

# Commission Meeting Agenda



## *Mayor*

Samuel D. Cobb

## *City Commission*

Marshall R. Newman

Christopher R. Mills

Patricia A. Taylor

Joseph D. Calderón

Dwayne Penick

Don R. Gerth

## *Acting City Manager*

Manny Gomez

*July 15, 2019*



**Hobbs City Commission**  
**Regular Meeting**  
**City Hall, City Commission Chamber**  
**200 E. Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico**

**Monday, July 15, 2019 - 6:00 p.m.**

Sam D. Cobb, Mayor

Marshall R. Newman  
Commissioner - District 1

Christopher R. Mills  
Commissioner - District 2

Patricia A. Taylor  
Commissioner - District 3

Joseph D. Calderón  
Commissioner - District 4

Dwayne Penick  
Commissioner - District 5

Don R. Gerth  
Commissioner - District 6

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**A G E N D A**

*City Commission Meetings are  
Broadcast Live on KHBX FM 99.3 Radio  
and Available via Livestream at [www.hobbsnm.org](http://www.hobbsnm.org)*

**CALL TO ORDER AND ROLL CALL**

**INVOCATION AND PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

1. Minutes of the July 1, 2019, Regular Commission Meeting

**PROCLAMATIONS AND AWARDS OF MERIT**

2. Recognition of City Employees - Milestone Service Awards for July, 2019:
  - ▶ 5 years - Lorenzo Villarreal, Utilities Department
  - ▶ 10 years - John Moody, Hobbs Fire Department
  - ▶ 10 years - John Able, Hobbs Fire Department
  - ▶ 10 years - Zachary Nash, Hobbs Fire Department
  - ▶ 15 years - Elizabeth Fields, Parks Department
  - ▶ 20 years - Françoise Rowlett, Parks 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.)*

3. Resolution No. 6819 - Authorizing the Mayor to Execute an Agreement Between the City of Hobbs and the Southeastern New Mexico Economic Development District/COG for Membership Renewal for FY 19-20 in the Amount of \$10,237.00 *(Efren Cortez, City Attorney)*
4. Resolution No. 6820 - Approving the FY 2019 DFA 4<sup>th</sup> Quarter Financial Report *(Toby Spears, Finance Director)*
5. Resolution No. 6821 - Approving the FY 2019 Lodgers' Tax DFA 4<sup>th</sup> Quarter Financial Report *(Toby Spears, Finance Director)*
6. Resolution No. 6822 - Approving Budgetary Adjustment #6 for FY 2018-2019 *(Toby Spears, Finance Director)*
7. Consideration of Approval of a Memorandum of Understanding with the University of the Southwest (USW) for Field Use at Veterans Memorial Complex *(Doug McDaniel, Parks and Recreation Director)*

### **DISCUSSION**

8. Report from the New Mexico Junior College on the NJCAA National Outdoor Track and Field Championship - *(Deron Clark, Director of Athletics at NMJC)*

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

9. *(Tabled Item from June 17, 2019)* Consideration of Approval of a Professional Services Agreement with the Boys and Girls Club of Hobbs for FY 19-20 *(Doug McDaniel, Parks and Recreation Director)*
10. Resolution No. 6823 - Adopting the FY 19-20 Final Budget *(Toby Spears, Finance Director)*
11. Resolution No. 6824 - Authorizing a Memorandum of Understanding with Lea County for Airline Subsidy for FY 19-20 *(Efren Cortez, City Attorney)*
12. Resolution No. 6825 - Authorizing a Professional Services Agreement with the Economic Development Corporation of Lea County (EDC) for FY 19-20 *(Efren Cortez, City Attorney)*

13. Resolution No. 6826 - Approving a Development Agreement with ABS Homes Concerning the Development of Market Rate Single-Family Housing (*Kevin Robinson, Planning Department*)
14. Resolution No. 6827 - Approving a Development Agreement with Grimes Land Co. Concerning the Installation of Public Infrastructures Located Within Sanger Street and Tasker Street (*Kevin Robinson, Planning Department*)

### **COMMENTS BY CITY COMMISSIONERS, CITY MANAGER**

15. Next Meeting Date:
  - ▶ City Commission Regular Meeting  
**August 5, 2019**, at 6:00 p.m.

### **ADJOURNMENT**

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9207 at least 72 hours prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.



# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 15, 2019

**SUBJECT:** City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office  
DATE SUBMITTED: July 9, 2019  
SUBMITTED BY: Jan Fletcher, City Clerk

**Summary:**

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of July 1, 2019

**Fiscal Impact:**

Reviewed By: \_\_\_\_\_  
Finance Department

N/A

**Attachments:**

Minutes as referenced under "Summary".

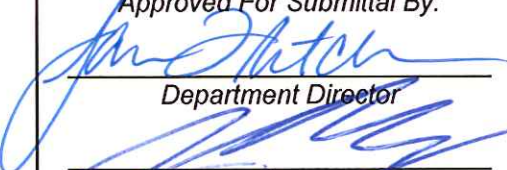
**Legal Review:**

Approved As To Form: \_\_\_\_\_  
City Attorney

**Recommendation:**

Motion to approve the minutes as presented.

Approved For Submittal By:

  
\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_

Minutes of the regular meeting of the Hobbs City Commission held on Monday, July 1, 2019, in the City Commission Chamber, 200 East Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico.

### **Call to Order and Roll Call**

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

Mayor Sam D. Cobb  
Commissioner Marshall R. Newman  
Commissioner Christopher Mills  
Commissioner Patricia A. Taylor  
Commissioner Joseph D. Calderón  
Commissioner Dwayne Penick  
Commissioner Don Gerth

Also present:

Manny Gomez, Acting City Manager/Fire Chief  
Efren Cortez, City Attorney  
Brian Dunlap, Acting Police Chief  
Clipper Miller, Police Captain  
Barry Young, Deputy Fire Chief  
Kevin Shearer, Battalion Chief  
Todd Randall, City Engineer  
Kevin Robinson, Development Director  
Doug McDaniel, Parks and Recreation Director  
Bryan Wagner, Parks and Open Spaces Director  
Toby Spears, Finance Director  
Tracy South, Assistant Human Resources Director  
Raymond Bonilla, Community Services Director  
Shannon Arguello, Municipal Court Administrator  
Shelia Baker, General Services Director  
Meghan Mooney, Communications Director  
Sandy Farrell, Library Director  
Jeff Sanford, Information Technology Communications Specialist  
Ann Betzen, Risk Manager/Executive Assistant  
Jan Fletcher, City Clerk  
April Avila, Clerk Record Specialist  
19 citizens

### **Invocation and Pledge of Allegiance**

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

### **Approval of Minutes**

Commissioner Taylor moved that the minutes of the regular meeting held on June 17, 2019, be approved as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

### **Closed Session**

The City Commission convened in closed session on Wednesday, June 26, 2019, at 5:30 p.m. for the discussion of matters subject to the attorney-client privilege pertaining to threatened or pending litigation in Federal or State Courts in which the City is or may become a participant, specifically involving damages at the CORE. The matters discussed in this portion of the closed meeting were limited only to discussion of pending litigation as specified. No action was taken during the meeting.

During the closed session on June 26, 2019, at 5:30 p.m., the Commission also discussed limited personnel matters, specifically the hiring of a City Manager. The matters discussed in this portion of the closed meeting were limited only to the discussion of limited personnel matters. No action was taken during the meeting.

