIAN-K81D

DESIGN STD. NO.: 110.00
SCALE: NTS

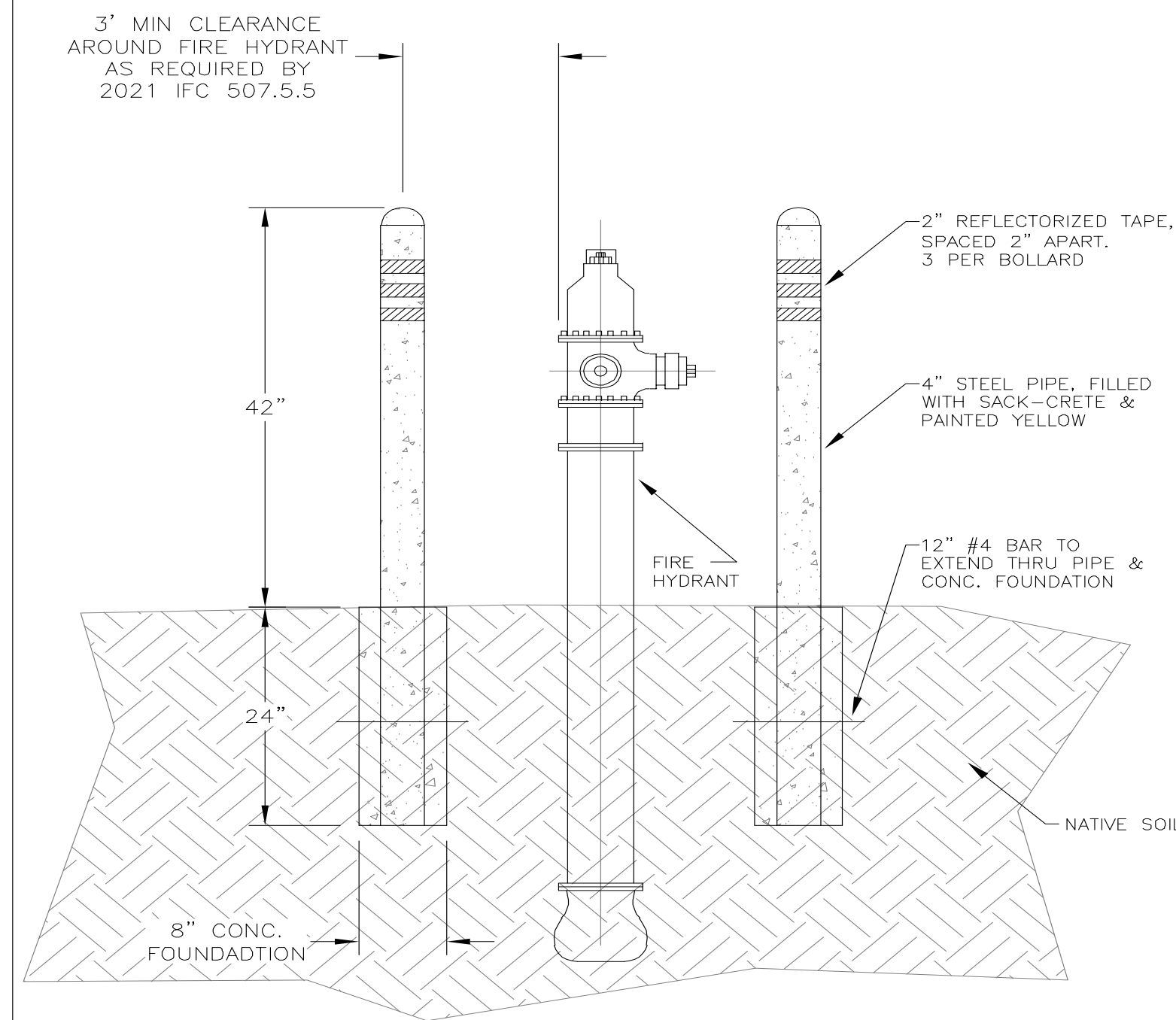
DATE: 5/20/08 REVISIONS: NEW MODEL

DRAWN BY: ZS APPROVED BY: TTR



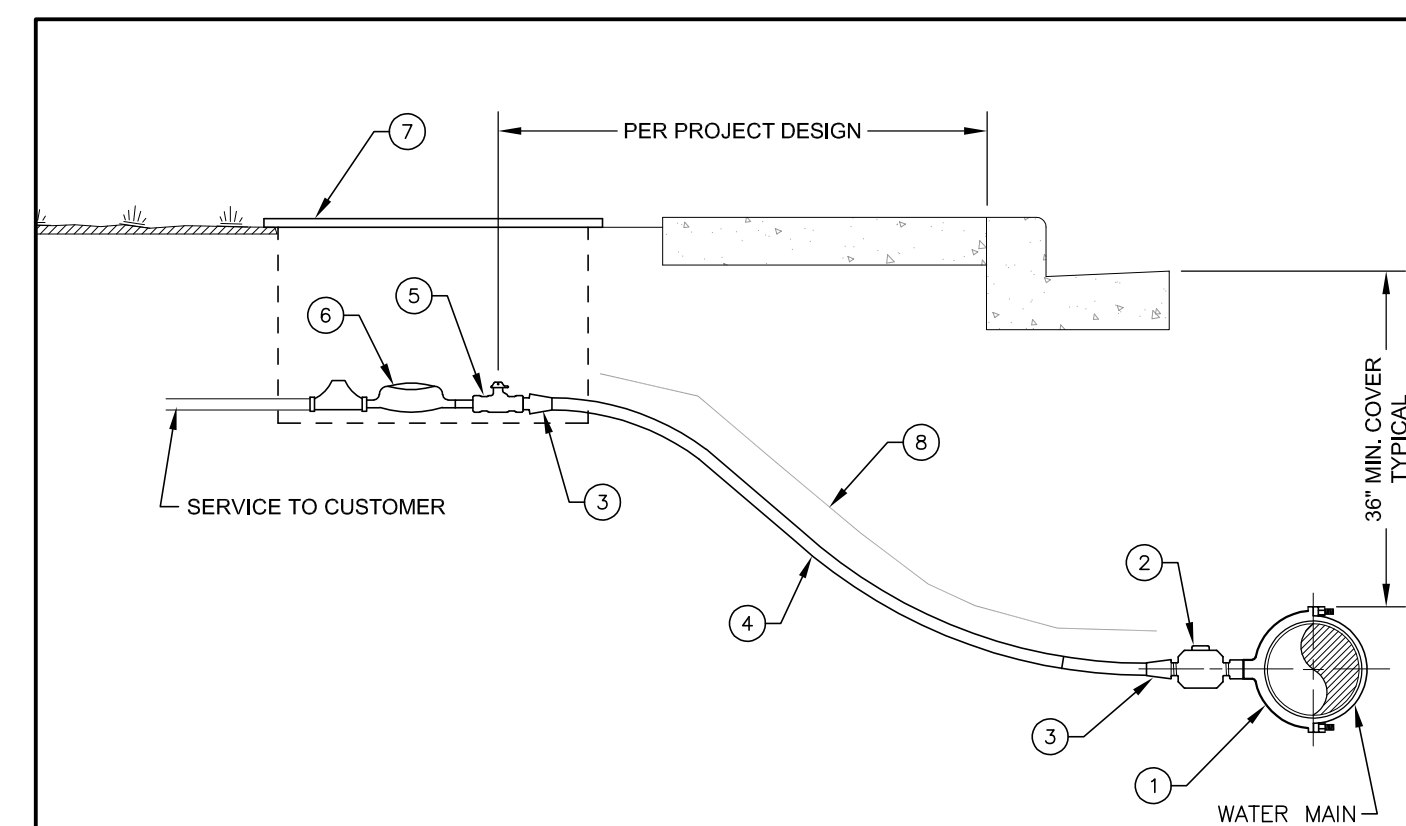
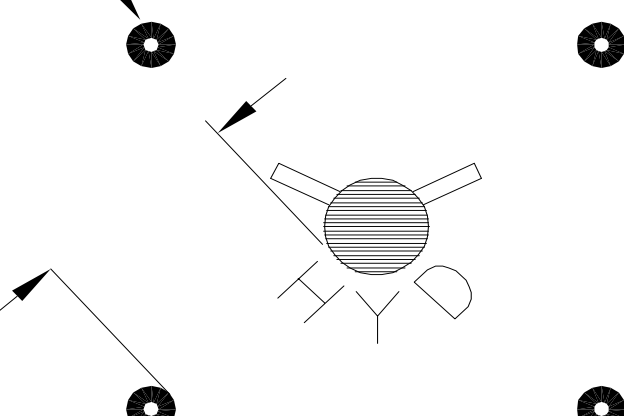
CITY OF HOBBS ENGINEERING DEPARTMENT
CONSTRUCTION DETAILS & SPECIFICATIONS

3' MIN CLEARANCE
AROUND FIRE HYDRANT
AS REQUIRED BY
2021 IFC 507.5.5



PROPOSED
BOLLARD TYP.

3' MIN CLEARANCE
AROUND FIRE HYDRANT
AS REQUIRED BY
2021 IFC 507.5.5



- ① 8" X 2" TAPPING SADDLE--SMITH BLAR 313--0076014--000, OR APPROVED EQUAL
- ② 2" CORPORATION STOP X FEMALE IP (FORD FB1700--7--NL)
- ③ 2" POLY MALE ADAPTER
- ④ 2" POLYETHYLENE PIPE (DR--11 IPS)
- ⑤ 2" CURB STOP FLG X FIP (FORD BF13--777WR--NL)
- ⑥ WATER METER
- ⑦ PVC METER BOX & BLUE PLASTIC COVER
- ⑧ WARNING TAPE

GENERAL NOTES

1. THE VALVE AND METER REGISTER BOX SHALL BE LOCATED UNDER THE LID OPENING, WHERE TWO METERS ARE TO BE INSTALLED IN A SINGLE METER BOX, THE METER REGISTERS SHALL BE WITHIN READING RANGE OF THE LID OPENING.
2. THE METER BOX SHALL NOT BE LOCATED WITHIN DRIVEWAYS, SIDEWALKS OR ON PRIVATE PROPERTY UNLESS WITHIN A UTILITY EASEMENT. METER BOX SHALL BE LOCATED AWAY FROM VEHICULAR OR PEDESTRIAN ACCESS(ES) OR PATHWAYS.
3. IF CONCRETE ENCASED, THE TOP OF THE METER BOX SHALL BE FLUSH WITH TOP OF CONCRETE. OTHERWISE THE TOP OF THE METER BOX SHALL BE 1" ABOVE FINISH GRADE.

2" LATERAL INSTALLATION

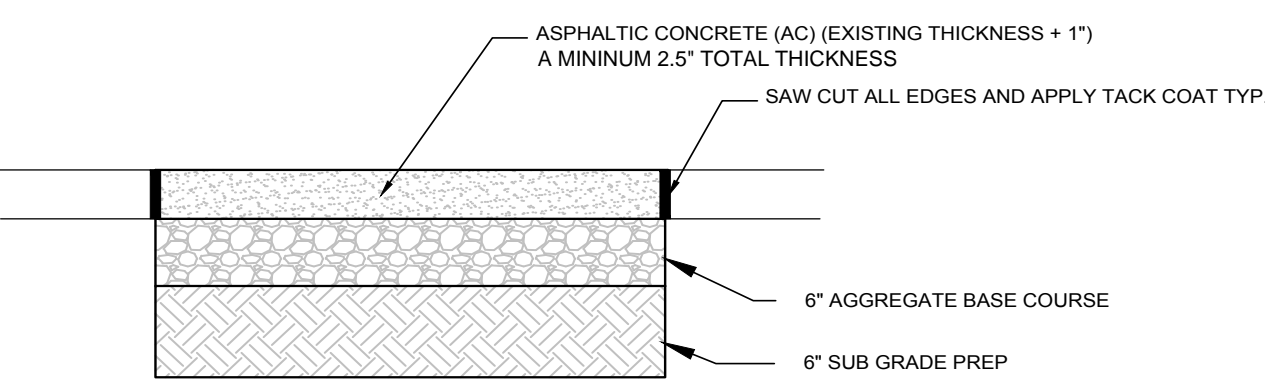
DESIGN STD. NO.: 102.10
SCALE: NTS

DATE: 04/09/19 REVISIONS: APWA UPDATE

DRAWN BY: ENG APPROVED BY: TTR



CITY OF HOBBS ENGINEERING DEPARTMENT
CONSTRUCTION DETAILS & SPECIFICATIONS



GENERAL NOTES:

1. SUBGRADE SHALL BE MOISTURE CONDITIONED WITHIN A RANGE OF OPTIMUM MOISTURE PLUS OR MINUS TWO PERCENT (+/-2%) AND COMPACTED TO A DRY DENSITY GREATER THAN (95) PERCENT AS DETERMINED BY ASTM D-1557. SUBGRADE PREPARATION SHALL BE IN ACCORDANCE WITH APWA, LATEST EDITION.
2. COMPACTION TESTS FOR SUBGRADE, AND BASE COURSE SHALL BE TAKEN AT A MINIMUM OF ONE TEST PER 50 SQUARE YARDS. TESTING SHALL BE IN ACCORDANCE WITH ASTM D 2922 AND D 6938.
3. BASE COURSE MATERIAL SHALL BE MOISTURE CONDITIONED WITHIN A RANGE OF OPTIMUM MOISTURE PLUS OR MINUS TWO PERCENT (+/-2%) AND COMPACTED TO A DRY DENSITY GREATER THAN (95) PERCENT AS DETERMINED BY ASTM D-1557. BASE COURSE CONSTRUCTION SHALL BE IN ACCORDANCE WITH APWA, LATEST EDITION.
4. PRIME COAT SHALL BE APPLIED TO ALL BASE COURSE PER APWA, LATEST EDITION UNLESS FINAL SURFACING IS TO BE PLACED WITHIN 24 HOURS AFTER COMPLETION OF COMPACTION.
5. ASPHALT PATCH THICKNESS SHALL BE THE THICKNESS OF THE EXISTING ASPHALT PLUS ONE INCH (1"). ASPHALT CONSTRUCTION SHALL BE PER APWA, LATEST EDITION. HOT MIX DESIGN TO BE APPROVED BY THE CITY ENGINEER.
6. ALL EXCAVATIONS SHALL BE STEEL PLATED, FLOW FILLED, OR PERMANENTLY PATCHED PRIOR TO BEING OPENED TO TRAFFIC.