### **Proclamations and Awards of Merit**

#### **Public Comments**

Mr. Wes Foster addressed several comments to the Commission regarding housing. He suggested that housing incentive funds paid by the City for new housing could be better utilized to clean up the community and repair houses that are vacant and run down.

Mayor Cobb stated there are opportunities for assistance to help with housing in the community. He recommended that Mr. Foster meet with staff to discuss his concerns.

#### **Consent Agenda**

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

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

Resolution No. 6811 - Approving the Final Plan for Zia Crossing Subdivision, Phase 2, Unit 6, as Recommended by the Planning Board.

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Consideration of Approval of a Professional Services Agreement Between the City of Hobbs and the Friends of the Hobbs Public Library.

Resolution No. 6812 - Adoption of the Required Community Development Block Grant (CDBG) Annual Certificates and Commitments.

Resolution No. 6813 - Approving the Disposal of City Property of Rockwind Community Links Electric Golf Carts to be Sold at Auction.

Resolution No. 6814 - Approving the Transfer of City of Hobbs Property Specifically Rockwind Community Links Golf Carts to the City of Lovington.

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

### **Discussion**

#### United Way of Lea County

Ms. Linda Boes, President and CEO of the United Way of Lea County, presented an overview of the community services offered by the United Way. Ms. Boes and Ms. Esther Bratcher, owner of ATK To Kuro Martial Arts School, highlighted some of the ongoing activities and events of the United Way as well as their partner agencies.

Mayor Cobb expressed his appreciation to Ms. Linda Boes for her energy and hard work in making the community better.

### **Action Items**

PUBLIC HEARING: Resolution No. 6815 - Concerning the Issuance of a Restaurant Liquor License to Maria Bonita Grill, LLC, d/b/a Maria Bonita Grill Located at 2004 North Turner, Hobbs, New Mexico

Mayor Cobb designated Mr. Efren Cortez, City Attorney, to serve as the Hearing Officer.

Mr. Brian Arreola, translator for Soledad Ronquillo of Maria Bonita Grill, LLC, was sworn under oath as a translator by Ms. Jan Fletcher, City Clerk.



In response to Mr. Cortez' inquiry, no members of the audience requested to speak in support of the application or against the application for Maria Bonita Grill for the issuance of a Restaurant Liquor License.

Ms. Ronquillo and Mr. Areola, presented testimony in the hearing regarding the application of Maria Bonita Grill, LLC, for the issuance of a Restaurant Liquor License located at 2004 North Turner, Hobbs New Mexico. He stated the State of New Mexico, Alcohol and Gaming Division, has granted preliminary approval to the application for issuance of a Restaurant Liquor License and a public hearing has to be held within 45 days of receipt of the application on whether or not the proposed issuance of a restaurant liquor license should be granted.

In response to Mr. Cortez' questions, Ms. Ronquillo, through her interpreter, stated the location is not within 300 feet of a church, school or military installation. When questioned about zoning, Ms. Ronquillo stated she was not aware of the City's zoning requirements. Mr. Cortez stated the City has no zoning, and he requested that the letter from the Planning Department be entered into the record. In response to Mr. Cortez' question, Ms. Ronquillo, through her interpreter, stated the issuance of the license would not be detrimental to the public health, safety or morals of the residents.

Proper publication having been made, and there being no discussion, and no comments from the audience, Commissioner Newman moved that Resolution No. 6815 be adopted approving the issuance of the restaurant license at 2004 North Turner. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and application packet are attached and made a part of these minutes.

Mayor Cobb expressed his appreciation to Maria Bonita Grill, LLC, for their business in the community.

*Resolution No. 6816 - Authorizing a Municipal Arterial Program (MAP) Cooperative Grant Agreement, Control #L200479 for Traffic Signal Improvements on Dal Paso Street*

Mr. Todd Randall, City Engineer, stated the City of Hobbs applied for Municipal Arterial Program (MAP) grant funding for intersection and traffic signal improvements for the following intersections: Dal Paso and Sanger; Dal Paso and Clinton; Dal Paso and Snyder. He stated the design will be completed for all intersections. The intersection of Sanger and Dal Paso will be the priority intersection based on the available funding. He added the MAP Grant amount is \$266,667.00 with the Department share being 75% and the City share being 25%. Mr. Randall further stated the grant agreement would terminate on June 30, 2021, and construction would start in the summer of 2020.

There being no discussion, Commissioner Taylor moved to approve Resolution No. 6816 as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Taylor yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried. Copies of the resolution and documentation are attached and made a part of these minutes.

Resolution No. 6817 - Approving a Development Agreement with Sombra Homes, LLC, Concerning the Development of Market Rate Single-Family Housing

Mr. Kevin Robinson, Development Director, stated this is a public infrastructure reimbursement incentive for Sombra Homes, LLC, which is compliant with Resolution No. 6810 adopted by the City Commission on June 17, 2019. He stated Sombra Homes, LLC, has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. Mr. Robinson stated the developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$50,000.00. Upon approval, this will be the third development agreement from Sombra Homes, LLC., producing five units within the City of Hobbs. He added this development agreement is for public infrastructure only and is payable at the time of certificate of occupancy.

In response to Commissioner Taylor's question, Mr. Robinson stated the units are being developed in the Broadmoor Park Subdivision, near the Post Office.

Commissioner Gerth moved to approve Resolution No. 6817 as presented. Commissioner Mills seconded the motion and the vote was recorded as follows: Mills yes, Newman yes, Taylor yes, Calderón yes, Gerth yes, Penick yes, Cobb abstain. The motion carried. Copies of the resolution and documentation are attached and made a part of these minutes.

Resolution No. 6818 - Approving a Development Agreement with Gold Creek Homes Concerning the Development of Market Rate Single-Family Housing

Mr. Kevin Robinson, Development Director, stated Gold Creek Homes 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 \$140,000.00. Mr. Robinson stated this will be the 13<sup>th</sup> development agreement for Gold Creek Homes since the inception of the program in 2012 which has produced 377 units within the City of Hobbs.

Commissioner Mill moved to approve Resolution No. 6818 as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Mills yes, Newman

yes, Taylor yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached and made a part of these minutes.

**Comments by City Commissioners, City Manager**

Mayor Cobb stated the next regular Commission meeting will be held July 15, 2019

Acting City Manager/Fire Chief Gomez wished everyone a happy and safe Fourth of July. He reminded everyone of the City's firework ordinance within the city limits of Hobbs. He further stated law enforcement and fire officials will be patrolling the neighborhoods and enforcing the city ordinance. Mr. Gomez reminded everyone of the July 4<sup>th</sup> celebration and activities which will be held at Harry McAdams Park.

Commissioner Taylor wished everyone a happy Fourth of July.

Commissioner Calderón thanked Brian Dunlap, Acting Police Chief, for going door to door with him and visiting more than 60 homes in the community during the very hot temperatures. He stated the visits are well received by the citizens.

Commissioner Penick thanked everyone for their attendance at tonight's meeting. He expressed his appreciation to United Way for all they do in the community.

Mayor Cobb stated the community has really come together to support Officer Zane Wiseman and his family following his recent motorcycle accident. He wished Officer Wiseman a speedy recovery and best wishes for his family.

**Adjournment**

There being no further business or comments, Commissioner Penick moved that the meeting adjourn. Commissioner Taylor seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 6:45 p.m.

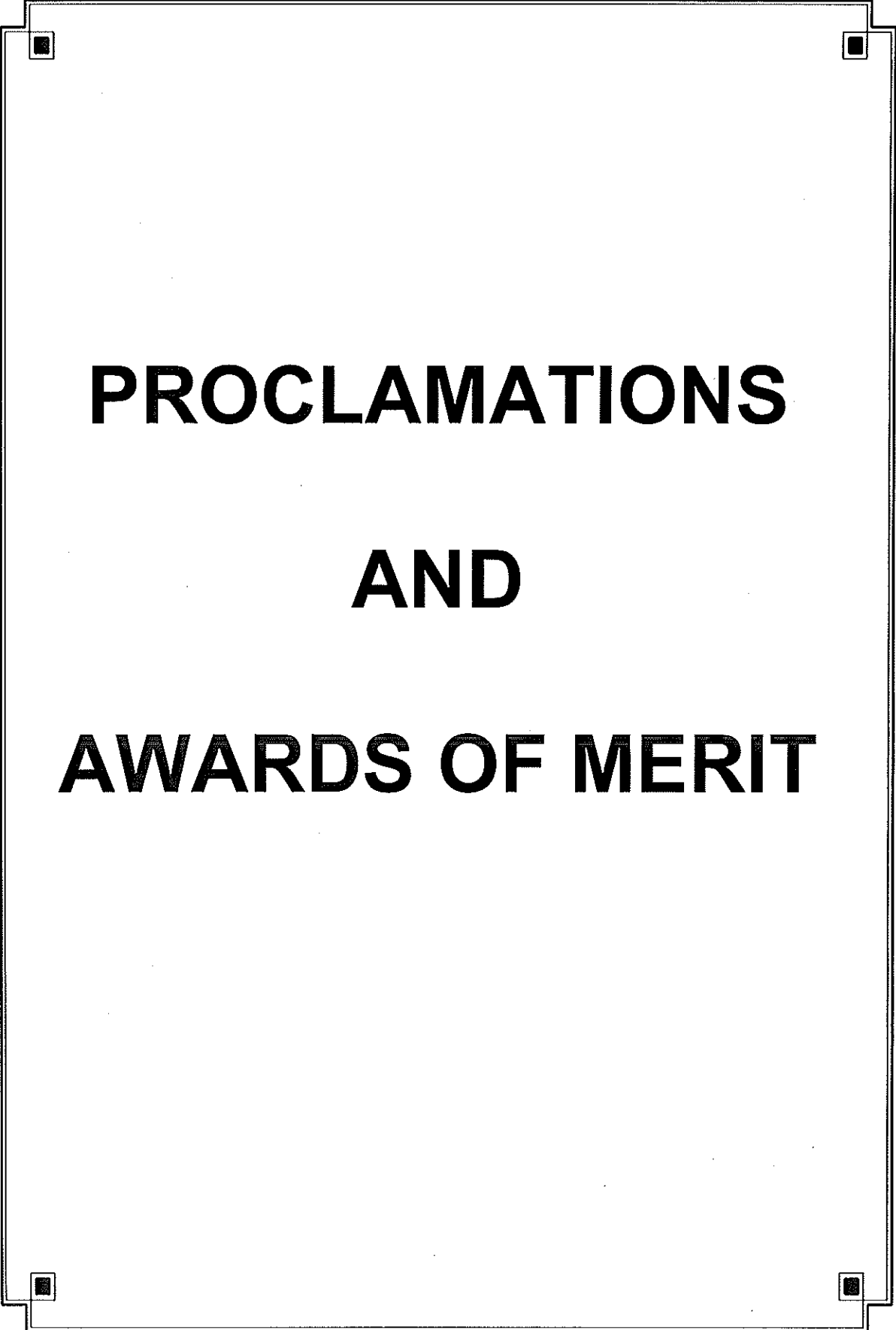
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SAM D. COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk



**PROCLAMATIONS  
AND  
AWARDS OF MERIT**

## July Milestones

### 5 years

Lorenzo Villarreal	Utilities	07/28/2014
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### 10 years

John Moody	HFD	07/01/2009
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John Able	HFD	07/08/2009
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Zachary Nash	HFD	07/15/2009
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### 15 years

Elizabeth Fields	Parks	07/04/2004
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### 20 years

Francoise Rowlett	Parks	07/11/1999
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# **CONSENT AGENDA**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 15, 2019

SUBJECT: Resolution Authorizing the Mayor to Execute an Agreement with the Southeastern New Mexico Development District/Council of Governments for FY 19-20

DEPT. OF ORIGIN: Legal Department  
DATE SUBMITTED: July 5, 2019  
SUBMITTED BY: Efen A. Cortez, City Attorney

Summary:

This resolution authorizes the Mayor to execute an Agreement with the Southeastern New Mexico Development District/Council of Governments for FY 2019-20. The Southeastern New Mexico District/Council of Governments (COG) is the regional council of the designated planning and development district representing District 6, consisting of Lincoln, Otero, Chaves, Eddy and Lea counties. The COG provides planning, technical assistance and capacity building services to local governments in southeastern New Mexico. The COG also assists in community and economic development, transportation and public works projects. The COG is the officially recognized regional council to receive grants-in-aid from the secretary of the department of finance and administration, in the event such payments are made. The City of Hobbs' contribution amount to the COG is \$10,237.00.

Fiscal Impact:

The funding has been approved in the 2019-20 preliminary budget.

Reviewed By: \_\_\_\_\_



Finance Department

Attachments:

Resolution;  
Agreement between the City and SNMEDD/COG.

Legal Review:

Approved As To Form: \_\_\_\_\_



City Attorney

Recommendation: The Commission should approve the Resolution

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6819

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
AN AGREEMENT WITH THE SOUTHEASTERN NEW MEXICO  
DEVELOPMENT DISTRICT/COUNCIL OF GOVERNMENTS FOR FY 19-20

WHEREAS, the City of Hobbs ("City") is a member of and desires the services of the Southeastern New Mexico Economic Development District/Council of Governments; and

WHEREAS, in accordance with article 58, section 4-58-1 to 4-58-6 NMSA 1978, an agreement setting forth the terms and conditions of active membership in the Southeastern New Mexico Economic Development District/Council of Governments is required; and

WHEREAS, it is the desire of the City to continue as an active member of the Southeastern New Mexico Economic Development District/Council of Governments; and

WHEREAS, the City's contribution amount to the Southeastern New Mexico Economic Development District/Council of Governments is \$10,237.00;

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

1. The Agreement attached to the Resolution expresses the desires and intent of the City.
2. The Agreement attached is hereby ratified and approved and the proper official(s) of the City are hereby authorized and instructed to affix their signature(s) thereto.
3. A copy of this Resolution (together with the referenced Agreement) shall be filed with the State of New Mexico, Department of Finance and Administration, Local Government Division and the Southeastern New Mexico Economic Development District/Council of Governments; and shall be made a part of the budget documentation of the City.

PASSED, ADOPTED AND APPROVED this 15<sup>th</sup> day of July, 2019.