TYPICAL ASPHALT PAVEMENT PATCH

NOT TO SCALE

TYPICAL ASPHALT PAVEMENT PATCH

DESIGN STD. NO.: 302.00, 12, 11, 18
SCALE: NTS

DATE: 10/04/10 REVISIONS: 12, 11, 18

DRAWN BY: ZS APPROVED BY:

CITY OF HOBBS ENGINEERING DEPARTMENT
CONSTRUCTION DETAILS & SPECIFICATIONS



7921 N World Dr.
Hobbs, NM 88242-9032
Squarerootservices.net
575-231-7347

ENGINEERING SHEET:

UTILITY DETAILS

FOR
PROJECT NAME:
**TRIPLE J MH PARK
W COMANCHE DR**

CLIENT:
FOR

PROJECT NUMBER:
23196

PROJECT SURVEYOR:
JEREMY BAKER, PE
DRAWN BY:
LPS

REVISIONS

No.	DATE	DESCRIPTION



06/25/2024

SHEET:
6 of 6

CU- 104



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
October 21, 2024

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

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 9/25/2024

SUBMITTED BY: Kristalyn Seepersad, Planning Project Manager

Summary:

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. The proposed DA is based on the proposed new incentive policy.

Fiscal Impact:

Budget No.: 22-4022-44901-00387

Available: \$3,163,056

Lea County Funding: \$5,600,000

DA encumbrance: \$300,000

Attachments:

(10-21-24) Stuard Homes SFIRDA RESO

(10-21-24) Stuard Homes SFIRDA

Recommendation:

Consider approval / denial of Resolution and Development Agreement

Approved By:

Todd Randall, Assistant City Manager 10/10/2024

Toby Spears, Finance Director 10/10/2024

Valerie Chacon, City Attorney 10/11/2024

Manny Gomez, City Manager 10/14/2024

CITY OF HOBBS

RESOLUTION NO. 7557

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH STUARD HOMES LLC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING.

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Stuard Homes LLC concerning the development of market rate single-family housing; and

WHEREAS, the aforementioned Development Agreement allows for an incentive of reimbursement of public infrastructure for this type of development, said agreement being in the best interest of the City.

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 21st day of October, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this 7th day of October 2024 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and **Stuard Homes LLC, 1702 W Poco St., Hobbs, NM 88240**, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

RECITALS:

** The City requires to contract with a Market Rate Single Family Development Company to deliver Single Family Market Rate Housing to the Citizens of Hobbs, New Mexico.

** Developer has submitted a proposal to the City to deliver the required Market Rate Single Family Housing, to be produced within 365 days of ratification of this agreement, within the Municipal Boundaries.

** Any outstanding Development Agreements between the Developer and the City of Hobbs concerning the production of Market Rate Single Family Housing shall become null and void upon the ratification of this agreement herewith.

NOW, THEREFORE, the City of Hobbs and Developer do hereby agree as follows:

A. Work To Be Performed.

1. The Developer shall furnish to the City its Professional Housing Developer Services for certain work regarding the Market Rate Single Family Housing. All single family structures completed under this agreement shall be located within the municipal boundaries and shall have received a certificate of occupancy after ratification of this agreement.

2. Developer shall furnish to City its professional Housing Developer Services as provided by this Agreement. The specific duties include the production and delivering to the public Market Rate Single Family Housing Units in Hobbs. Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time.

3. Specific activities required are to develop privately owned real property in the City including designing, building and transferring to the public individual market rate single family housing units. The City's subsidy may include any or all of the following funding assistance from the City:

Incentives are available for installed public municipal infrastructure only, providing compliance with:

- a. Incentive not to exceed per square footage basis:
 - i. \$20.00 per sq. ft. in an in-fill areas
 - ii. \$15.00 per sq. ft. in new residential areas
 - iii. Calculation based on living area only

- b. Incentive not to exceed per unit basis:
 - i. \$17,000.00 per single family unit within an in-fill area
 - ii. \$15,000.00 per single family unit
 - iii. \$7,500 per multi-family unit

- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
 - i. **\$255.00 per lineal front footage** of complete public infrastructure, and further broken down as follows:
 1. **Water (\$45.00 / lf):**
 - a. Forty-Five dollars (\$45.00) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
 2. **Sewer (\$50.00 / lf):**
 - a. Fifty dollars (\$50.00) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
 3. **Street (\$125.00 / lf):**
 - a. One Hundred Twenty-Five dollars (\$125.00) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as defined within the City of Hobbs Major Thoroughfare Plan);
 4. **Sidewalk: (\$35.00 / lf):**
Thirty-five dollars (\$35.00) per equivalent front foot of lot to which sidewalk is provided;

Based on quantities of required publicly owned infrastructure installed supporting the project, the City Engineer shall determine if the value of the infrastructure is adequate as an equal exchange of value for the amount of City subsidy contributed to the market rate single family housing unit. The City Engineer shall resolve any issues concerning value or extent of infrastructure and amount of square footage of constructed housing units. Specifically, the City Engineer will determine the value or unit costs of the publicly owned infrastructure according to any City of Hobbs Annual Pavement/Concrete/Utility Contracts or public infrastructure projects and estimates.

B. Payment For Services.

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed **Three Hundred Thousand Dollars (\$300,000.00)**, unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.

4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

C. Construction Requirements.

Construction shall be of energy-efficient design per New Mexico Energy Conservation Code 2009, utilizing either stucco or brick on the exterior of all buildings.

D. Assignment of Agreement.

This Section refers to assignability of this Agreement, and not to assignability of the Project to be developed for housing. Developer shall not assign or transfer any interest in this Agreement. Except that Developer is permitted, upon City approval, to assign its interest to a Partnership or Corporation in which the Developer is the principal party or to an affiliated company, working with the Developer on the Project. Subject to the foregoing provision, this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns; provided that upon any assignment of this Agreement by either party, the other party shall not be released from any obligation under, or liability accruing pursuant to this Agreement. Consent shall not unreasonably be withheld by either party.

E. Insurance Requirements and Hold Harmless Provision.

1. Developer agrees to obtain and maintain appropriate insurance during the course of the development of market rate single family housing with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities resulting from the conduct, negligence, errors or omissions of Developer or any employee or agent of Developer while engaged in performing the services called for herein.

2. The Developer shall maintain insurance coverage for General Liability, Automobile Liability, Errors and Omissions Insurance, and Workers' Compensation, subject to review and approval of the City Attorney.

F. Governing Law and Provisions.

1. 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.

1. 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, including the expenses of in house counsel.

G. Final Payment and Release of Claims.

1. Developer, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
2. City, upon Developer's final completion of all work items and covenants required of the Developer under this Agreement, shall release the Developer from all liabilities, claims and obligations whatsoever arising from or under this Agreement, on the day that is ten (10) years following the date of the City's issuance of a final certificate of occupancy on the Project.

H. Amendments.

This Agreement shall not be altered, changed, or amended except by written instrument approved and executed by both parties hereto.

I. Breach.

1. The following events constitute a breach of this Agreement by Developer:
 - a) Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
2. The following events constitute a breach of this Agreement by City:
 - a) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

J. Remedies Upon Breach.

1. Any party may sue to collect any and all damages that may accrue by virtue of the breach of this Agreement.
2. 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.

K. Termination.

This Agreement shall be terminated upon the completion of all tenants herein specified or 365 days from date of ratification whichever comes first. A request for infrastructure reimbursement, for a qualified unit produced within the terms of this agreement, received after the Termination Date of this agreement will not be eligible for payment.

L. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN: **Stuard Homes LLC, 1702 W Poco St., Hobbs, NM 88240** and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

M. Entire Agreement.

The foregoing constitutes the entire agreement between the parties hereto and may be modified only in writing by the parties hereto.

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

City of Hobbs

Developer

By: Sam D. Cobb, Mayor

By: Stuard Homes, LLC

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Valerie Chacon, City Attorney



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
October 21, 2024

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

DEPT OF ORIGIN: Planning

DATE SUBMITTED: 10/10/2024

SUBMITTED BY: Kristalyn Seepersad, Planning Project Manager

Summary:

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. The proposed DA is based on the proposed new incentive policy.

Fiscal Impact:

Budget No.: 22-4022-44901-00387

Available: \$3,163,056

Lea County Funding: \$5,600,000

DA encumbrance: \$300,000

Attachments:

(10-21-24) Lemke Development SFIRDA RESO

(10-21-24) Lemke Development SFIRDA

Recommendation:

Consider approval / denial of Resolution and Development Agreement

Approved By:

Todd Randall, Assistant City Manager 10/14/2024

Toby Spears, Finance Director 10/14/2024

Valerie Chacon, City Attorney 10/14/2024

Manny Gomez, City Manager 10/18/2024

CITY OF HOBBS

RESOLUTION NO. 7558

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH LEMKE DEVELOPMENT INC. CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING.

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Lemke Development Inc. concerning the development of market rate single-family housing; and

WHEREAS, the aforementioned Development Agreement allows for an incentive of reimbursement of public infrastructure for this type of development, said agreement being in the best interest of the City.

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 21st day of October, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this 21st day of October 2024 by and between the City of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and **Lemke Development Inc., 4008 N. Grimes Street, Hobbs, NM 88240**, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

RECITALS:

** The City requires to contract with a Market Rate Single Family Development Company to deliver Single Family Market Rate Housing to the Citizens of Hobbs, New Mexico.

** Developer has submitted a proposal to the City to deliver the required Market Rate Single Family Housing, to be produced within 365 days of ratification of this agreement, within the Municipal Boundaries.

** Any outstanding Development Agreements between the Developer and the City of Hobbs concerning the production of Market Rate Single Family Housing shall become null and void upon the ratification of this agreement herewith.

NOW, THEREFORE, the City of Hobbs and Developer do hereby agree as follows:

A. Work To Be Performed.

1. The Developer shall furnish to the City its Professional Housing Developer Services for certain work regarding the Market Rate Single Family Housing. All single family structures completed under this agreement shall be located within the municipal boundaries and shall have received a certificate of occupancy after ratification of this agreement.

2. Developer shall furnish to City its professional Housing Developer Services as provided by this Agreement. The specific duties include the production and delivering to the public Market Rate Single Family Housing Units in Hobbs. Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time.

3. Specific activities required are to develop privately owned real property in the City including designing, building and transferring to the public individual market rate single family housing units. The City's subsidy may include any or all of the following funding assistance from the City:

Incentives are available for installed public municipal infrastructure only, providing compliance with:

- a. Incentive not to exceed per square footage basis:
 - i. \$20.00 per sq. ft. in an in-fill areas
 - ii. \$15.00 per sq. ft. in new residential areas
 - iii. Calculation based on living area only

- b. Incentive not to exceed per unit basis:
 - i. \$17,000.00 per single family unit within an in-fill area
 - ii. \$15,000.00 per single family unit
 - iii. \$7,500 per multi-family unit

- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
 - i. **\$255.00 per lineal front footage** of complete public infrastructure, and further broken down as follows:
 1. **Water (\$45.00 / lf):**
 - a. Forty-Five dollars (\$45.00) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
 2. **Sewer (\$50.00 / lf):**
 - a. Fifty dollars (\$50.00) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
 3. **Street (\$125.00 / lf):**
 - a. One Hundred Twenty-Five dollars (\$125.00) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as defined within the City of Hobbs Major Thoroughfare Plan);
 4. **Sidewalk: (\$35.00 / lf):**
Thirty-five dollars (\$35.00) per equivalent front foot of lot to which sidewalk is provided;

Based on quantities of required publicly owned infrastructure installed supporting the project, the City Engineer shall determine if the value of the infrastructure is adequate as an equal exchange of value for the amount of City subsidy contributed to the market rate single family housing unit. The City Engineer shall resolve any issues concerning value or extent of infrastructure and amount of square footage of constructed housing units. Specifically, the City Engineer will determine the value or unit costs of the publicly owned infrastructure according to any City of Hobbs Annual Pavement/Concrete/Utility Contracts or public infrastructure projects and estimates.

B. Payment For Services.

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed **Three Hundred Thousand Dollars (\$300,000.00)**, unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.

4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

C. Construction Requirements.

Construction shall be of energy-efficient design per New Mexico Energy Conservation Code 2009, utilizing either stucco or brick on the exterior of all buildings.

D. Assignment of Agreement.

This Section refers to assignability of this Agreement, and not to assignability of the Project to be developed for housing. Developer shall not assign or transfer any interest in this Agreement. Except that Developer is permitted, upon City approval, to assign its interest to a Partnership or Corporation in which the Developer is the principal party or to an affiliated company, working with the Developer on the Project. Subject to the foregoing provision, this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns; provided that upon any assignment of this Agreement by either party, the other party shall not be released from any obligation under, or liability accruing pursuant to this Agreement. Consent shall not unreasonably be withheld by either party.

E. Insurance Requirements and Hold Harmless Provision.

1. Developer agrees to obtain and maintain appropriate insurance during the course of the development of market rate single family housing with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities resulting from the conduct, negligence, errors or omissions of Developer or any employee or agent of Developer while engaged in performing the services called for herein.

2. The Developer shall maintain insurance coverage for General Liability, Automobile Liability, Errors and Omissions Insurance, and Workers' Compensation, subject to review and approval of the City Attorney.

F. Governing Law and Provisions.

1. 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.

1. 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, including the expenses of in-house counsel.

G. Final Payment and Release of Claims.

1. Developer, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.
2. City, upon Developer's final completion of all work items and covenants required of the Developer under this Agreement, shall release the Developer from all liabilities, claims and obligations whatsoever arising from or under this Agreement, on the day that is ten (10) years following the date of the City's issuance of a final certificate of occupancy on the Project.

H. Amendments.

This Agreement shall not be altered, changed, or amended except by written instrument approved and executed by both parties hereto.

I. Breach.

1. The following events constitute a breach of this Agreement by Developer:
 - a) Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
2. The following events constitute a breach of this Agreement by City:
 - a) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

J. Remedies Upon Breach.

1. Any party may sue to collect any and all damages that may accrue by virtue of the breach of this Agreement.
2. 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.

K. Termination.

This Agreement shall be terminated upon the completion of all tenants herein specified or 365 days from date of ratification whichever comes first. A request for infrastructure reimbursement, for a qualified unit produced within the terms of this agreement, received after the Termination Date of this agreement will not be eligible for payment.

L. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN: **Lemke Development Inc., 4008 N. Grimes Street, Hobbs, NM 88240** and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

M. Entire Agreement.

The foregoing constitutes the entire agreement between the parties hereto and may be modified only in writing by the parties hereto.

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

City of Hobbs

Developer

By: Sam D. Cobb, Mayor

By: Lemke Development Inc.

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Valerie Chacon, City Attorney



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
October 21, 2024

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

DEPT OF ORIGIN: Legal

DATE SUBMITTED: 10/10/2024

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.

Fiscal Impact:

No fiscal impact.