\_\_\_\_\_  
SAM D. COBB, MAYOR

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk



**AGREEMENT**

This Agreement, entered into by and between the Southeastern New Mexico Economic Development District/COG (hereinafter known as the "District") and the City of Hobbs a member of said District (hereinafter known as the "Member") is as follows:

**I. The District agrees to provide the following services to the Member upon request and final approval of the District budget:**

- A. Undertake studies, collect data and develop regional plans and programs pertaining to such subjects as human and natural resource development, community facilities and the general improvement of living and working environments.
- B. Furnish technical and management assistance in the development of planning activities.
- C. Coordinate local planning with that of other Members of the District and the State.
- D. Assist in community and economic development, transportation and public works projects.
- E. Assist member governments with their legislative activities.
- F. Assist in the preparation of applications for funding under various state, federal and private grant programs. Contracts for administration may be entered into between Member and District if Member requires or desires District to administrate project.
- G. Provide a Comprehensive Economic Development Strategy at the direction of the Board.
- H. Engage in such other activities as are necessary to improve area development and address regional problems.

**II. The Member agrees to the following:**

- A. To remain an active member of the District.
- B. To make an annual contribution of \$ 10,237.00 to the District as recognition of active membership.

Entered into this 15th day of July, 2019, at

ATTEST:

\_\_\_\_\_  
Clerk

ATTEST:

Dora Batista  
Dora Batista, Secretary

CITY OF HOBBS

\_\_\_\_\_  
New Mexico

\_\_\_\_\_  
Mayor/Commission Chairman

SOUTHEASTERN NEW MEXICO  
ECONOMIC DEVELOPMENT DISTRICT/COG

Gary Williams  
Gary Williams, President

SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT/COG

DUES STRUCTURE

MEMBER	<u>2018-2019</u>	<u>2019-2020</u>
	<u>CURRENT</u>	
Chaves County	\$8,000	\$8,000
Eddy County	\$8,000	\$8,000
Lea County	\$8,000	\$8,000
Lincoln County	\$7,000	\$7,000
Otero County	\$8,000	\$8,000
Town of Dexter	\$1,000	\$1,000
Town of Hagerman	\$1,000	\$1,000
Town of Lake Arthur	\$1,000	\$1,000
City of Roswell	\$13,588	\$13,588
City of Artesia	\$3,450	\$3,450
City of Carlsbad	\$7,641	\$7,641
Village of Hope	\$1,000	\$1,000
Village of Loving	\$1,000	\$1,000
City of Eunice	\$1,000	\$1,000
City of Hobbs	\$10,237	\$10,237
City of Jal	\$1,000	\$1,000
City of Lovington	\$3,303	\$3,303
Town of Tatum	\$1,000	\$1,000
Village of Capitan	\$1,000	\$1,000
Town of Carrizozo	\$1,000	\$1,000
Village of Corona	\$1,000	\$1,000
Village of Ruidoso	\$2,450	\$2,450
City of Ruidoso Downs	\$1,000	\$1,000
City of Alamogordo	\$9,121	\$9,121
Village of Cloudcroft	\$1,000	\$1,000
Village of Tularosa	\$1,000	\$1,000
<b>TOTALS:</b>	<b>\$102,790</b>	<b>\$102,790</b>

**Southeastern New Mexico Economic Development District/  
Council of Governments**

FY 2019-2020 ANNUAL WORK PLAN

State of New Mexico  
Grant-In-Aid Program

July 1, 2019

The following are functions, measures, targets and tasks the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG) will complete in fulfillment of its obligation to its member governments and the State of New Mexico Department of Finance and Administration-Local Government Division to provide planning, technical assistance and capacity building services to local governments in southeastern New Mexico.

**Function 1. Submit reports, budgets and planning outcomes to the Local Government Division.**

- Task 1.1 Prior to July 1, 2019 submit a Board approved Annual Work and Operations Budget to the Local Government Division.
- Task 1.2 Submit Quarterly Progress Reports and payment reimbursement invoices to the Local Government Division no later than the 15<sup>th</sup> day of the month (January, April, July, October) following the close of each quarter. Quarterly reports must be approved by the Board of Directors prior to submittal. The Annual Report will be submitted following the Annual Meeting in January, 2019.
- Task 1.3 Provide professional development training to staff at least once annually.
- Task 1.4 Schedule and include as an agenda item for each quarterly meeting of the Board of Directors a training component to benefit local elected officials.

Task 1.5 Attend regularly scheduled meetings member government city and/or commission, special purpose meetings to which we are invited to provide technical assistance or conduct hearings and meetings of the New Mexico Association of Regional Councils.

Task 1.6 Attend regularly scheduled Board Meetings of the Southwest Regional Executive Directors Association and the National Association of Development Organizations (NADO).

*Benefit to New Mexico Citizens: Increased timeliness of reporting activities. Increased capacity of regional planning district. Better coordination between regional and state levels.*

**Function 2. Community Development Block Grant, Economic Development Public Works Assistance, Colonias Infrastructure Fund and other funding assistance programs—Provide local governments with application and general technical assistance**

Task 2.1 Inform all members of CDBG, EDA, USDA, CIF and other funding program rule changes and Notifications of Funding Assistance (NOFA) within 15 days of the adoptions of the rule changes or NOFA.

Task 2.2 Prepare and complete funding assistance applications for members upon their request including the conducting of public hearings as may be necessary.

Task 2.3 Provide Grant Administration and Technical Assistance to member governments upon approval of a contractual agreement between the local government and the funding agency.

Task 2.4 Coordinate presentations to the Community Development Council and Colonias Infrastructure Fund Board by our member governments seeking CDBG or CIF funding.

Task 2.5 Notify each CDBG or CIF grantee that their attendance is mandatory at the Grant Implementation Workshops.

Task 2.6 Assist local governments with the updating of the comprehensive plans

*Benefit to New Mexico Citizens: Better prepared funding assistance applications and presentations. Well implemented and administered project grants.*

**Function 3. Infrastructure Planning—Coordinate the ICIP process regionally.**

- Task 3.1 Sponsor ICIP training session that will be presented to local governments and others by a member of the DFA/LGD staff.
- Task 3.2 Assist and provide local governments technical assistance with the development and submittal of the ICIP.
- Task 3.3 Encourage local municipal, county governments and other entities to include operation and maintenance costs in the ICIP.
- Task 3.4 Encourage submission of ICIP to the State
- Task 3.5 Encourage members to develop financing plans for each of their top five ICIP priorities, including a project description, secured sources of funding and, where applicable, utility rate structure and asset management plans.
- Task 3.6 Have staff attend and assist local government members to attend, through the provision of scholarships, the annual New Mexico Infrastructure Finance Conference.
- Task 3.7 Conduct regional clearinghouse review, as may be necessary for all applications submitted to funding agencies.

*Benefits to New Mexico Citizens: Timely and meaningful local infrastructure planning connected to financing sources.*

**Function 4. Capital Outlay—Increase quality of project planning, legislative representation and administration.**

- Task 4.1 Assist local entities seeking assistance in the preparation and submission of capital outlay request forms through informational workshops and direct application technical assistance.

- Task 4.2 Work with Legislators throughout the region on locally established capital improvement priorities by holding project vetting hearings on a county by county basis.
- Task 4.3 Assist with testimony or information as might be required during the legislative session.
- Task 4.4 Prepare a preliminary list of projects submitted by local entities and submit list to local legislators.
- Task 4.5 Track capital outlay legislation relevant to community development, infrastructure improvement projects and project planning and programming.
- Task 4.6 Work with local elected officials to complete on-going projects in a timely manner or recommend reauthorization, re-appropriation or reversion of grant funds as may be necessary.