Attachments:

Ordinance Amending Chapter 6 of the Animal Chapter
Affidavit of Publication - Hobbs News Sun

Recommendation:

Approve proposed ordinance.

Approved By:

Valerie Chacon, City Attorney 10/10/2024

Toby Spears, Finance Director 10/10/2024

Manny Gomez, City Manager 10/14/2024

CITY OF HOBBS

ORDINANCE NO. 1162

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 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;
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.

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 21st day of October, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA

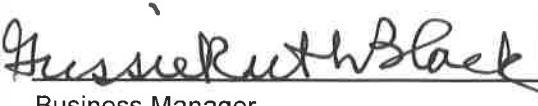
I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 1 issue(s).

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

Cruelty is defined as a person committing 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.

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



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
October 21, 2024

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

DEPT OF ORIGIN: City Clerk
DATE SUBMITTED: 10/9/2024
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

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. 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.

Fiscal Impact:

Funds for the project are budgeted in Fund 27, Line Item No. 274027-43003. A total amount of \$159,056.00 was carried over in the FY 25 budget for purchase of a replacement bus.

Attachments:

Resolution - Hobbs Express 1st Amendment to MOA FY 23-24
First Amendment FY24 MOA City of Hobbs.signed
Hobbs FY 23-24 MOA signed

Recommendation:

Motion to approve the resolution and First Amendment to Memorandum of Agreement.

Approved By:

Jan Fletcher, City Clerk	10/10/2024
Toby Spears, Finance Director	10/10/2024
Valerie Chacon, City Attorney	10/11/2024
Manny Gomez, City Manager	10/14/2024

CITY OF HOBBS

RESOLUTION NO. 7559

**A RESOLUTION AUTHORIZING A FIRST AMENDMENT TO
FY 23-24 MEMORANDUM OF AGREEMENT WITH THE
NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT)
RELATED TO PUBLIC TRANSPORTATION SERVICES**

WHEREAS, the NMDOT and the City of Hobbs entered into a Memorandum of Agreement designated as Contract No. M01900 on December 13, 2023, under 49 U.S.C. Section 5311, for operation of public transportation services; and

WHEREAS, the City was awarded capital funding under the Agreement for purchase of a replacement bus and additional time is needed to procure during FY 20 to complete the procurement process for obligating vehicle purchase funds; and

WHEREAS, the original Agreement provides that it may be amended by written consent of both parties and it has become necessary to extend the time period to obligate the funds until August 31, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be, and he hereby is, authorized and directed to take all necessary and appropriate action to effectuate this resolution and specifically to execute, on behalf of the City of Hobbs, a First Amendment to Memorandum of Agreement with the NMDOT to extend the time period to obligate the funds until August 31, 2025. A copy of the Memorandum of Agreement and First Amendment is attached hereto and incorporated herein by reference.

PASSED, ADOPTED AND APPROVED this 21st day of October, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

CONTRACT NO: M01900/1
VENDOR NO: 54339

FISCAL YEAR 2024 (FY24)
FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT
BETWEEN
THE NEW MEXICO DEPARTMENT OF TRANSPORTATION
AND
CITY OF HOBBS

This First Amendment is to the Memorandum of Agreement between the **STATE OF NEW MEXICO**, acting through its **DEPARTMENT OF TRANSPORTATION** (Department) and the **CITY OF HOBBS**, (Subrecipient). This first amendment is effective as of the date of the last party to sign it on the signature page below.

Recitals

Whereas, the Department and the Subrecipient entered into a Memorandum of Agreement designated as Contract No. **M01900** on **December 13, 2023**;

Whereas, Section 51 allows the parties to alter the Agreement by written consent of both parties hereto;

Whereas, it is necessary to modify the term of the Agreement in order to complete the procurement process for obligating vehicle purchase funds;

Now, therefore, pursuant to NMSA 1978; Section 67-3-69, the parties agree as follows:

A. Replace Section 6. Term with the following:

Upon the signature of all parties, this Agreement becomes effective with a starting date of October 1, 2023. Costs incurred under this agreement for Administration and Operating expenses from October 1, 2023, to September 30, 2024, are eligible for reimbursement. Vehicle purchase funds obligated by contract by August 31, 2025, are eligible for reimbursement. Capital equipment acquisition funds obligated by contract by August 31,

2025, are eligible for reimbursement. Capital rehab/renovation and construction project funds obligated by contract by August 31, 2026, are eligible for reimbursement. All other obligations set forth in the original Agreement shall remain in full force and effect unless expressly amended or modified by this **First Amendment**.

In Witness Whereof, each party is signing this Agreement on the date stated below that party's signature.

**NEW MEXICO DEPARTMENT OF
TRANSPORTATION**

CITY OF HOBBS

NMDOT Cabinet Secretary or Designate

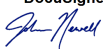
Signature

Name/Title (please print)

Date

Date

Approved as to Form and Legal Sufficiency by the Department's Office of General Counsel.

DocuSigned by:

John Newell
Assistant General Counsel
C750GEC1625D488...

09/06/24

NMDOT Assistant General Counsel

Date

FISCAL YEAR 2024 (FY 24)
MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

AND

CITY OF HOBBS

This Agreement is between the **STATE OF NEW MEXICO**, acting through its **DEPARTMENT OF TRANSPORTATION**, Transit and Rail Division (Department), and the **CITY OF HOBBS** (Subrecipient). This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

Whereas, 49 U.S.C. Section 5305(e) provides federal assistance for public transportation statewide planning that can be used to provide technical assistance to subrecipients for planning purposes;

Whereas, 49 U.S.C. Section 5307 provides federal assistance for public transportation in small urbanized areas by way of a formula grant program which may be administered by the state;

Whereas, 49 U.S.C. Section 5310 provides federal assistance for public transportation to meet the special needs of seniors and individuals with disabilities by way of a formula grant program administered by each state;

Whereas, 49 U.S.C. Section 5311 provides federal assistance for public transportation in rural areas by way of a formula grant program administered by each state;

Whereas, 49 U.S.C. Section 5339 provides federal assistance for buses and bus-related equipment and facilities by way of a formula and discretionary grant program administered by each state;

Whereas, the State of New Mexico participates in the 49 U.S.C. Section 5305(e), 49 U.S.C. Section 5307, 49 U.S.C. Section 5310, 49 U.S.C. Section 5311, and U.S.C. Section 5339 programs, collectively referred to herein as the Program;

Whereas, the Governor of the State of New Mexico designated the Department to administer the Program funds; and

Whereas, the Subrecipient applied for financial assistance for public transportation services, which was approved by the Department and the Federal Transit Administration (FTA).

Now, therefore, pursuant to Section 67-3-69 NMSA 1978, the parties agree as follows:

1. Scope of Program.

- A. **Operations Profile.** The Subrecipient shall provide transportation services to the public within its service area as specified in the Application, which is incorporated by reference and is on file with the Department and the Subrecipient.
- B. **Use of Program Equipment.** The Subrecipient agrees that any Program equipment purchased under this Agreement shall be used to provide public transportation service within the area described in the Operations Profile. If the equipment is not used in this manner or withdrawn from service, the Subrecipient shall notify the Department in accordance with *Section 15. Use of Program Equipment*.

- C. **Use of Program Funds.** The services described in the Operations Profile shall remain intact throughout the term of this Agreement. The Subrecipient shall notify and seek prior approval from the Department if there will be an elimination or a reduction of services greater than twenty percent (20%). Failure to provide notice shall give the Department cause for termination, as described in *Section 7. Termination for Cause*.
- D. **Fare Schedule.** The fare schedule, which shall be approved by the Subrecipient's governing body, shall be stated in the approved Operations Profile. The Subrecipient shall provide the Department prior notification of any changes to the fare schedule and documentation of governing body approval.
- E. **Advertising and Public Information.** The Subrecipient shall implement an advertising and information program. Acceptable methods include but are not limited to: websites, social media, apps, trip planners, brochures, fliers and handbills, signs and posters, radio announcements, press releases and articles in local and organization newspapers, bulletins, and newsletters. Subrecipients operating fixed and deviated routes shall maintain General Transit Feed Specification (GTFS) data. In addition, the name of the service together with the words "Public Transportation" shall be prominently displayed on all vehicle(s) and be readable at a distance of no less than thirty (30) feet. Painted or affixed signing with a decal is acceptable. Magnetic signs are not acceptable. The name shall indicate that the service is a transportation system open to the public. The Subrecipient shall have a telephone number established and operative during hours of transportation services so that the public can access information. All methods of advertising and the signs on the vehicles shall include the telephone number.
- F. **Personnel.** The Subrecipient shall maintain and update organizational contacts in BlackCat Transit Data Management System (BlackCat).
2. **Cost of Program.**

The Department shall provide partial funding to the Subrecipient to cover expenses of the Program as described in the approved Operations Profile in an amount described below:

Subaward FY 24

City of Hobbs	Federal
Administration (80/20) Section 5311	\$ 77,515.81
Operating (50/50) Section 5311	\$ 525,207.28
Capital to Sub-recipient (80/20) Section 5339	\$ 181,883.20
Capital to Sub-recipient (80/20) Section 5339	\$ 9,465.31
Total Administration, Operating and Capital	\$ 794,071.60

Vehicle purchase funds that are not obligated by contract by August 31, 2024, may revert to the Department. Capital equipment acquisition funds that are not obligated by contract by August 31, 2025, may revert to the Department. Capital rehab/renovation and construction project funds that are not obligated by contract by August 31, 2026, may revert to the Department.

This program is funded with grants provided by the FTA Section 5305 Statewide Transportation Planning Formula Program, Assistance Listing number 20.505; FTA Section 5307 Urbanized Area Formula Program, Assistance Listing number 20.507; FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program, Assistance Listing number 20.513; FTA Section 5311 Formula Grants for Rural Areas, Assistance Listing number 20.509; and FTA Section 5339 Bus and Bus Facilities Formula and Discretionary Program, Assistance Listing number 20.526. (**Attachment A.**) The Department's share of Program expenses shall be obtained from the federal government. State funds will not be earmarked or disbursed to fund the Program. The Department shall not be responsible for any other costs incurred by the Subrecipient. The Subrecipient shall take all actions necessary to fund its share of the Program.

3. Method of Payment.

The Department shall reimburse the Subrecipient for the Department's share of Program administration, operating assistance, and/or non-vehicle capital upon receipt of invoices with sufficient supporting documentation as determined and approved by the Department indicating that expenses have been paid and/or money is owed.

The Subrecipient is to submit Budget Summary Reports for administration and/or operating assistance on a monthly basis, to be received by the Department by the 25th day of the following month. Reimbursement requests for non-vehicle capital shall be submitted within 30 days of payment to the vendor.

All reimbursement requests shall be submitted to the Department utilizing BlackCat. All expenses must be actual and listed on the invoice as charged. Rounding up or down, other than the total, is not permitted. Only those expenses or percentage thereof, properly documented and deemed eligible, shall be reimbursed. The Department may withhold payment of invoices that are incorrect and/or incomplete.

For Subrecipients that receive capital assistance for vehicle purchases, the Department shall either reimburse the Subrecipient or the vendor (capital to vendor) on behalf of the Subrecipient for the Department's share of Program costs upon receipt of invoices, with sufficient supporting documentation as determined and approved by the Department, indicating that expenses have been paid and/or money is owed. The Subrecipient should refer to the Vehicle Purchase Procedures in the Global Resources section of BlackCat for payment procedures.

4. Eligible Costs.

- A. Eligible Costs are those costs attributable to and allowed under the Program and the provisions of 2 CFR Parts 200 and 1201, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- B. Costs incurred by the Subrecipient prior to the effective date of this Agreement or after termination are not eligible for reimbursement.
- C. Within sixty (60) days after completion of this Agreement, the Subrecipient shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expense of the Program.
- D. Match shall be provided from eligible matching sources.

5. State General Appropriation Funds Not Obligated.

Nothing in this Agreement shall be construed as obligating State general appropriation funds for payment of any debt or liability arising under this Agreement. The parties expressly acknowledge that all payments made under this Agreement are from federal funds appropriated for these purposes.

6. Term.

Upon the signature of all parties, this Agreement becomes effective with a starting date of October 1, 2023. Costs incurred under this agreement for Administration and Operating expenses from October 1, 2023, to September 30, 2024, are eligible for reimbursement. Vehicle purchase funds obligated by contract by August 31, 2024, are eligible for reimbursement. Capital equipment acquisition funds obligated by contract by August 31, 2025, are eligible for reimbursement. Capital rehab/renovation and construction project funds obligated by contract by August 31, 2026, are eligible for reimbursement.

7. Termination for Cause.

The Department has the option to terminate this Agreement if the Subrecipient fails to comply with any provision. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Subrecipients breaches on which the termination is based.

The Department may provide the Subrecipient a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Subrecipient has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Subrecipient has not begun and proceeded in good faith to correct the breach, the Department may declare the Subrecipient in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law. Upon termination of this Agreement, the Subrecipient shall return the Program equipment as specified in *Section 1. Scope of the Program*.

8. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice from the Department to the Subrecipient. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

9. Termination Management, Allowable Costs.

In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform. The Subrecipient shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the Department or its duly authorized representative. The Subrecipient shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this Agreement.

10. Breach and Dispute Resolution.

Disputes which cannot be resolved informally by the parties shall be decided in writing by a representative of the Department's Transit and Rail Division. The Subrecipient has ten (10) days from receipt of the decision to file a written appeal with the Transit and Rail Division. Upon appeal, the Subrecipient will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit and Rail Division on appeal shall be binding.

11. Procurement Requirements.

The Subrecipient shall purchase Program equipment pursuant to procedures established by 2 CFR Parts 200 and 1201, the United States Department of Transportation (U.S. DOT), the FTA, applicable New Mexico State Law, and the standards set forth in: Third Party Contracting Guidance, FTA Circular 4220.1F; and the Americans with Disabilities Act of 1990, Pub. L. No. 101-336.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(j) as amended by the Infrastructure Investment in Jobs Act (IIJA).

Prior to awarding a bid award or execution of a contract for services or capital equipment in excess of \$10,000, the Subrecipient shall seek concurrence in writing from the Department.

12. Rolling Stock.

In acquiring rolling stock, the Subrecipient agrees that the parties are bound by the following provisions:

- A. **Method of Acquisition.** In compliance with 49 U.S.C. Section 5325(f), the Recipient agrees that any third party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.

- B. **Multi-year Options.** In accordance with 49 U.S.C. Section 5325(e)(1), a Recipient procuring rolling stock financed with Federal assistance under 49 U.S.C. Chapter 53 may not enter into a multiyear contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.
- C. **Buy America.** The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments to those regulations that may be promulgated.
- D. **Pre-Award and Post-Delivery Audits.** The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(m) and FTA regulations, "Pre Award and Post Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any amendments to those regulations that may be promulgated.
- E. **Bus Testing.** To the extent applicable, the Recipient agrees to comply with the requirements of 49 U.S.C. Section 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

13. Insurance.

The Subrecipient shall maintain liability, comprehensive, collision, and uninsured motorist insurance adequate to protect the Program equipment, and satisfactory to the Department. The Department shall be named as an additional insured and a loss payee on Subrecipient's policy for each vehicle on which the Department has a lien. A certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance. The Subrecipient shall provide the Department documentation of subsequent renewals and shall keep on file a copy of the insurance policy, which shall be accessible to the Department.

The Subrecipient shall require contractors and subcontractors hired to perform the services under this Agreement to have a commercial general liability insurance policy. The Department shall be named as an additional insured on the contractor's and subcontractor's policy and a certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.

The Subrecipient shall require contractors and subcontractors hired to perform services under this Agreement to indemnify, defend and hold harmless the State of New Mexico, the Department, its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury, including death or damages arising out of contractors' or subcontractors' construction or maintenance activities pursuant to this Agreement, as memorialized herein and subject to any additional permit that may be required of the contractor or subcontractor to perform said activities.

14. New Mexico Tort Claims Act.

As between the Department and the Subrecipient, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.*, NMSA 1978. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by the common law of the New Mexico Tort Claims Act.

15. Use of Program Equipment.

- A. A Program Vehicle Inventory shall be completed for each vehicle used in the program and entered into BlackCat within thirty (30) days of delivery. Post Delivery Inspection forms shall be completed before the vehicle is placed into service. The forms shall be uploaded to the corresponding vehicle inventory in BlackCat. Vehicle Inventory shall be reported and updated within BlackCat on a quarterly schedule, and as changes to the vehicle inventory occur.

- B. The Subrecipient shall maintain a current written fleet maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up. Major corrective maintenance, warranty tracking and claims recovery, and recall notifications shall be reported in BlackCat as they are received and updated as repairs are completed.
- C. The Subrecipient shall follow the equipment manufacturer's minimum standards and recommended preventive maintenance schedules. The Subrecipient shall maintain the equipment in a clean, safe, and mechanically sound condition. The Department or its authorized representative has the right to conduct periodic inspections during normal business hours for the purpose of confirming property maintenance pursuant to this clause.
- D. The Subrecipient shall keep Vehicle Inspection Records before and/or after the use of each transit vehicle.
- E. Each vehicle shall be equipped with a fire extinguisher, first aid kit (including a blood borne pathogens/biohazard kit), fluorescent triangles and/or safety flares, reflective vests for drivers, flashlights, and web cutters/seat belt cutters, while the vehicle is in operation.
- F. Program Facilities Inventory shall be completed for each facility used in the Program. The Program Facility Inventory shall be reported and updated within BlackCat on an annual schedule, and, as changes to the facility inventory occur.
- G. The Subrecipient shall maintain a current written facility maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up.
- H. The Program equipment shall be used to provide public transportation service within the described service area and in the manner described in *Section 1. Scope of Program*.
- I. Failure to use Program equipment as described in *Section 1. Scope of Program* shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- J. The Subrecipient shall notify the Department immediately of vehicular/facilities accidents, thefts, or vandalism involving Program equipment. All supporting documentation relating to the incident, including police reports, damage assessments, and insurance claims shall be reported and uploaded in BlackCat to the corresponding inventory record. Failure to notify the Department shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- K. All program equipment that is damaged in an accident, by vandalism, or weather is to be repaired or replaced depending on the physical and monetary extent of the damage and according to its scheduled final disposition.
- L. If the Subrecipient wants to remove any Program equipment from service or dispose of such equipment either as a result of planned withdrawal, casualty loss, or transfer, the Subrecipient shall submit a completed disposition or transfer request in BlackCat including all relevant and required supporting documentation. The Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.
- M. The Department may require that Program equipment purchased under FTA programs, on which liens are held, be returned to the Department. Such Program equipment shall be returned in good working condition within ten (10) business days or as stipulated by the Department. If the Subrecipient fails to return the equipment, the Department, as the recorded lien holder, shall have the right to immediately repossess the vehicle(s) by whatever means available to it under New Mexico law.
- N. Upon termination of the Agreement under *Section 7. Termination for Cause*, the Subrecipient shall not be eligible for reimbursement of any costs associated with the vehicle(s) purchase or be entitled to damages

arising from Program operations, except that the Subrecipient shall be reimbursed for its pro-rata share of the Program equipment's depreciated value as determined by the straight-line depreciation method.

- O. The Subrecipient agrees that no modifications will be made to Program vehicle(s) with liens held by the Department without prior written approval of the Department. If unapproved modifications are made, the Subrecipient is responsible for the cost of restoring the vehicle(s) to its original condition.

16. Charter Bus Requirements.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. Part 604.9. Any charter service provided under one of the exceptions shall be "incidental." For example, it shall not interfere with or detract from the provision of mass transportation.

17. School Bus Requirements.

Pursuant to 49 U.S.C. Section 5323(f) and 49 C.F.R. Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub recipients may not use federally funded equipment, vehicles, or facilities.

18. Certificate of Title for Vehicles.

Any title to capital equipment the Subrecipient purchases will reflect in a lien in favor of the Department. The liens will remain in effect according to the following schedule:

Category	Approx. GVW	Minimum Life (either years or miles)	
		Years	Miles
Heavy-Duty Large Bus	33,000 to 40,000lbs	15	625,000
Medium-Duty and Purpose-Built Bus	16,000 to 26,000lbs	10	285,000
Light-Duty Mid-Sized Bus	10,000 to 16,000lbs	8	240,000
Light-Duty Small Bus, Cutaway, and Modified Van	6,000 to 14,000	7	175,000

The Subrecipient shall pay all costs associated with obtaining, securing, and maintaining titles and liens including the payment of all applicable taxes and fees.

19. Duration of Lien.

The Subrecipient shall not pledge or collateralize any vehicles purchased under this Agreement without written authorization from the Department. This restriction is in effect from the date a title certificate is issued to when the Department releases the lien pursuant to *Section 18. Certificate of Title for Vehicles*. For specifics on disposition of vehicles after title lien is released, the Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.

20. Reporting Requirements.

- A. **Monthly Budget Summary Reporting.** Section 5311 Subrecipients shall submit a monthly invoice/report using BlackCat to include financial expenditures and service data, as described in *Section 3. Method of Payment*. This monthly invoice shall be submitted to the Department by the 25th of the following month.
- B. **Vehicle/Facility Updates.** Section 5310 and Section 5311/5339 Subrecipients shall report *all* vehicle/facilities inventories within the BlackCat system as well as updates to the vehicle/facilities inventories as they occur.
- C. **Quarterly Section 5310 Ridership and Vehicle Inventory Reporting.** Section 5310 Subrecipients shall report Section 5310 ridership statistics quarterly within BlackCat system. Quarterly Ridership Reports are due thirty (30) days after the quarter ends. Reports are due January 30, April 30, July 30, and October 30 respectively. For 4th quarter reports, subrecipients shall upload certificates of insurance documenting compliance with *Section 13. Insurance*.
- D. **Drug and Alcohol Quarterly Testing Report.** Section 5311 Subrecipients will submit a quarterly Testing Report in BlackCat for each quarter of the calendar year. Subrecipients will also conduct one (1) breath alcohol test observation and two (2) urine collection observations during the calendar year. Completed checklists shall be submitted with the corresponding quarterly testing report during the quarter in which the test(s) were observed. Reports are due January 31, April 30, July 31, and October 31 respectively.
- E. **Semi-annual Disadvantaged Business Enterprise (DBE) Reporting.** Section 5311 Subrecipients will submit in BlackCat semi-annual DBE reports due May 15 (for the period October 1 to March 31) and due November 15 (for the period April 1 to September 30).
- F. **National Transit Database (NTD) Rural Report.** Section 5311 Subrecipients will submit an annual NTD report, as required by 49 U.S.C. Section 5335, due December 15.
- G. **Drug and Alcohol Management Information System (MIS) Data.** Section 5311 Subrecipients will submit drug and alcohol testing data for the previous calendar year using the Management Information System (MIS) Data Collection Form to the entity designated by the Department before March 1 of each year.
- H. **Drug and Alcohol Compliance Review/Report.** Section 5311 Subrecipients will participate in Drug and Alcohol Compliance Reviews by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies cited in the final report and respond to all recommendations in the final report.
- I. **Technical Assistance and Compliance Review/Report.** Section 5310 and Section 5311/5339 Subrecipients will participate in a Technical Assistance and Compliance Review by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies cited in the final report and respond to all recommendations in the final report.
- J. **Transit Asset Management (TAM) Reporting.** Section 5310 and Section 5311 Public Transit Providers may participate in a group TAM Plan sponsored by The Department (49 U.S.C. 625). All TAM plan participants shall sign a TAM Plan Approval Statement and assign an Accountable Executive to be identified in BlackCat. TAM reporting requires participants to maintain updated asset/facility inventories and condition assessments in BlackCat.

The Department may withhold payment of monthly invoices if reports are not submitted in a timely manner, are incorrect and/or incomplete. The Subrecipient's failure to submit reports in a timely manner on the dates specified shall be a material breach of this Agreement and shall be subject to termination as provided in *Section 7. Termination for Cause*.

21. Retention of Records.

The Subrecipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred in the Program for three (3) years after the date of termination or expiration of this Agreement.

22. Access to Records.

The Subrecipient shall grant authorized representatives of the Department, the State, and the federal government access to books, documents, papers, reports, and records of the Subrecipient or its contractors or subcontractors, which are directly pertinent to this Agreement, for the purpose of making audits, examination excerpts, and transcriptions. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Subrecipient shall reimburse the Department for any expenditure for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the Department, the State or federal government.

23. Audit.

Pursuant to New Mexico administrative code 2.2.2.8(D), all governmental agencies are required to have their financial affairs thoroughly examined and audited each year by the Office of the State Auditor or independent auditors approved by the Office of the State Auditor. The list of approved auditors can be found [here](#).

The Subrecipient shall ensure that an annual audit of the Program based on the Subrecipient's fiscal year shall be conducted pursuant to 2 CFR Parts 200 and 1201.

24. Audit Exceptions.

If federal or State audit exceptions are made, the Subrecipient shall reimburse all costs incurred by the State and the Department associated with defending against the exceptions, which includes but is not limited to costs of performing a new audit or a follow-up audit, court costs, attorneys' fees, travel costs, penalty assessments.

Immediately upon notification from the Department, the Subrecipient shall reimburse the amount of the audit exception and any other related costs directly to the Department. In the notification, the Department may inform the Subrecipient of the Department's election to withhold an amount equal to the payment owed under this Section from any future distribution owed to Subrecipient under this Agreement.

25. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

26. Contracting and Assignment.

The Subrecipient shall not contract or permit to have subcontracted any portion of this Agreement without prior written approval of the Department. No such contracting or subcontracting shall relieve the Subrecipient from its obligations and liabilities under this Agreement, nor shall any contracting or subcontracting obligate payment from the Department.

Except to a successor in kind, the Subrecipient shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement without the prior written approval of the Department.

Should contract(s), subcontract(s) or an assignment be authorized by the Department, the contractor(s), subcontractor(s) and assignor(s) shall be subject to all provisions of this Agreement. It shall be the Subrecipient's responsibility to duly inform the contractor(s), subcontractor(s) and assignor(s) by means of a contract or other legally binding document stipulating responsibility to this Agreement.

27. Training.

The Subrecipient shall ensure that all drivers described in the Operations Profile are trained in accordance with the Department's Training Standard Operating Procedures. The Subrecipient should refer to the Training Procedures in the Global Resources section of BlackCat. Should the Subrecipient fail to satisfy the terms and conditions as outlined, the Subrecipient may be found to be in breach of contract and subject to the provisions of *Section 7. Termination for Cause*.

28. No Federal Government Obligation to Third Parties.

- A. The Department and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Department, Subrecipient, or any other party (whether or not a party to the Agreement or any contract or subcontract) pertaining to any matter resulting from the Agreement.
- B. The Subrecipient agrees to include the above clause in each contract or subcontract financed in whole or in part with federal assistance provided by FTA. It further agrees that the clause shall not be modified, except to identify the contractor or subcontractor who will be subject to its provisions.

29. Drug and Alcohol Testing.

- A. The Subrecipient will implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655, produce documentation necessary to establish its compliance, permit authorized representatives of the U.S. DOT or the Department to inspect the facilities and records associated with the drug and alcohol testing program, and review the testing process.
- B. The Subrecipient will submit for review and approval a copy of its Policy Statement developed to implement its drug and alcohol testing program.
- C. The Subrecipient agrees to participate in the Department's consortium.
- D. The Subrecipient agrees to develop a drug and alcohol program standard operating procedures desk manual.
- E. The Subrecipient will participate in Department-provided training opportunities.

30. Labor Warranty.

The Section 5311 Subrecipient agrees to comply with the terms and conditions of the Special 49 U.S.C. Section 5333(B) Labor Protection Warranty. The Subrecipient will assume all legal and financial responsibility relative to compliance with the terms and conditions of the Warranty.

31. Transit Employee Protection Guidelines.

The Section 5307 Subrecipient agrees to protect transit employees pursuant to Section 5333(b) of Title 49 U.S. Code. The Subrecipient shall provide for the preservation of rights and benefits of employees under existing collective bargaining agreements, continuation of collective bargaining rights, and protection of individual employees against a worsening of their positions in relation to their employment, assurances of employment to employees of acquired transit systems, priority of reemployment, and paid training or retraining programs.

32. Civil Rights Laws and Regulations Compliance.

The Subrecipient shall comply with all federal, State, and local laws and ordinances applicable to the work called for under this Agreement.

A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, disability, or other protected class. The Subrecipient shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue. The Nondiscrimination Assurance is attached as **Assurance 3**.

B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Agreement:

1. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Part 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including gender identity and sexual orientation). Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.
2. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient shall comply with any implementing requirements FTA may issue.
3. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. Section 12112, the Subrecipient agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

C. The Subrecipient shall include these requirements in each contract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

D. The Subrecipient also agrees to ensure that these requirements are included in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

33. DBE Policy.

- A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department's proposed overall goal for FTA participation for the 2023 fiscal year is 21.3%, through race-neutral means.
- B. The Subrecipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the performance of the Agreement. The Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Program. Failure by the Subrecipient to carry out these requirements is a material breach of the Agreement, which may result in the termination or other such remedy as the Department deems appropriate. Each contract the Subrecipient signs with a contractor shall include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The Subrecipient agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of U.S. DOT assisted contracts. The Subrecipient will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- D. The Subrecipient is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the awarded contractor's receipt of payment for that work from the Department.
- E. The Subrecipient shall promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work and shall make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The Subrecipient may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

A subrecipient of FTA funds shall meet applicable DBE requirements when funds are used in whole or in part to finance procurements of and contracts for applicable products and services. A subrecipient with contracting opportunities shall sign and submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients*, which is attached as **Certification 1**.