*Benefit to New Mexico Citizens: Better and more timely use of taxpayer funds to support local infrastructure projects*

**Function 5. Rural Support—Build capacity of local governments, rural water associations and other rural organizations.**

- Task 5.1 Coordinate a minimum of one training session in planning, budgeting, finance, auditing and/or administration for District Officials and their staffs.
- Task 5.2 Work with rural water associations, community ditches, acequias and other non-members on capital project planning. Assistance may be based on a Board approved fee for service schedule.
- Task 5.3 Engage rural members and non-members requesting assistance in “project prospectus development”, develop, review and vet projects seeking funding sources to meet specific project needs. Assistance may be based on a Board approved fee for service schedule.
- Task 5.4 Offer a training workshop to rural water associations and other non-member organizations in each county on the capital improvement project planning process.

- Task 5.5 Provide scholarships for local government staff and/or elected officials to attend capacity building training, workshops and conferences sponsored by state, regional and national planning and development organizations.
- Task 5.6 Provide US Census data information and support for the region as the US Census Bureau Affiliate.
- Task 5.7 Provide public relations for the SNMEDD and local governments through continuous media dissemination.
- Task 5.8 Meet with community elected and appointed officials and key community leaders to increase community capacity building foundation.
- Task 5.9 Educate and inform the general public, legislative and congressional law makers about the negative impact of regulatory constraints on local economies.

**Function 6. Transportation—Provide local governments with assistance to improve the region’s transportation system for the efficient movement of goods, services, and people.**

- Task 6.1 Compile and maintain a database of transportation-related projects that may be contemplated or that are ready to be implemented for local governments within the region.
- Task 6.2 Maintain transportation-related technical information on the website, as available, to assist local governments and others in packaging applications that improve the infrastructure of the region.
- Task 6.3 Provide orientations or similar training to newly appointed RPO members representing local governments, preparing them in their roles on the Regional Transportation Policy and Technical Committees.
- Task 6.4 Meet with local elected officials, informing them of the transportation-related programs and activities available to them through the Southeastern Regional Planning Organization (SERPO) and encourage their input in regional transportation planning.

Task 6.5 Maintain and provide the SERPO regional transportation planning function in concert with the New Mexico Department of Transportation.

Task 6.6 Organize, schedule and host, as necessary, SERPO Policy Committee and Technical Committee meetings.

*Benefit to New Mexico Citizens: Assist in the development of a comprehensive transportation network and infrastructure improvements plan to move people, goods and services efficiently.*

**Function 7. Provide resources toward the development of new business or business expansions to retain and create jobs.**

Task 7.1 Prepare a Comprehensive Economic Development Strategy update for submittal to our local government members and the Economic Development Administration (EDA) under the guidance and rules established by EDA.

Task 7.2 Meet quarterly with the region's five economic development corporation/entities to gather and share information.

Task 7.3 Support the energy industry in the region by attending energy related workshops and meeting quarterly with energy related professionals.

Task 7.4 Support and promote the local agriculture and related value added industries.

Task 7.5 Provide business counseling and training to prospective and existing small business owners through the operation of the Small Business Development Center with Eastern New Mexico University-Roswell.

*Benefit to New Mexico Citizens: Develop regional resources to improve and strengthen the existing core for sustainable communities.*





Dora Batista  
Executive Director

**SOUTHEASTERN NEW MEXICO  
ECONOMIC DEVELOPMENT DISTRICT**

**COUNCIL OF GOVERNMENTS**

1600 SE Main, Suite D  
Roswell, NM 88203  
Phone: (575) 624-6131  
Fax: (575) 624-6134  
www.snmedd.com

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# Invoice

Invoice Date: July 2, 2019

Samuel D. Cobb, Mayor  
City of Hobbs  
200 E. Broadway  
Hobbs, NM 88240

DESCRIPTION

AMOUNT

FY 2019-2020 MEMBER GOVERNMENT CONTRIBUTION	\$10,237.00
	Total Due \$10,237.00

- **Please make checks payable to Southeastern New Mexico Economic Development District.**

**T h a n k Y o u**

*"Leadership to enhance the region's quality of life, services and jobs"*



# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 15, 2019

**SUBJECT:** Resolution approving the FY2019 DFA 4<sup>th</sup> Quarter (June 2019) Financial Report  
**DEPT. OF ORIGIN:** Finance Department  
**DATE SUBMITTED:** July 09, 2019  
**SUBMITTED BY:** Deborah Corral, Assistant Finance Director

**Summary:**

The State of New Mexico requires the FY19 4<sup>th</sup> Quarter (June 2019) DFA Quarterly Financial Report be approved by the governing body. The ending cash balance for 06/30/19 will be incorporated into the Fiscal Year 2020 Final Budget.

**Fiscal Impact:**

Reviewed By: \_\_\_\_\_

*Finance Department*

The ending cash balance represents actual revenue and expenditure activity from July 1, 2018 – June 30, 2019. Ending Cash Balance at 06/30/19 is \$122,313,424.20 for all funds (restricted and unrestricted). The City of Hobbs year-to-date actual revenues and expenditures for the period are \$137,343,975.53 and \$113,606,366.63 respectively.

**Attachments:**

4<sup>th</sup> Quarter DFA Report Recap  
Resolution approving 4<sup>th</sup> Quarter DFA Report

**Legal Review:**

Approved As To Form: \_\_\_\_\_

*City Attorney*

**Recommendation:**

Motion to approve the resolution.

Approved For Submittal By:

*Department Director*

*City Manager*

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
File No. \_\_\_\_\_ Denied

CITY OF HOBBS  
RESOLUTION NO. 6820

A RESOLUTION APPROVING THE FY2019  
DFA 4<sup>th</sup> QUARTER FINANCIAL REPORT

WHEREAS, the State of New Mexico requires the FY2019 DFA 4<sup>TH</sup> Quarter Financial Report be approved by the governing body; and

WHEREAS, the ending cash balance for the period ended June 30, 2019 was \$122,313,424.20 for all funds; and

WHEREAS, the City of Hobbs actual year-to-date revenue and expenditures for fiscal year 2019 crosswalk the amounts to the DFA 4<sup>th</sup> Quarter Financial Report;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein referenced 4<sup>th</sup> Quarter Financial Report be approved.