34. ADA Access.

The Subrecipient shall comply with 49 U.S.C. Section 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for seniors and individuals with disabilities. The Subrecipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973; with 29 U.S.C. Section 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA); 42 U.S.C. Sections 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, 42 U.S.C. Sections 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities.

35. Program Fraud and False or Fraudulent Statements or Related Acts.

- A. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. Sections 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this program. The Subrecipient certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant Agreement or the FTA assisted program for which this work is being performed. The Subrecipient further acknowledges that if it makes, or causes to be

made, a false, fictitious or fraudulent claim, statement, submission or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the federal government deems appropriate.

- B. The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a program that is financed in whole or in part with federal assistance originally awarded by FTA, the federal government reserves the right to impose the penalties of 18 U.S.C. Section 1001 on the Subrecipient to the extent the federal government deems appropriate.
- C. The Subrecipient certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with Federal Transit Administration funds. The Subrecipient further agrees that these clauses shall not be modified, except to identify the contractor or subcontractor subject to its provisions.
- D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, NMSA 1978, Sections 44-9-1 through 44-9-14.

36. Lobbying.

A subrecipient receiving \$100,000 or more of 49 U.S.C. Section 5311 funds shall file the Lobbying Certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying" with the application. The Subrecipient shall certify that it has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. Section 1352.

Before awarding a third-party contract exceeding \$100,000, the Subrecipient shall obtain a signed Lobbying Certification from the contractor. Each tier below the contractor awarded a subcontract exceeding \$100,000 shall also provide a Lobbying Certification. Such disclosures are forwarded from tier to tier up to the Subrecipient.

37. Officials Not to Benefit.

Neither any member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

38. Clean Water and Air Requirements.

- A. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33U.S.C. Sections 1251 *et seq.*, and the Clean Air Act, 42 U.S.C. Sections 7401 *et seq.* The Subrecipient agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency Regional Office.
- B. The Subrecipient agrees to include these requirements in each contract or subcontract exceeding \$150,000.00 and financed in whole or in part with federal assistance provided by the FTA.

39. Energy Conservation

The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

40. Debarment and Suspension.

Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. Section 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989 31 U.S.C. Section 6101 note, as implemented by 2 C.F.R. Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200 prohibits FTA subrecipients from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. Subrecipients shall include the certification and instruction language contained at 2 C.F.R. Part 1200 in all Invitations for Bids and Requests for Proposals (for inclusion by contractors and subcontractors in their bids or proposals) for all contracts expected to equal or exceed \$25,000.00, regardless of the type of contract to be awarded.

The Subrecipient is required to verify that none of the Subrecipient's principals or affiliates are excluded or disqualified as defined, as defined by 2 C.F.R. Part 1200. By signing and submitting this Agreement, the Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder/Subrecipient or proposer/Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder/Subrecipient or proposer/Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 1200 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/Subrecipient or proposer/Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

41. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient shall promptly notify the Department so that it can notify the Federal Government. The Subrecipient shall include a similar notification requirement in its third-party agreements and shall require each third-party participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.230 and 1200.230. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

42. Seat Belt Use

The Subrecipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

43. Safe Operation of Motor Vehicles

The Subrecipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(i) Safety. The Subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Subrecipient owns, leases, or rents, or a

privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) Recipient Size. The Subrecipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) Extension of Provision. The Subrecipient agrees to encourage its contractors to comply with this Special Provision and include this Special Provision in each third-party contract at each tier supported with federal assistance.

44. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

[Public Law 115-232](#), section 889, prohibits entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

45. Central Contractor Registration Requirements.

Prior to payment of invoices and receipt of vehicles and equipment, the Subrecipient shall register and maintain current registration in the Central Contractor Registration website, <http://www.sam.gov>. Registration requires having a Dun and Bradstreet Data Universal Number (DUNS), see <http://www.dnb.com>. The Department will not provide vehicles, or make payments, until the Subrecipient demonstrates that it is registered with the System for Award Management (SAM) website.

46. Federal Grant Reporting Requirements.

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of \$25,000 or more. This information will be made available to the public on www.USAspending.gov.

The type of information the Department is required to report includes:

- Name of Subrecipient receiving the award,
- Amount of Award,
- Funding Agency,
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants,
- Program source,
- Award title descriptive of the purpose of the funding action,
- Location of the Subrecipient, which includes the Congressional District,

- Place of performance of the program or activity, which includes the Congressional District,
- Unique Entity Identifier of the Subrecipient and its parent organization, if one exists, and
- Total compensation and names of the top five executives of the Subrecipient. This information is required, if the Subrecipient in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Subrecipient's grant application and standard reports. However, the Subrecipient will be required to provide additional information, which includes the total compensation and names of the Subrecipient's top five executives, if applicable. As specified earlier in Section 42, "Central Contractor Registration Requirements," of this Agreement, the Subrecipient shall register with SAM.gov and provide that information to the Department.

47. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

48. Scope of Agreement.

This Agreement incorporates all of the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreements or understandings of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

49. Applicable Law and Venue; Federal Changes.

The Subrecipient shall comply with all federal, State, and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current year's Master Agreement between the Department and the FTA. The Subrecipient shall make as part of this Agreement between the Department and the Subrecipient the assurances and warranties which were signed as part of the grant award. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

50. Incorporation of FTA Terms.

Provisions of this Agreement include, in part, certain Standard Terms and Conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circulars 4230.1F, and 9040.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current Federal Transit Administration Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration. The Master Agreement can be viewed on the web at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>.

51. Amendment.

The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties. Specifically excluded from this requirement are revisions to transportation services and fare schedules identified in the Operations Profile. *Section 1. Scope of Program, Paragraphs C and E*, details how such changes are to be approved and documented.

In witness whereof, each party is signing this Agreement on the date stated below that party's signature. This Agreement becomes effective on the date the last party signed the Agreement.

New Mexico Department of Transportation

DocuSigned by:

Ricky Serna

5940E8A6255842F...

NMDOT Cabinet Secretary or Designate

CITY OF HOBBS



Signature

SAM D. COBB, Mayor

Name/Title (please print)

12/13/2023

Date

11-6-23

Date

Approved as to Form and Legal Sufficiency by the Department's Office of General Counsel.

DocuSigned by:



Anna Novell
Assistant General Counsel

C750CEC1625D488...

NMDOT Assistant General Counsel

9/29/2023

Date

ATTACHMENT A

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

ATTACHMENT A-1

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Hobbs, City of
(ii) Subrecipient's unique entity ID;	T6JWFF1SWNW3
(iii) Federal Award Identification Number (FAIN);	NM-2023-027
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	4/28/2022
(v) Subaward Period of Performance Start and End Date;	10-01-2023 thru 09-30-2024
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	Administrative \$77,515.80 Operating \$525,207.28
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	Administrative \$77,515.80 Operating \$525,207.28
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	Administrative \$77,515.80 Operating \$525,207.28
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	FY22 5311 Rural Transit Appropriation for FY24 Program Funding Award
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -699-4350, DavidC.Harris@dot.nm.gov, P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	20.509
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

ATTACHMENT A-2

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Hobbs, City of
(ii) Subrecipient's unique entity ID;	T6JWFF1SWNW3
(iii) Federal Award Identification Number (FAIN);	NM-2023-XXX
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	4/28/2022
(v) Subaward Period of Performance Start and End Date;	10-01-2023 thru 08-31-2025
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	Capital \$191,348.51
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	Capital \$191,348.51
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	Capital \$191,348.51
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	FY22 5339(a) Buses and Bus Facilities Formula Appropriation for FY24 Program Funding Award
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -699-4350, DavidC.Harris@dot.nm.gov, P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	20.526
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

**NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION**

**NONDISCRIMINATION ASSURANCE AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS**

INTRODUCTION AND INSTRUCTIONS:

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

On behalf of this Agreement, the **CITY OF HOBBS**; hereinafter referred to as “**Subrecipient**” assures that:

1. Subrecipient will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:

- a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
- b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
- c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
- d. Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq.,
- f. U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25,
- g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, et seq.,
- h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.,
- i. U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21,
- j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
- k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.

2. Subrecipient will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

NONDISCRIMINATION ASSURANCE 3

3. As required by 49 CFR § 21.7:

a. Subrecipient will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:

- (1) Subrecipient implements its Award,
- (2) Subrecipient undertakes property acquisitions, and
- (3) Subrecipient operates all parts of its facilities, as well as its facilities operated in connection with its Award.

b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.

c. Subrecipient will promptly take the necessary actions to carry out this assurance, including the following:

- (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
- (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.

d. If Subrecipient transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:

- (1) While the property is used for the purpose that the federal assistance is extended, or
- (2) While the property is used for another purpose involving the provision of similar services or benefits.

e. The United States has a right to seek judicial enforcement of any matter arising under:

- (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
- (2) U.S. DOT regulations, 49 CFR part 21, or
- (3) This assurance.

f. Subrecipient will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:

- (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
- (2) U.S. DOT regulations, 49 CFR part 21, and
- (3) Federal transit law, 49 U.S.C. § 5332.

g. Subrecipient will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.

h. Subrecipient will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:

- (1) Subrecipient,
- (2) Transferee,
- (3) Third Party Contractor or Subcontractor at any tier,
- (4) Successor in Interest,
- (5) Lessee, or
- (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).

i. Subrecipient will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:

- (1) Subagreement at any tier,
- (2) Property transfer agreement,
- (3) Third party contract or subcontract at any tier,

NONDISCRIMINATION ASSURANCE 3

- (4) Lease, or
- (5) Participation agreement.

j. The assurances you have made on your behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:

- (1) Federal assistance is provided for its Award,
- (2) Subrecipient property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
- (3) Subrecipient retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,
- (4) Subrecipient transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or
- (5) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:

a. Subrecipient will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:

- (1) Construct any facility,
- (2) Obtain any rolling stock or other equipment,
- (3) Undertake studies,
- (4) Conduct research, or
- (5) Participate in any benefit or obtain any benefit from any FTA administered program.

b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability be:

- (1) Excluded from participation,
- (2) Denied benefits, or
- (3) Otherwise subjected to discrimination.

AFFIRMATION OF APPLICANT

Name of Applicant: CITY OF HOBBS

Printed Name of Authorized Representative: SAM D. COBB

Relationship of Authorized Representative: Mayor

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature:  Date: 11-6-23

Printed Name of Signing Official: SAM D. COBB

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

**NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION**

**DISADVANTAGED BUSINESS ENTERPRISE
RACE-NEUTRAL IMPLEMENTATION AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS**

INTRODUCTION AND INSTRUCTIONS:

The New Mexico Department of Transportation (NMDOT) Transit and Rail Division, through the NMDOT Office of Equal Opportunity Programs (OEOP), must ensure that Subrecipient of Federal Transit Administration (FTA) funds meet applicable DBE requirements when funds are used in whole or in part to finance procurement and contracts of products and service(s). To that end, Subrecipient with contracting opportunities must submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients* (Agreement).

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

DISADVANTAGED BUSINESS ENTERPRISE RACE-NEUTRAL IMPLEMENTATION AGREEMENT for CITY OF HOBBS; hereinafter referred to as "Subrecipient."

I. Definition of Terms

The terms used in this agreement have the meanings defined in 49 CFR Part 26.5.

II. OBJECTIVE/POLICY STATEMENT (§26/1. 26/23)

The Subrecipient intends to receive federal financial assistance from the U.S. Department of Transportation (USDOT) through the New Mexico Department of Transportation (NMDOT), and as a condition of receiving this assistance, the Subrecipient will sign the New Mexico Department of Transportation's Disadvantaged Business Enterprise Race Neutral Implementation Agreement (hereinafter referred to as Agreement).

The Subrecipient must implement a policy to ensure that DBEs, as defined in 49 CFR Part 26 (also referred to as the DBE Program), have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

To ensure nondiscrimination in the award and administration of DOT-assisted procurement and contracts of products and services contracts.

To create a level playing field on which DBE's can compete fairly for DOT-assisted procurement and contracts of products and services contracts.

To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.

To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.

To help remove barriers to the participation of DBEs in DOT-assisted procurement and contracts of products and services contracts.

To assist the development of firms that can compete successfully in the market place outside the DBE Program.

III. Nondiscrimination (§26.7)

Subrecipient will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. Subrecipient will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

IV. Race-Neutral Means of Meeting the Annual DBE Goal (§26.51)

Subrecipient will assist NMDOT to achieve its Overall Statewide DBE Goal by race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).

Race-neutral means include, but are not limited to, the following:

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has been historically low;
8. Ensuring distribution of the New Mexico DBE directory, through print and electronic means, to the widest feasible universe of potential contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

Subrecipient will encourage utilization of DBE contractors whenever possible on its USDOT-assisted contracts. New Mexico Certified DBE firms and the fields of work in which they participate are listed in the electronic web-based DBE Directory located at <https://nmdot.dbesystem.com>

V. Quotas (§26.43)

Subrecipient will not use quotas or set-asides in any way in the administration of the DBE Program.

VI. DBE Liaison Officer (§26.25)

Subrecipient must designate a DBE Liaison Officer (DBELO). The DBELO is responsible for implementing the DBE Program as it pertains to the Subrecipient and ensures that the Subrecipient is fully and properly advised concerning DBE Program matters.

VII. Federal Financial Assistance Agreement Assurance (§26.13)

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

The Subrecipient will sign the following assurance, applicable to and to be included in all USDOT-assisted procurements and contracts for products and services:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

VIII. Required Contract Clauses (§§26.13, 26.29)

Subrecipient assures that the following clauses will be included in each USDOT-assisted prime contract:

A. Contract Assurance

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted procurement and contracts of products and services contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

B. Prompt Payment

Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the NMDOT's prior written approval. Any violation of this Section shall subject the violating contractor or subcontractor to penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Retainage

Subrecipient shall include either (1), (2), or (3) of the following provisions in their USDOT-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

subcontractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

IX. Bidders List (§26.11)

The Subrecipient will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its USDOT-assisted procurement and contracts for products and services. The bidders list will include the name, address and telephone number of each quoting firm and whether the quoter is a New Mexico certified DBE. Subrecipient will include language in its procurement documents that requires each bidding Contractor, at the time that bids are submitted, to list the quotes received for the project as detailed above.

X. Reporting

Subrecipient will report bidders list and related DBE information to the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs upon request.


Subrecipient will complete and submit annually to the NMDOT Office of Equal Opportunity Programs the NMDOT Annual Profile Registration Form. This Form will be mailed to Subrecipient.

Subrecipient will compile and provide such other information related to its procurements and the DBE Program as deemed necessary by the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs.

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

XI. Incorporation of Agreement

This Agreement is incorporated into Subrecipient's financial assistance agreement with NMDOT by reference and made a part of that agreement.

Date:	11-6-23
Signature of Subrecipient Official:	
Printed Name of Subrecipient Official:	SAM D. COBB
Relationship of Subrecipient Official:	Mayor



CITY OF HOBBS
STAFF SUMMARY FORM

MEETING DATE:
October 21, 2024

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

DEPT OF ORIGIN: City Clerk
DATE SUBMITTED: 10/9/2024
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The attached Memorandum of Agreement is for continued operation of Public Transportation Services for Hobbs Express for the Federal FY 24-25 beginning October 1, 2024, through September 30, 2025. The formulary grant costs of the program are shared as follows:

	Total	Federal	City
Admin (80/20) Section 5311	\$101,739.50	\$81,391.60	\$20,347.90
Oper (50/50) Section 5311	\$1,176,464.30	\$588,232.15	\$588,232.15
Capital (80/20) Section 5339	\$266,022.00	\$180,817.60	\$45,204.40
Capital (80/20) Section 5339	\$22,518.86	\$18,015.09	\$4,503.77
TOTAL	\$1,526,744.66	\$868,456.44	\$658,288.22

Fiscal Impact:

The City's FY 24-25 Budget approved by DFA includes \$1,757,095.01 for personnel, operating and capital expenditures. The total grant revenue and fares for FY 24-25 are projected at \$2,765,403.01 which includes carryover revenue due to the fiscal year timing differences.

Attachments:

- Resolution - Hobbs Express MOA FY 24-25
- FY 25 MOA - Section 5311-5339 FY25 City of Hobbs-signed

Recommendation:

Motion to approve the resolution and Memorandum of Agreement for FFY 24-25.

Approved By:

Jan Fletcher, City Clerk	10/10/2024
Toby Spears, Finance Director	10/10/2024
Valerie Chacon, City Attorney	10/11/2024
Manny Gomez, City Manager	10/11/2024

CITY OF HOBBS

RESOLUTION NO. 7560

**A RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT
WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT)
FOR FEDERAL FY 24-25 FOR PUBLIC TRANSPORTATION SERVICES**

WHEREAS, the State of New Mexico, under 49 U.S.C. Section 5311, authorizes Federal assistance to local communities for public transportation in rural and non-urbanized areas; and

WHEREAS, the City of Hobbs applied for financial assistance for administrative, operating and capital funding for public transportation services, which was approved by the NMDOT and the Federal Transit Administration (FTA).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be, and he hereby is, authorized and directed to take all necessary and appropriate action to effectuate this resolution and specifically to execute, on behalf of the City of Hobbs, a Memorandum of Agreement with the New Mexico Department of Transportation. A copy of the Memorandum of Agreement is attached hereto and incorporated herein by reference.

PASSED, ADOPTED AND APPROVED this 21st day of October, 2024.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

FISCAL YEAR 2025 (FY 25)

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

AND

CITY OF HOBBS

This Agreement is between the **STATE OF NEW MEXICO**, acting through its **DEPARTMENT OF TRANSPORTATION**, Transit and Rail Division (Department), and the **CITY OF HOBBS** (Subrecipient). This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

Whereas, 49 U.S.C. Section 5305(e) provides federal assistance for public transportation statewide planning that can be used to provide technical assistance to subrecipients for planning purposes;

Whereas, 49 U.S.C. Section 5307 provides federal assistance for public transportation in small urbanized areas by way of a formula grant program which may be administered by the state;

Whereas, 49 U.S.C. Section 5310 provides federal assistance for public transportation to meet the special needs of seniors and individuals with disabilities by way of a formula grant program administered by each state;

Whereas, 49 U.S.C. Section 5311 provides federal assistance for public transportation in rural areas by way of a formula grant program administered by each state;

Whereas, 49 U.S.C. Section 5339 provides federal assistance for buses and bus-related equipment and facilities by way of a formula and discretionary grant program administered by each state;

Whereas, the State of New Mexico participates in the 49 U.S.C. Section 5305(e), 49 U.S.C. Section 5307, 49 U.S.C. Section 5310, 49 U.S.C. Section 5311, and U.S.C. Section 5339 programs, collectively referred to herein as the Program;

Whereas, the Governor of the State of New Mexico designated the Department to administer the Program funds; and

Whereas, the Subrecipient applied for financial assistance for public transportation services, which was approved by the Department and the Federal Transit Administration (FTA).

Now, therefore, pursuant to Section 67-3-69 NMSA 1978, the parties agree as follows:

1. Scope of Program.

- A. **Operations Profile.** The Subrecipient shall provide transportation services to the public within its service area as specified in the Operations Profile submitted with the Application, which is incorporated by reference and is on file with the Department and the Subrecipient.
- B. **Use of Program Equipment.** The Subrecipient agrees that any Program equipment purchased under this Agreement shall be used to provide public transportation service within the area described in the Operations Profile. If the equipment is not used in this manner or withdrawn from service, the Subrecipient shall notify the Department in accordance with *Section 15. Use of Program Equipment*.

- C. **Use of Program Funds.** The services described in the Operations Profile shall remain intact throughout the term of this Agreement. If the services change, the Subrecipient must submit a revised Operations Profile. The Subrecipient shall notify and seek prior approval from the Department if there will be an elimination or a reduction of services greater than twenty percent (20%). Failure to provide notice shall give the Department cause for termination, as described in *Section 7. Termination for Cause*.
- D. **Fare Schedule.** The fare schedule, which shall be approved by the Subrecipient’s governing body, shall be stated in the approved Operations Profile. The Subrecipient shall provide the Department prior notification of any changes to the fare schedule and documentation of governing body approval.
- E. **Advertising and Public Information.** The Subrecipient shall implement an advertising and information program. Acceptable methods include but are not limited to: websites, social media, apps, trip planners, brochures, fliers and handbills, signs and posters, radio announcements, press releases and articles in local and organization newspapers, bulletins, and newsletters. Subrecipients operating fixed and deviated routes shall maintain and update as needed General Transit Feed Specification (GTFS) data. In addition, the name of the service together with the words “Public Transportation” shall be prominently displayed on all vehicle(s) and be readable at a distance of no less than thirty (30) feet. Painted or affixed signing with a decal is acceptable. Magnetic signs are not acceptable. The name shall indicate that the service is a transportation system open to the public. The Subrecipient shall have a telephone number established and operative during hours of transportation services so that the public can access information. All methods of advertising and the signs on the vehicles shall include the telephone number.
- F. **Personnel.** The Subrecipient shall maintain and update organizational contacts in BlackCat Transit Data Management System (BlackCat).

2. Cost of Program.

The Department shall provide partial funding to the Subrecipient to cover expenses of the Program as described in the approved Operations Profile in an amount described below:

Subaward FY 25

City of Hobbs	Total	Federal	Local
Administration (80/20) Section 5311	\$ 101,739.50	\$ 81,391.60	\$ 20,347.90
Operating (50/50) Section 5311	\$ 1,176,464.30	\$ 588,232.15	\$ 588,232.15
Capital to Sub-recipient (80/20) Section 5339	\$ 226,022.00	\$ 180,817.60	\$ 45,204.40
Capital to Sub-recipient (80/20) Section 5339	\$ 22,518.86	\$ 18,015.09	\$ 4,503.77
Total Administration, Operating and Capital	\$ 1,526,744.66	\$ 868,456.44	\$ 658,288.22

Vehicle acquisition funds that designate payment as capital to vendor that are not obligated by contract by May 31, 2025, may revert to the Department.

Vehicle acquisition funds that designate payment as capital to subrecipient that are not obligated by contract by March 31, 2026, may revert to the Department.

Capital equipment acquisition funds that are not obligated by contract by August 31, 2026, may revert to the Department.

Capital rehab/renovation and construction project funds that are not obligated by contract by August 31, 2027, may revert to the Department.

This program is funded with grants provided by the FTA Section 5305 Statewide Transportation Planning Formula Program, Assistance Listing number 20.505; FTA Section 5307 Urbanized Area Formula Program, Assistance Listing number 20.507; FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program, Assistance Listing number 20.513; FTA Section 5311 Formula Grants for Rural Areas,

Assistance Listing number 20.509; and FTA Section 5339 Bus and Bus Facilities Formula and Discretionary Program, Assistance Listing number 20.526. (**Attachment A.**) The Department's share of Program expenses shall be obtained from the federal government. State funds will not be earmarked or disbursed to fund the Program. The Department shall not be responsible for any other costs incurred by the Subrecipient. The Subrecipient shall take all actions necessary to fund its share of the Program.

3. Method of Payment.

The Department shall reimburse the Subrecipient for the Department's share of Program administration, operating assistance, and capital upon receipt of invoices with sufficient supporting documentation as determined and approved by the Department indicating that expenses have been paid and/or money is owed.

The Subrecipient shall submit Budget Summary Reports for administration and/or operating assistance on a monthly basis, to be received by the Department by the 25th day of the following month in which expenses were incurred. Reimbursement requests for vehicles and capital equipment shall be submitted within 30 days of payment to the vendor.

All reimbursement requests shall be submitted to the Department utilizing BlackCat. All expenses must be actual and listed on the invoice as charged. Rounding up or down, other than the total, is not permitted. Only those expenses or percentage thereof, properly documented and deemed eligible, shall be reimbursed. The Department may withhold payment of invoices that are incorrect and/or incomplete.

Subrecipients that receive capital assistance for vehicle purchases are expected to remit payment to the vendor, depending on the capital designation assigned in the award table, within 30 days of vehicle delivery. The Department shall either reimburse the Subrecipient (capital to subrecipient) or the vendor (capital to vendor) on behalf of the Subrecipient for the Department's share of Program costs.

Subrecipients with a capital to subrecipient designation will pay the vendor in full for the cost of the vehicle and invoice NMDOT for reimbursement of the federal share (80/20).

Subrecipients with a capital to vendor designation will pay the vendor the local portion of the cost of the vehicle. Once received, the vendor will invoice NMDOT for the remaining federal portion of the vehicle cost.

Reimbursements will be issued upon receipt of invoices, with sufficient supporting documentation as determined and approved by the Department, indicating that expenses have been paid and/or money is owed. The Subrecipient should refer to the Vehicle Purchase Procedures in the Global Resources section of BlackCat for payment procedures.

4. Eligible Costs.

- A. Eligible Costs are those costs attributable to and allowed under the Program and the provisions of 2 CFR Parts 200 and 1201, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- B. Costs incurred by the Subrecipient prior to the effective date of this Agreement or after termination are not eligible for reimbursement.
- C. Within forty-five (45) days after completion of this Agreement, the Subrecipient shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expenses of the Program.
- D. Match shall be provided from eligible matching sources.

5. State General Appropriation Funds Not Obligated.

Nothing in this Agreement shall be construed as obligating State general appropriation funds for payment of any debt or liability arising under this Agreement. The parties expressly acknowledge that all payments made under this Agreement are from federal funds appropriated for these purposes.

6. Term.

Upon the signature of all parties, this Agreement becomes effective with a starting date of October 1, 2024.

Costs incurred under this agreement for Administration and Operating expenses from October 1, 2024, to September 30, 2025, are eligible for reimbursement.

Vehicle acquisition funds that designate payment as capital to vendor that are obligated by contract by May 31, 2025, are eligible for reimbursement.

Vehicle acquisition funds that designate payment as capital to subrecipient that are obligated by contract by March 31, 2026, are eligible for reimbursement.

Capital equipment acquisition funds obligated by contract by August 31, 2026, are eligible for reimbursement.

Capital rehab/renovation and construction project funds obligated by contract by August 31, 2027, are eligible for reimbursement.

7. Termination for Cause.

The Department has the option to terminate this Agreement if the Subrecipient fails to comply with any provision. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Subrecipients breaches on which the termination is based.

The Department may provide the Subrecipient a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Subrecipient has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Subrecipient has not begun and proceeded in good faith to correct the breach, the Department may declare the Subrecipient in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law. Upon termination of this Agreement, the Subrecipient shall return the Program equipment as specified in *Section 1. Scope of the Program*.

8. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice from the Department to the Subrecipient. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

9. Termination Management, Allowable Costs.

In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform. The Subrecipient shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the Department or its duly authorized representative. The Subrecipient shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this Agreement.

10. Breach and Dispute Resolution.

Disputes which cannot be resolved informally by the parties shall be decided in writing by a representative of the Department's Transit and Rail Division. The Subrecipient has ten (10) days from receipt of the decision to file a

written appeal with the Transit and Rail Division. Upon appeal, the Subrecipient will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit and Rail Division on appeal shall be binding.

11. Procurement Requirements.

The Subrecipient shall purchase Program equipment pursuant to procedures established by 2 CFR Parts 200 and 1201, the United States Department of Transportation (U.S. DOT), the FTA, applicable New Mexico State Law, and the standards set forth in: Third Party Contracting Guidance, FTA Circular 4220.1F; and the Americans with Disabilities Act of 1990, Pub. L. No. 101-336.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(j) as amended by the Infrastructure Investment in Jobs Act (IIJA).

Prior to awarding a bid award or execution of a contract for services or capital equipment in excess of \$10,000, the Subrecipient shall seek concurrence in writing from the Department.

12. Rolling Stock.

In acquiring rolling stock, the Subrecipient agrees that the parties are bound by the following provisions:

- A. **Method of Acquisition.** In compliance with 49 U.S.C. Section 5325(f), the Recipient agrees that any third party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
- B. **Multi-year Options.** In accordance with 49 U.S.C. Section 5325(e)(1), a Recipient procuring rolling stock financed with Federal assistance under 49 U.S.C. Chapter 53 may not enter into a multiyear contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.
- C. **Buy America.** The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments to those regulations that may be promulgated.
- D. **Pre-Award and Post-Delivery Audits.** The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(m) and FTA regulations, "Pre Award and Post Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any amendments to those regulations that may be promulgated.
- E. **Bus Testing.** To the extent applicable, the Recipient agrees to comply with the requirements of 49 U.S.C. Section 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

13. Insurance.

The Subrecipient shall maintain liability, comprehensive, collision, and uninsured motorist insurance adequate to protect the Program equipment, and satisfactory to the Department. The Department shall be named as an additional insured and a loss payee on Subrecipient's policy for each vehicle on which the Department has a lien. A certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance. The Subrecipient shall provide the Department documentation of subsequent renewals and shall keep on file a copy of the insurance policy, which shall be accessible to the Department.