PASSED, ADOPTED AND APPROVED this 15<sup>th</sup> day of July, 2019.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

City of Hobbs  
Cash Balance by Fund  
06/30/2019

		Ending Cash 06/30/2018	June - July FY2019 Revenues	Actual Cash TRANSFERS	June - July FY2019 Expenditures	FY19 Balance Sheet Adjustments	Ending Cash 06/30/19
<b>GOVERNMENTAL FUNDS</b>							
11000	001 GENERAL	54,640,045.37	79,578,103.00	(5,088,311.07)	53,800,078.57	(26,950.11)	75,356,708.84
29900	002 LAND ACQUISITION	326,192.47	22,953.69	-	-	-	349,146.16
		54,966,237.84	79,601,056.69	(5,088,311.07)	53,800,078.57	(26,950.11)	75,705,855.00
<b>SPECIAL REVENUES</b>							
20100	110 LOCAL GOV CORR	559,796.11	204,688.84	-	62,551.71	-	701,933.24
21100	120 POLICE PROTECTION	87,000.00	79,200.00	-	97,230.86	-	68,969.14
29900	130 P D N (parif, drug, narcotics)	1,918.75	-	-	-	-	1,918.75
29900	140 SAFER Grant	1,000.00	299,947.56	24,883.44	325,831.00	-	-
29900	150 COPS GRANT	1,000.00	279,711.57	437,906.69	717,618.26	-	1,000.00
21700	160 HWLC	75,000.00	5,894,138.03	2,112,647.09	7,930,692.28	1,092.84	150,000.00
21900	170 OLDER AMERICAN	1,000.00	177,361.88	808,441.61	985,803.49	-	1,000.00
51800	180 GOLF	1,000.00	941,436.16	2,134,898.38	3,076,091.24	243.30	1,000.00
50600	190 CEMETERY	1,000.00	213,494.75	124,597.17	338,091.92	-	1,000.00
50400	200 AIRPORT	288,518.33	37,722.45	-	36,730.06	-	289,510.72
21400	230 LODGERS' TAX	1,382,920.55	2,592,918.63	(1,060,007.70)	675,437.13	-	2,240,394.35
29900	270 PUBLIC TRANSPORTATION	-	568,345.13	369,795.39	867,872.49	69,268.03	1,000.00
20900	280 FIRE PROTECTION	444,158.18	640,452.29	-	752,473.41	-	332,137.06
20600	290 EMER MEDICAL SERV	11.27	20,000.00	-	19,827.11	-	184.16
30200	370 COMM DEVE CONST	1,000.00	437,012.58	135,149.00	386,968.38	-	186,193.20
		2,845,323.19	12,386,429.87	5,088,311.07	16,273,219.34	70,604.17	3,976,240.62
<b>CAPITAL PROJECTS FUNDS</b>							
39900	460 BEAUTIFICATION IMPROVEMENT	1,538,849.89	-	-	-	-	1,538,849.89
21600	480 STREET IMPROVEMENTS	2,024,650.68	903,324.55	-	198,359.55	-	2,729,615.68
39900	490 CITY COMM. IMPROVEMENTS	512,265.22	3,293,005.20	-	98,422.54	-	3,706,847.88
		4,075,765.79	4,196,329.75	-	296,782.09	-	7,975,313.45
<b>DEBT SERVICE FUNDS</b>							
40400	510 UTILITY BOND	-	-	306,839.51	306,839.51	-	-
40400	530 2005 WASTEWATER BOND ISSUE	1,989,842.96	-	2,093,121.69	2,093,121.69	-	1,989,842.96
		1,989,842.96	-	2,399,961.20	2,399,961.20	-	1,989,842.96
<b>TOTAL GOVERNMENTAL FUNDS</b>							
		63,877,169.78	96,183,816.31	2,399,961.20	72,770,041.20	43,654.06	89,647,252.03
<b>ENTERPRISE FUNDS</b>							
50200	100 SOLID WASTE	1,975,305.24	6,921,766.14	-	6,548,878.29	-	2,348,193.09
39900	440 JOINT UTILITY EXTENSIONS CAPIT	402,868.75	-	-	145,456.84	-	257,411.91
50100	600 JOINT UTILITY	5,554,307.33	-	(93,017.79)	4,885,381.79	9.00	575,898.75
50100	610 JOINT UTILITY CONST	1,000.00	-	3,378,264.16	3,378,264.16	-	1,000.00
50300	620 WASTE WATER PLANT CONST	11,548,869.72	3,993,714.14	-	8,058,104.77	-	7,484,479.09
50300	630 JOINT UTILITIY - WASTEWATER	1,000.00	-	3,167,610.56	3,167,610.56	-	1,000.00
50300	650 JOINT UTILITIY INCOME - WASTE	1,000.00	8,028,465.50	(5,260,732.25)	49,208.08	-	2,719,525.17
50100	660 JOINT UTILITY INCOME	1,000.00	7,213,874.83	(3,592,085.88)	-	(10.97)	3,622,799.92
50100	680 METER DEPOSIT RES	973,283.94	405,991.30	-	350,188.97	-	1,029,086.27
	<b>TOTAL ENTERPRISE FUNDS</b>	20,458,634.98	26,563,811.91	(2,399,961.20)	26,583,093.46	(1.97)	18,039,394.20
<b>INTERNAL SERVICE FUNDS</b>							
69900	640 MEDICAL INSURANCE	3,737,836.73	6,910,515.86	(660,636.72)	5,886,087.21	(1,967.30)	4,103,595.96
69900	670 WORKERS COMP TRUST	1,069,590.48	751,854.04	-	717,366.29	-	1,104,078.23
69900	690 INTERNAL SUPPLY	76,262.04	253,577.53	-	276,111.99	-	53,727.58
	<b>TOTAL INTERNAL SERVICE FUNDS</b>	4,883,689.25	7,915,947.43	(660,636.72)	6,879,565.49	(1,967.30)	5,261,401.77
<b>TRUST AND AGENCY FUNDS</b>							
79900	700 MOTOR VEHICLE	22,290.49	5,592,879.62	-	5,592,173.87	2,065.50	20,930.74
79900	710 MUNI JUDGE BOND FUND	103,565.84	-	-	-	(1,669.00)	105,234.84
79900	720 RETIREE HEALTH INSURANCE TRU.	9,000,000.00	1,000,995.52	660,636.72	1,679,197.73	(17,565.49)	9,000,000.00
79900	730 CRIME LAB FUND	72,649.55	83,177.75	-	84,591.75	-	71,235.55
79900	750 FORECLOSURE TRUST FUND	71.88	-	-	-	-	71.88
79900	760 RECREATION TRUST	-	-	-	-	-	-
79900	770 LIBRARY TRUST	5,756.00	1,589.75	-	1,536.07	-	5,809.68
79900	780 SENIOR CITIZEN TRUST	9,088.18	1,773.00	-	9,671.24	-	1,189.94
79900	790 PRAIRIE HAVEN MEM	5,680.71	76.79	-	-	-	5,757.50
79900	800 COMMUNITY PARK TRUST	1,519.50	20.53	-	-	-	1,540.03
79900	820 EVIDENCE TRUST FUND	131,237.46	(1,283.62)	-	-	-	129,953.84
79900	830 HOBBS BEAUTIFUL	24,069.53	299.61	-	4,635.88	-	19,733.26
79900	860 CITY AGENCY TRUST	4,907.95	870.93	-	1,859.94	-	3,918.94
	<b>TOTAL TRUST AND AGENCY FUNDS</b>	9,380,837.09	6,680,399.88	660,636.72	7,373,666.48	(17,168.99)	9,365,376.20
<b>GRAND TOTAL ALL FUNDS</b>							
		98,600,331.10	137,343,975.53	(0.00)	113,606,366.63	24,515.80	122,313,424.20

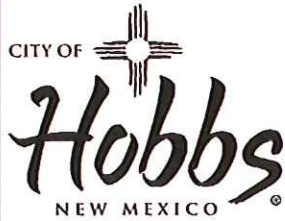
**State of New Mexico**  
**Local Government Budget Management System (LGBMS)**

**Report Recap - Fiscal Year 2018-2019 - Hobbs (City) - FY 2019 Q4**

Printed from LGBMS on 2019-07-09 11:19:14

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	54,640,046.00	0.00	79,578,103.00	-5,088,311.07	53,800,078.57	26,950.11	75,356,709.47	4,483,339.88	70,873,369.59
20100 Corrections	559,797.00	0.00	204,688.84	0.00	62,551.71	0.00	701,934.13	0.00	701,934.13
20600 Emergency Medical Services	11.00	0.00	20,000.00	0.00	19,827.11	0.00	183.89	0.00	183.89
20900 Fire Protection	444,158.00	0.00	640,452.29	0.00	752,473.41	0.00	332,136.88	0.00	332,136.88
21100 Law Enforcement Protection	87,000.00	0.00	79,200.00	0.00	97,230.86	0.00	68,969.14	0.00	68,969.14
21400 Lodgers' Tax	1,382,921.00	0.00	2,592,918.54	-1,060,007.61	675,437.13	0.00	2,240,394.80	0.00	2,240,394.80
21600 Municipal Street	2,024,651.00	0.00	903,324.55	0.00	198,359.55	0.00	2,729,616.00	0.00	2,729,616.00
21700 Recreation	75,000.00	0.00	5,894,138.03	2,112,647.09	7,930,692.28	-1,092.84	150,000.00	0.00	150,000.00
21900 Senior Citizens	1,000.00	0.00	177,361.88	808,441.61	985,803.49	0.00	1,000.00	0.00	1,000.00
29900 Other Special Revenue	330,111.00	0.00	1,170,957.95	832,585.52	1,911,321.75	-69,268.03	353,064.69	0.00	353,064.69
30200 CDBG (HUD) Project	1,000.00	0.00	437,012.58	135,149.00	386,968.38	0.00	186,193.20	0.00	186,193.20
39900 Other Capital Projects	2,453,984.00	0.00	3,293,005.20	0.00	243,879.38	0.00	5,503,109.82	0.00	5,503,109.82
40400 NMFA Loan Debt Service	1,989,843.00	0.00	0.00	2,399,961.20	2,399,961.20	0.00	1,989,843.00	0.00	1,989,843.00
50100 Water Enterprise	6,529,591.00	0.00	7,619,866.13	-306,839.51	8,613,834.92	1.97	5,228,784.67	0.00	5,228,784.67
50200 Solid Waste Enterprise	1,975,305.00	0.00	6,921,766.14	0.00	6,548,878.29	0.00	2,348,192.85	0.00	2,348,192.85
50300 Wastewater/Sewer Enterprise	11,550,870.00	0.00	12,022,179.64	-2,093,121.69	11,274,923.41	0.00	10,205,004.54	0.00	10,205,004.54
50400 Airport Enterprise	288,518.00	0.00	37,722.45	0.00	36,730.06	0.00	289,510.39	0.00	289,510.39
50600 Cemetery Enterprise	1,000.00	0.00	213,494.75	124,597.17	338,091.92	0.00	1,000.00	0.00	1,000.00
51800 Golf Course Enterprise	1,000.00	0.00	941,436.25	2,134,898.29	3,076,091.24	-243.30	1,000.00	0.00	1,000.00

69900 Other Internal Service	4,883,689.00	0.00	7,915,947.43	-660,636.72	6,879,565.49	1,967.30	5,261,401.52	0.00	5,261,401.52
79900 Other Trust & Agency	9,380,838.00	0.00	6,680,399.88	660,636.72	7,373,666.48	17,168.99	9,365,377.11	0.00	9,365,377.11
<b>Totals</b>	<b>98,600,333.00</b>	<b>0.00</b>	<b>137,343,975.53</b>	<b>0.00</b>	<b>113,606,366.63</b>	<b>-24,515.80</b>	<b>122,313,426.10</b>	<b>4,483,339.88</b>	<b>117,830,086.22</b>



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 15th, 2019

SUBJECT: Approving the 4th quarter fiscal year 2019 DFA Report for Lodgers' Tax.

DEPT. OF ORIGIN: Finance  
DATE SUBMITTED: July 8th, 2019  
SUBMITTED BY: Toby Spears, Finance Director

**Summary:**

The NM Department of Finance Administration recommends approving the City of Hobbs quarterly lodgers' tax process. The following attachment is for the 4th quarter 2019 DFA report.

**Fiscal Impact:**

Reviewed By: \_\_\_\_\_

Finance Department

The June 30, 2019 Cash Balance for the Lodgers' Tax Fund is \$2,240,394

Total lodgers' tax revenue for the 4th quarter fiscal year 2019 was \$638,507 and total expenditures were \$477,016.

**Attachments:**

Resolution  
6-30-2019 Financial Report

**Legal Review:**

Approved As To Form: \_\_\_\_\_

City Attorney

**Recommendation:**

To be determined by City Commission.

Approved For Submittal By:

Department Director

City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6821

A RESOLUTION APPROVING THE FY2019  
LODGERS' TAX DFA 4TH QUARTER FINANCIAL REPORT

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

WHEREAS, the ending cash balance for the period ended June 30, 2019 was \$2,240,394 for lodgers' tax funds; and

WHEREAS, the City of Hobbs actual quarter-to-date lodgers' tax revenue and expenditures for fiscal year 2019 crosswalk the amounts to the DFA 4th quarter financial report;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein referenced 4th quarter lodgers' tax financial report be approved.

PASSED, ADOPTED AND APPROVED this 15<sup>th</sup> day of July, 2019

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk





*FINANCE DEPARTMENT*

---

200 E. Broadway  
Hobbs, NM 88240

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

July 15th, 2019

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

Re: 4th quarter lodgers' tax quarterly report

Enclosed is the following:

4th quarter lodgers' tax report for fiscal year 2019

Sincerely,

A handwritten signature in blue ink, appearing to read "Toby Spears", is written over a horizontal line.

Toby Spears, CPA  
Finance Director  
CITY OF HOBBS

INSTRUCTIONS

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

REPORTING ENTITY:	<u>City of Hobbs</u>	<u>5</u>	(PERCENT IMPOSED)	QUARTER ENDING:	<u>6/30/2019</u>
					MONTH YEAR
<b>1. REVENUE SUMMARY:</b>	QUARTERLY AMOUNT (THIS REPORTING PERIOD)	YEAR-TO-DATE (Y-T-D) AMOUNT (SUM OF ALL QUARTERS)	<b>2. REVENUE ALLOCATION:</b>	QUARTERLY AMOUNT (THIS REPORTING PERIOD)	YEAR-TO-DATE (Y-T-D) AMOUNT (SUM OF ALL QUARTERS)
LODGERS' TAX PROCEEDS \$	<u>638,507</u>	\$ <u>2,564,005</u>	NON-PROMOTIONAL FUND	\$ <u>0</u>	\$ <u>0</u>
INVESTMENT INCOME	<u>9,398</u>	<u>28,913</u>	PROMOTIONAL FUND	\$ <u>647,905</u>	<u>2,592,919</u>
LATE PENALTIES			ADMINISTRATIVE COST	\$ <u>0</u>	\$ <u>0</u>
CONVENTION CENTER FINANCING FEES					
HOSPITALITY FEE ACT FEES					
1. _____			( 10% IS THE MAXIMUM OF GROSS TAX PROCEEDS,		
2. _____			i.e. 10% OF QUARTERLY AMOUNT FOR THIS REPORTING PERIOD)		
TOTAL REVENUE \$	<u>647,905</u>	\$ <u>2,592,919</u>			

<b>4. TRANSFERS: IN</b>	
INTERGOVERNMENT, INTERFUND TRANSFERS - IN	
(e.g. JPAs, GRANTS TRANSFERRED TO LODGERS' TAX FUND)	
1. _____	\$ _____ \$ _____
2. _____	_____
	\$ <u>0</u> \$ <u>0</u>

<b>3. CASH BALANCES:</b>	
Carryover From Previous Fiscal Year: Non-Promotional	\$ <u>15,511</u>
Carryover From Previous Fiscal Year: Promotional	<u>1,367,410</u>
(Note: 2 years maximum carryover before money must be spent).	
NON-PROMOTIONAL FUND	\$ <u>0</u> \$ <u>0</u>
PROMOTIONAL FUND	\$ _____ \$ <u>872,984</u>
Grand Total (Non-Promo)	\$ _____ \$ <u>15,511</u>
Grand Total (Promo)	\$ _____ \$ <u>2,240,394</u>

TRANSFERS:OUT

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

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



**CITY OF HOBBS  
EVENT SUMMARIES  
6/30/2019**

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19-1	JUNETEENTH	4,144.20
19-2	NM NATIONAL BLACK CHAMBER OF COMMERCE	1,075.00
19-12	IMPACTO - JAG PROMOTIONS	9,500.00
19-3	HOBBS CHAMBER OF COMMERCE - HOBBS HOLIDAY TOURNEY	19,296.19
19-4	HOBBS HISPANO CHAMBER OF COMMERCE - MARIACHI CHRISTMAS	20,000.00
19-5	HOBBS HISPANO CHAMBER OF COMMERCE - SEPTIEMBRE	20,841.75
19-6	SOUTHWEST SYMPHONY 2019	61,861.71
19-7	HOBBS USSSA (PERMIAN BASIN MIDLAND)	74,097.64
19-8	WESTERN HERITAGE MUSEUM COMPLEX	45,517.03
19-9	CINCO DE MAYO COMMITTEE	5,766.12
19-10	TUFF HEDEMAN CHAMPIONSHIP BULL RIDING	20,000.00
19-11	CYCLE CITY PROMOTIONS	50,000.00
19-13	HOBBS QUARTERBACK CLUB	7,500.00
19-14	SOUTH EASTERN NM CHILI SOCIETY -NATIONAL CHAMPIONSHIP	9,380.34
	COWBOY JUNCTION CHURCH	5,785.20
	HOBBS NEW MEXICO KENNEL CLUB	2,116.45
20-1	IMPACTO - JAG PROMOTIONS	9,500.00
	NMJC - NMJCA OUTDOOR TRACK AND FIELD	27,195.00
	HOBBS CHAMBER OF COMMERCE - HOBBS AUGUST NITES	5,000.00
	CINCO DE MAYO COMMITTEE	6,500.00
	EDC - AIRLINE 2019	270,360.50
	CITY OF HOBBS - TRAPS CONFERENCE	2,150.00
	CITY OF HOBBS - SLAM AND JAM	16,662.60
	CITY OF HOBBS - FIREFIGHTER CHALLENGE	15,710.00
	ROCKWIND COMMUNITY LINKS - 2019	54,655.00
	C.O.R.E - 2019 - MARKETING	85,765.74
19-15	C.O.R.E - 2019 - OPERATING	500,000.00
	SECURITY AND SANITATION	385,064.36
	<b>TOTAL</b>	<b><u>1,735,444.83</u></b>

6/30/19

CITY OF HOBBS LODGERS' TAX PROGRAM  
EXPENDITURE REPORT FOR THE 4th QUARTER OF 2018 - 2019

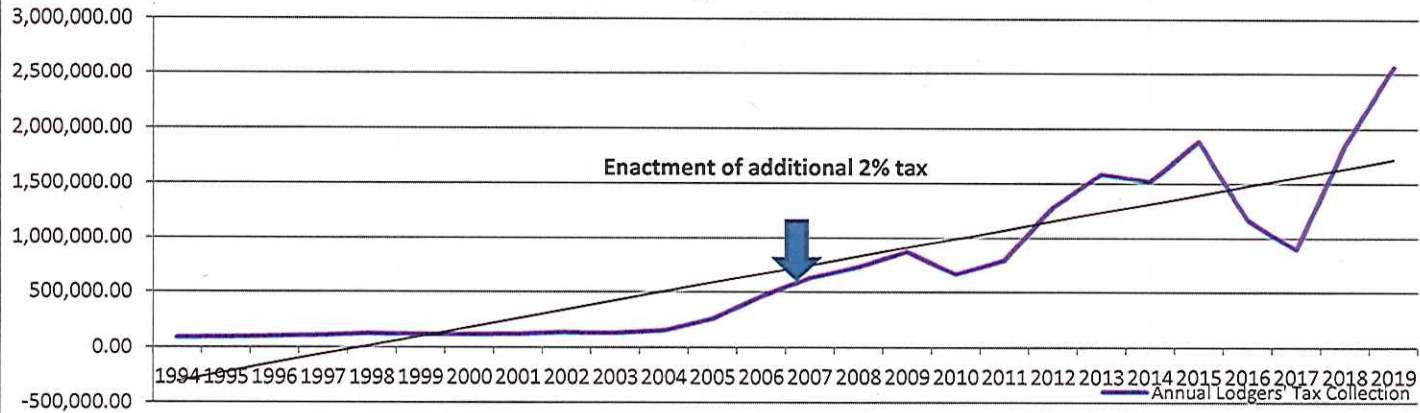
		PROMO	NON PROMO	TOTAL
CASH BAL.	6/30/18	1,367,409.09	15,511.46	1,382,920.55
FIRST QUARTER INCOME		718,817.48		718,817.48
FIRST QUARTER INTEREST		4,317.25		4,317.25
TOTAL REVENUE		<u>723,134.73</u>	<u>0.00</u>	<u>723,134.73</u>
FIRST QUARTER EXPENSES		<u>271,466.82</u>		<u>271,466.82</u>
CASH BAL.	9/30/18	1,819,077.00	15,511.46	1,834,588.46
SECOND QUARTER INCOME		640,153.19		640,153.19
SECOND QUARTER INTEREST		6,649.21		6,649.21
TOTAL REVENUE		<u>646,802.40</u>	<u>0.00</u>	<u>646,802.40</u>
SECOND QUARTER EXPENSES		<u>311,642.62</u>		<u>311,642.62</u>
CASH BAL.	12/31/18	2,154,236.78	15,511.46	2,169,748.24
THIRD QUARTER INCOME		566,527.80		566,527.80
THIRD QUARTER INTEREST		8,548.59		8,548.59
TOTAL REVENUE		<u>575,076.39</u>	<u>0.00</u>	<u>575,076.39</u>
THIRD QUARTER EXPENSES		<u>675,319.47</u>		<u>675,319.47</u>
CASH BAL.	3/31/19	2,053,993.70	15,511.46	2,069,505.16
FOURTH QUARTER INCOME(FORCE EXTRA TO PROMO)		638,506.91		638,506.91
FOURTH QUARTER INTEREST		9,398.12		9,398.12
TOTAL REVENUE		<u>647,905.03</u>	<u>0.00</u>	<u>647,905.03</u>
FOURTH QUARTER EXPENSES**		<u>477,015.92</u>		<u>477,015.92</u>
CASH BAL.	6/30/19	2,224,882.81	15,511.46	2,240,394.27