The Subrecipient shall require contractors and subcontractors hired to perform the services under this Agreement to have a commercial general liability insurance policy. The Department shall be named as an additional insured

on the contractor's and subcontractor's policy and a certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.

The Subrecipient shall require contractors and subcontractors hired to perform services under this Agreement to indemnify, defend and hold harmless the State of New Mexico, the Department, its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury, including death or damages arising out of contractors' or subcontractors' construction or maintenance activities pursuant to this Agreement, as memorialized herein and subject to any additional permit that may be required of the contractor or subcontractor to perform said activities.

14. New Mexico Tort Claims Act.

As between the Department and the Subrecipient, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.*, NMSA 1978. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by the common law of the New Mexico Tort Claims Act.

15. Use of Program Equipment.

- A. A Program Vehicle Inventory shall be completed for each vehicle used in the program and entered into BlackCat within thirty (30) days of delivery. Vehicle Inventory shall be reported and updated within BlackCat on a quarterly schedule, and as changes to the vehicle inventory occur.
- B. The Subrecipient shall maintain a current written fleet maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up. Major corrective maintenance, warranty tracking and claims recovery, and recall notifications shall be reported in BlackCat as they are received and updated as repairs are completed.
- C. The Subrecipient shall follow the equipment manufacturer's minimum standards and recommended preventive maintenance schedules. The Subrecipient shall maintain the equipment in a clean, safe, and mechanically sound condition. The Department or its authorized representative has the right to conduct periodic inspections during normal business hours for the purpose of confirming property maintenance pursuant to this clause.
- D. The Subrecipient shall keep Vehicle Inspection Records before and/or after the use of each transit vehicle.
- E. Each vehicle shall be equipped with a fire extinguisher, first aid kit (including a blood borne pathogens/biohazard kit), fluorescent triangles and/or safety flares, reflective vests for drivers, flashlights, and web cutters/seat belt cutters, while the vehicle is in operation.
- F. Program Equipment Inventory shall be completed for each piece of equipment used in the Program with an acquisition value of \$50,000 or greater. The Program Equipment Inventory shall be reported and updated within BlackCat on an annual schedule, and, as changes to the equipment inventory occur.
- G. The Subrecipient shall maintain a current written equipment maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up. The plan will address maintenance of equipment with an acquisition value of \$5,000 or more.
- H. Program Facilities Inventory shall be completed for each facility used in the Program. The Program Facility Inventory shall be reported and updated within BlackCat on an annual schedule, and, as changes to the facility inventory occur.

- I. The Subrecipient shall maintain a current written facility maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up.
- J. The Program equipment shall be used to provide public transportation service within the described service area and in the manner described in *Section 1. Scope of Program*.
- K. Failure to use Program equipment as described in *Section 1. Scope of Program* shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- L. The Subrecipient shall notify the Department immediately of vehicular/facilities accidents, thefts, or vandalism involving Program equipment. All supporting documentation relating to the incident, including police reports, damage assessments, and insurance claims shall be reported and uploaded in BlackCat to the corresponding inventory record. Failure to notify the Department shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- M. All Program equipment that is damaged in an accident, by vandalism, or weather is to be repaired or replaced depending on the physical and monetary extent of the damage and according to its scheduled final disposition.
- N. If the Subrecipient wants to remove any Program equipment from service or dispose of such equipment either as a result of planned withdrawal, casualty loss, or transfer, the Subrecipient shall submit a completed disposition or transfer request in BlackCat including all relevant and required supporting documentation. The Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.
- O. The Department may require that Program equipment purchased under FTA programs, on which liens are held, be returned to the Department. Such Program equipment shall be returned in good working condition within ten (10) business days or as stipulated by the Department. If the Subrecipient fails to return the equipment, the Department, as the recorded lien holder, shall have the right to immediately repossess the vehicle(s) by whatever means available to it under New Mexico law.
- P. Upon termination of the Agreement under *Section 7. Termination for Cause*, the Subrecipient shall not be eligible for reimbursement of any costs associated with the vehicle(s) purchase or be entitled to damages arising from Program operations, except that the Subrecipient shall be reimbursed for its pro-rata share of the Program equipment's depreciated value as determined by the straight-line depreciation method.
- Q. The Subrecipient agrees that no modifications will be made to Program vehicle(s) with liens held by the Department without prior written approval of the Department. If unapproved modifications are made, the Subrecipient is responsible for the cost of restoring the vehicle(s) to its original condition.

16. Charter Bus Requirements.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. Part 604.9. Any charter service provided under one of the exceptions shall be "incidental." For example, it shall not interfere with or detract from the provision of mass transportation.

17. School Bus Requirements.

Pursuant to 49 U.S.C. Section 5323(f) and 49 C.F.R. Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating

exclusive school bus service under an allowable exemption, recipients and sub recipients may not use federally funded equipment, vehicles, or facilities.

18. Certificate of Title for Vehicles.

Any title to capital equipment the Subrecipient purchases will reflect in a lien in favor of the Department. The liens will remain in effect according to the following schedule:

Category	Approx. GVW	Minimum Life (either years or miles)	
		Years	Miles
Heavy-Duty Large Bus	33,000 to 40,000lbs	15	625,000
Medium-Duty and Purpose-Built Bus	16,000 to 26,000lbs	10	285,000
Light-Duty Mid-Sized Bus	10,000 to 16,000lbs	8	240,000
Light-Duty Small Bus, Cutaway, and Modified Van	6,000 to 14,000	7	175,000

The Subrecipient shall pay all costs associated with obtaining, securing, and maintaining titles and liens including the payment of all applicable taxes and fees.

19. Duration of Lien.

The Subrecipient shall not pledge or collateralize any vehicles purchased under this Agreement without written authorization from the Department. This restriction is in effect from the date a title certificate is issued to when the Department releases the lien pursuant to *Section 18. Certificate of Title for Vehicles*. For specifics on disposition of vehicles after title lien is released, the Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.

20. Reporting Requirements.

- A. **Monthly Budget Summary Reporting.** Section 5311 Subrecipients shall submit a monthly invoice/report using BlackCat to include financial expenditures and service data, as described in *Section 3. Method of Payment*. This monthly invoice shall be submitted to the Department by the 25th of the following month. The invoice shall include the supporting documentation as requested by NMDOT.
- B. **Final Administration and Operating Invoice.** Section 5311 Subrecipients shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expenses within 45 days of the end of the agreement.
- C. **Semi-annual Disadvantaged Business Enterprise (DBE) Reporting.** Section 5311 Subrecipients shall submit in BlackCat semi-annual DBE reports due May 15 (for the period October 1 to March 31) and due November 15 (for the period April 1 to September 30).
- D. **Vehicle/ Equipment/ Facility Updates.** Section 5310 and Section 5311/5339 Subrecipients shall report vehicle/ equipment/ facility inventories within the BlackCat system as well as updates to the vehicle/ equipment/facility inventories on a quarterly schedule or as they occur. Reporting requirements apply to equipment valued at \$50,000 or greater.

- E. **Quarterly Section 5310 Ridership Reporting.** Section 5310 Subrecipients shall report Section 5310 ridership statistics quarterly within BlackCat system. Quarterly Ridership Reports are due thirty (30) days after each quarter ends. Reports are due January 30, April 30, July 30, and October 30 respectively.
- F. **Drug and Alcohol Quarterly Testing Report.** Section 5311 Subrecipients will submit a quarterly Testing Report in BlackCat for each quarter of the calendar year. Subrecipients will also conduct one (1) breath alcohol test observation and two (2) urine collection observations during the calendar year. Completed checklists shall be submitted with the corresponding quarterly testing report during the quarter in which the test(s) were observed. Reports are due January 31, April 30, July 31, and October 31 respectively.
- G. **National Transit Database (NTD) Rural Report.** Section 5311 Subrecipients will submit an annual NTD report, as required by 49 U.S.C. Section 5335, due December 15. More information on NTD Reporting can be found in the Global Resources Section of BlackCat.
- H. **Drug and Alcohol Management Information System (MIS) Data.** Section 5311 Subrecipients will submit drug and alcohol testing data for the previous calendar year using the Management Information System (MIS) Data Collection Form to the entity designated by the Department before March 1 of each year.
- I. **Drug and Alcohol Compliance Review/Report.** Section 5311 Subrecipients will participate in an annual Drug and Alcohol Compliance Review by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies for all deficiencies and responding to all recommendations cited in the final report. All corrective actions and recommendations should be addressed and closed within 4 months of issuance of the final report.
- J. **Technical Assistance and Compliance Review/Report.** Section 5310 and Section 5311/5339 Subrecipients will participate in a Technical Assistance and Compliance Review by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies and responding to all recommendations cited in the final report. All corrective actions and recommendations should be addressed and closed within 4 months of issuance of the final report.
- K. **Transit Asset Management (TAM) Reporting.** Section 5310 and Section 5311 Public Transit Providers may participate in a group TAM Plan sponsored by The Department (49 U.S.C. 625). All TAM plan participants shall sign a TAM Plan Approval Statement and assign an Accountable Executive to be identified in BlackCat. TAM reporting requires participants to maintain updated asset/facility inventories and condition assessments in BlackCat.

The Department may withhold payment of monthly invoices if reports are not submitted in a timely manner, are incorrect and/or incomplete. The Subrecipient's failure to submit reports in a timely manner on the dates specified shall be a material breach of this Agreement and shall be subject to termination as provided in *Section 7. Termination for Cause*.

21. Retention of Records.

The Subrecipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred in the Program for three (3) years after the date of termination or expiration of this Agreement.

22. Access to Records.

The Subrecipient shall grant authorized representatives of the Department, the State, and the federal government access to books, documents, papers, reports, and records of the Subrecipient or its contractors or subcontractors, which are directly pertinent to this Agreement, for the purpose of making audits, examination excerpts, and transcriptions. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Subrecipient shall reimburse the

Department for any expenditure for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the Department, the State or federal government.

23. Audit.

Pursuant to New Mexico administrative code 2.2.2.8(D), all governmental agencies are required to have their financial affairs thoroughly examined and audited each year by the Office of the State Auditor or independent auditors approved by the Office of the State Auditor. The list of approved auditors can be found [here](#).

The Subrecipient shall ensure that an annual audit of the Program based on the Subrecipient's fiscal year shall be conducted pursuant to 2 CFR Parts 200 and 1201.

24. Audit Exceptions.

If federal or State audit exceptions are made, the Subrecipient shall reimburse all costs incurred by the State and the Department associated with defending against the exceptions, which includes but is not limited to costs of performing a new audit or a follow-up audit, court costs, attorneys' fees, travel costs, penalty assessments.

Immediately upon notification from the Department, the Subrecipient shall reimburse the amount of the audit exception and any other related costs directly to the Department. In the notification, the Department may inform the Subrecipient of the Department's election to withhold an amount equal to the payment owed under this Section from any future distribution owed to Subrecipient under this Agreement.

25. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

26. Contracting and Assignment.

The Subrecipient shall not contract or permit to have subcontracted any portion of this Agreement without prior written approval of the Department. No such contracting or subcontracting shall relieve the Subrecipient from its obligations and liabilities under this Agreement, nor shall any contracting or subcontracting obligate payment from the Department.

Except to a successor in kind, the Subrecipient shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement without the prior written approval of the Department.

Should contract(s), subcontract(s) or an assignment be authorized by the Department, the contractor(s), subcontractor(s) and assignor(s) shall be subject to all provisions of this Agreement. It shall be the Subrecipient's responsibility to duly inform the contractor(s), subcontractor(s) and assignor(s) by means of a contract or other legally binding document stipulating responsibility to this Agreement.

27. Training.

The Subrecipient shall ensure that all drivers described in the Operations Profile are trained in accordance with the Department's Training Standard Operating Procedures. The Subrecipient should refer to the Training Procedures in the Global Resources section of BlackCat. Should the Subrecipient fail to satisfy the terms and conditions as outlined, the Subrecipient may be found to be in breach of contract and subject to the provisions of *Section 7. Termination for Cause*.

28. No Federal Government Obligation to Third Parties.

- A. The Department and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Department, Subrecipient, or any other party (whether or not a party to the Agreement or any contract or subcontract) pertaining to any matter resulting from the Agreement.
- B. The Subrecipient agrees to include the above clause in each contract or subcontract financed in whole or in part with federal assistance provided by FTA. It further agrees that the clause shall not be modified, except to identify the contractor or subcontractor who will be subject to its provisions.

29. Drug and Alcohol Testing.

- A. The Subrecipient will implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655, produce documentation necessary to establish its compliance, permit authorized representatives of the U.S. DOT or the Department to inspect the facilities and records associated with the drug and alcohol testing program, and review the testing process.
- B. The Subrecipient will submit for review and approval a copy of its Policy Statement developed to implement its drug and alcohol testing program.
- C. The Subrecipient agrees to participate in the Department's consortium.
- D. The Subrecipient agrees to develop a drug and alcohol program standard operating procedures desk manual.
- E. The Subrecipient will participate in Department-provided training opportunities.

30. Labor Warranty.

The Section 5311 Subrecipient agrees to comply with the terms and conditions of the Special 49 U.S.C. Section 5333(B) Labor Protection Warranty. The Subrecipient will assume all legal and financial responsibility relative to compliance with the terms and conditions of the Warranty.

31. Civil Rights Laws and Regulations Compliance.

The Subrecipient shall comply with all federal, State, and local laws and ordinances applicable to the work called for under this Agreement.

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, disability, or other protected class. The Subrecipient shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue. The Nondiscrimination Assurance is attached as **Assurance 3**.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Agreement:
 - 1. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor," 41 C.F.R. Part 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including gender identity and sexual orientation). Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

2. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient shall comply with any implementing requirements FTA may issue.
 3. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. Section 12112, the Subrecipient agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.
- C. The Subrecipient shall include these requirements in each contract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- D. The Subrecipient also agrees to ensure that these requirements are included in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

32. DBE Policy.

- A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department's proposed overall goal for FTA participation for the 2025 fiscal year is 21.3%, through race-neutral means.
- B. The Subrecipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the performance of the Agreement. The Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Program. Failure by the Subrecipient to carry out these requirements is a material breach of the Agreement, which may result in the termination or other such remedy as the Department deems appropriate. Each contract the Subrecipient signs with a contractor shall include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The Subrecipient agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of U.S. DOT assisted contracts. The Subrecipient will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- D. The Subrecipient is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the awarded contractor's receipt of payment for that work from the Department.
- E. The Subrecipient shall promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work and shall make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The Subrecipient may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

A subrecipient of FTA funds shall meet applicable DBE requirements when funds are used in whole or in part to finance procurements of and contracts for applicable products and services. A subrecipient with contracting opportunities shall sign and submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients*, which is attached as **Certification 1**.

33. ADA Access.

The Subrecipient shall comply with 49 U.S.C. Section 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for seniors and individuals with disabilities. The Subrecipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973; with 29 U.S.C. Section 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA); 42 U.S.C. Sections 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, 42 U.S.C. Sections 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities.

34. Program Fraud and False or Fraudulent Statements or Related Acts.

- A. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. Sections 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this program. The Subrecipient certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant Agreement or the FTA assisted program for which this work is being performed. The Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the federal government deems appropriate.
- B. The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a program that is financed in whole or in part with federal assistance originally awarded by FTA, the federal government reserves the right to impose the penalties of 18 U.S.C. Section 1001 on the Subrecipient to the extent the federal government deems appropriate.
- C. The Subrecipient certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with Federal Transit Administration funds. The Subrecipient further agrees that these clauses shall not be modified, except to identify the contractor or subcontractor subject to its provisions.
- D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, NMSA 1978, Sections 44-9-1 through 44-9-14.

35. Lobbying.

A subrecipient receiving \$100,000 or more of 49 U.S.C. Section 5311 funds shall file the Lobbying Certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying" with the application. The Subrecipient shall certify that it has not used federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. Section 1352.

Before awarding a third-party contract exceeding \$100,000, the Subrecipient shall obtain a signed Lobbying Certification from the contractor. Each tier below the contractor awarded a subcontract exceeding \$100,000 shall also provide a Lobbying Certification. Such disclosures are forwarded from tier to tier up to the Subrecipient.

36. Officials Not to Benefit.

Neither any member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

37. Clean Water and Air Requirements.

- A. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33U.S.C. Sections 1251 *et seq.*, and the Clean Air Act, 42 U.S.C. Sections 7401 *et seq.* The Subrecipient agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency Regional Office.
- B. The Subrecipient agrees to include these requirements in each contract or subcontract exceeding \$150,000.00 and financed in whole or in part with federal assistance provided by the FTA.

38. Energy Conservation

The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

39. Debarment and Suspension.

Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. Section 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989 31 U.S.C. Section 6101 note, as implemented by 2 C.F.R. Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200 prohibits FTA subrecipients from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. Subrecipients shall include the certification and instruction language contained at 2 C.F.R. Part 1200 in all Invitations for Bids and Requests for Proposals (for inclusion by contractors and subcontractors in their bids or proposals) for all contracts expected to equal or exceed \$25,000.00, regardless of the type of contract to be awarded.

The Subrecipient is required to verify that none of the Subrecipient's principals or affiliates are excluded or disqualified as defined, as defined by 2 C.F.R. Part 1200. By signing and submitting this Agreement, the Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder/Subrecipient or proposer/Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder/Subrecipient or proposer/Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 1200 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/Subrecipient or proposer/Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

40. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient shall promptly notify the Department so that it can notify the Federal Government. The Subrecipient shall include a similar notification requirement in its third-party agreements and shall require each third-party participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.230 and 1200.230. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements.

41. Seat Belt Use

The Subrecipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

42. Safe Operation of Motor Vehicles

The Subrecipient agrees to comply with: (1) Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(i) Safety. The Subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Subrecipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) Recipient Size. The Subrecipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) Extension of Provision. The Subrecipient agrees to encourage its contractors to comply with this Special Provision and include this Special Provision in each third-party contract at each tier supported with federal assistance.

43. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

[Public Law 115-232](#), section 889, prohibits entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

44. Central Contractor Registration Requirements.

Prior to payment of invoices and receipt of vehicles and equipment, the Subrecipient shall register and maintain current registration in the Central Contractor Registration website, <http://www.sam.gov>. Registration requires having a Dun and Bradstreet Data Universal Number (DUNS), see <http://www.dnb.com>. The Department will not provide vehicles, or make payments, until the Subrecipient demonstrates that it is registered with the System for Award Management (SAM) website.

45. Federal Grant Reporting Requirements.

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of \$25,000 or more. This information will be made available to the public on www.USAspending.gov.

The type of information the Department is required to report includes:

- Name of Subrecipient receiving the award,
- Amount of Award,
- Funding Agency,
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants,
- Program source,
- Award title descriptive of the purpose of the funding action,
- Location of the Subrecipient, which includes the Congressional District,
- Place of performance of the program or activity, which includes the Congressional District,
- Unique Entity Identifier of the Subrecipient and its parent organization, if one exists, and
- Total compensation and names of the top five executives of the Subrecipient. This information is required, if the Subrecipient in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Subrecipient's grant application and standard reports. However, the Subrecipient will be required to provide additional information, which includes the total compensation and names of the Subrecipient's top five executives, if applicable. As specified earlier in Section 42, "Central Contractor Registration Requirements," of this Agreement, the Subrecipient shall register with SAM.gov and provide that information to the Department.

46. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

47. Scope of Agreement.

This Agreement incorporates all of the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreements or understandings of the parties or their agents shall become valid or enforceable unless embodied in this Agreement.

48. Applicable Law and Venue; Federal Changes.

The Subrecipient shall comply with all federal, State, and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current year's Master Agreement between the Department and the FTA. The Subrecipient shall make as part of this Agreement between the Department and the Subrecipient the assurances and warranties which were signed as part of the grant award. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

49. Incorporation of FTA Terms.

Provisions of this Agreement include, in part, certain Standard Terms and Conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circulars 4230.1F, and 9040.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current Federal Transit Administration Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration. The Master Agreement can be viewed on the web at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>.

50. Amendment.

The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties. Specifically excluded from this requirement are revisions to transportation services and fare schedules identified in the Operations Profile. *Section I. Scope of Program, Paragraphs C and E*, details how such changes are to be approved and documented.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated below that party's signature. This Agreement becomes effective on the date the last party signed the Agreement.

New Mexico Department of Transportation

CITY OF HOBBS

NMDOT Cabinet Secretary or Designate

Signature

Name/Title (please print)

Date

Date

Approved as to Form and Legal Sufficiency by the Department's Office of General Counsel.

Signed by:

John Newell
Assistant General Counsel

09/25/24

NMDOT Assistant General Counsel

Date

ATTACHMENT A

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

ATTACHMENT A-1

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Hobbs, City of
(ii) Subrecipient's unique entity ID;	T6JWFF1SWNW3
(iii) Federal Award Identification Number (FAIN);	NM-2023-027
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	4/28/2022
(v) Subaward Period of Performance Start and End Date;	10-01-2024 thru 09-30-2025
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	Administrative \$81,391.60 Operating \$588,232.15
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	Administrative \$81,391.60 Operating \$588,232.15
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	Administrative \$81,391.60 Operating \$588,232.15
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	FY22 5311 Rural Transit Appropriation for FY25 Program Funding Award
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -699-4350, DavidC.Harris@dot.nm.gov, P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	20.509
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

ATTACHMENT A-2

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Hobbs, City of
(ii) Subrecipient's unique entity ID;	T6JWFF1SWNW3
(iii) Federal Award Identification Number (FAIN);	TBD
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	4/14/2023
(v) Subaward Period of Performance Start and End Date;	10-01-2024 thru 08-31-2026
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	Capital \$198,832.69
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	Capital \$198,832.69
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	Capital \$198,832.69
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	FY23 5339(a) Buses and Bus Facilities Formula Appropriation for FY25 Program Funding Award
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -699-4350, DavidC.Harris@dot.nm.gov, P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	20.526
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

**NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION**

**NONDISCRIMINATION ASSURANCE AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS**

INTRODUCTION AND INSTRUCTIONS:

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

On behalf of this Agreement, the **CITY OF HOBBS**; hereinafter referred to as “**Subrecipient**” assures that:

1. Subrecipient will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:

- a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
- b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
- c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
- d. Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., f. U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25,
- g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, et seq.,
- h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.,
- i. U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21,
- j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
- k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.

2. Subrecipient will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

NONDISCRIMINATION ASSURANCE 3

3. As required by 49 CFR § 21.7:

a. Subrecipient will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:

- (1) Subrecipient implements its Award,
- (2) Subrecipient undertakes property acquisitions, and
- (3) Subrecipient operates all parts of its facilities, as well as its facilities operated in connection with its Award.

b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.

c. Subrecipient will promptly take the necessary actions to carry out this assurance, including the following:

- (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
- (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.

d. If Subrecipient transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:

- (1) While the property is used for the purpose that the federal assistance is extended, or
- (2) While the property is used for another purpose involving the provision of similar services or benefits.

e. The United States has a right to seek judicial enforcement of any matter arising under:

- (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
- (2) U.S. DOT regulations, 49 CFR part 21, or
- (3) This assurance.

f. Subrecipient will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:

- (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
- (2) U.S. DOT regulations, 49 CFR part 21, and
- (3) Federal transit law, 49 U.S.C. § 5332.

g. Subrecipient will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.

h. Subrecipient will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:

- (1) Subrecipient,
- (2) Transferee,
- (3) Third Party Contractor or Subcontractor at any tier,
- (4) Successor in Interest,
- (5) Lessee, or
- (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).

i. Subrecipient will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:

- (1) Subagreement at any tier,
- (2) Property transfer agreement,
- (3) Third party contract or subcontract at any tier,

NONDISCRIMINATION ASSURANCE 3

- (4) Lease, or
- (5) Participation agreement.

j. The assurances you have made on your behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:

- (1) Federal assistance is provided for its Award,
- (2) Subrecipient property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
- (3) Subrecipient retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,
- (4) Subrecipient transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or
- (5) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:

a. Subrecipient will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:

- (1) Construct any facility,
- (2) Obtain any rolling stock or other equipment,
- (3) Undertake studies,
- (4) Conduct research, or
- (5) Participate in any benefit or obtain any benefit from any FTA administered program.

b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability be:

- (1) Excluded from participation,
- (2) Denied benefits, or
- (3) Otherwise subjected to discrimination.

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Printed Name of Authorized Representative: _____

Relationship of Authorized Representative: _____

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature: _____ Date: _____

Printed Name of Signing Official: _____

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

**NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION**

**DISADVANTAGED BUSINESS ENTERPRISE
RACE-NEUTRAL IMPLEMENTATION AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS**

INTRODUCTION AND INSTRUCTIONS:

The New Mexico Department of Transportation (NMDOT) Transit and Rail Division, through the NMDOT Office of Equal Opportunity Programs (OEO), must ensure that Subrecipient of Federal Transit Administration (FTA) funds meet applicable DBE requirements when funds are used in whole or in part to finance procurement and contracts of products and service(s). To that end, Subrecipient with contracting opportunities must submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients* (Agreement).

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

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DISADVANTAGED BUSINESS ENTERPRISE RACE-NEUTRAL IMPLEMENTATION AGREEMENT for CITY OF HOBBS; hereinafter referred to as “Subrecipient.”

I. Definition of Terms

The terms used in this agreement have the meanings defined in 49 CFR Part 26.5.

II. OBJECTIVE/POLICY STATEMENT (§26/1. 26/23)

The Subrecipient intends to receive federal financial assistance from the U.S. Department of Transportation (USDOT) through the New Mexico Department of Transportation (NMDOT), and as a condition of receiving this assistance, the Subrecipient will sign the New Mexico Department of Transportation’s Disadvantaged Business Enterprise Race Neutral Implementation Agreement (hereinafter referred to as Agreement).

The Subrecipient must implement a policy to ensure that DBEs, as defined in 49 CFR Part 26 (also referred to as the DBE Program), have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

To ensure nondiscrimination in the award and administration of DOT-assisted procurement and contracts of products and services contracts.

To create a level playing field on which DBE’s can compete fairly for DOT-assisted procurement and contracts of products and services contracts.

To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.

To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.

To help remove barriers to the participation of DBEs in DOT-assisted procurement and contracts of products and services contracts.

To assist the development of firms that can compete successfully in the market place outside the DBE Program.

III. Nondiscrimination (§26.7)

Subrecipient will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. Subrecipient will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

IV. Race-Neutral Means of Meeting the Annual DBE Goal (§26.51)

Subrecipient will assist NMDOT to achieve its Overall Statewide DBE Goal by race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).

Race-neutral means include, but are not limited to, the following:

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1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has been historically low;
8. Ensuring distribution of the New Mexico DBE directory, through print and electronic means, to the widest feasible universe of potential contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

Subrecipient will encourage utilization of DBE contractors whenever possible on its USDOT-assisted contracts. New Mexico Certified DBE firms and the fields of work in which they participate are listed in the electronic web-based DBE Directory located at <https://nmdot.dbesystem.com>

V. Quotas (§26.43)

Subrecipient will not use quotas or set-asides in any way in the administration of the DBE Program.

VI. DBE Liaison Officer (§26.25)

Subrecipient must designate a DBE Liaison Officer (DBELO). The DBELO is responsible for implementing the DBE Program as it pertains to the Subrecipient and ensures that the Subrecipient is fully and properly advised concerning DBE Program matters.

VII. Federal Financial Assistance Agreement Assurance (§26.13)

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The Subrecipient will sign the following assurance, applicable to and to be included in all USDOT-assisted procurements and contracts for products and services:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

VIII. Required Contract Clauses (§§26.13, 26.29)

Subrecipient assures that the following clauses will be included in each USDOT-assisted prime contract:

A. Contract Assurance

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted procurement and contracts of products and services contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

B. Prompt Payment

Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the NMDOT's prior written approval. Any violation of this Section shall subject the violating contractor or subcontractor to penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Retainage

Subrecipient shall include either (1), (2), or (3) of the following provisions in their USDOT-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or

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subcontractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

IX. Bidders List (§26.11)

The Subrecipient will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its USDOT-assisted procurement and contracts for products and services. The bidders list will include the name, address and telephone number of each quoting firm and whether the quoter is a New Mexico certified DBE. Subrecipient will include language in its procurement documents that requires each bidding Contractor, at the time that bids are submitted, to list the quotes received for the project as detailed above.

X. Reporting

Subrecipient will report bidders list and related DBE information to the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs upon request.

Subrecipient will complete and submit annually to the NMDOT Office of Equal Opportunity Programs the NMDOT Annual Profile Registration Form. This Form will be mailed to Subrecipient.

Subrecipient will compile and provide such other information related to its procurements and the DBE Program as deemed necessary by the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs.

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XI. Incorporation of Agreement

This Agreement is incorporated into Subrecipient's financial assistance agreement with NMDOT by reference and made a part of that agreement.

Date:
Signature of Subrecipient Official:
Printed Name of Subrecipient Official:
Relationship of Subrecipient Official: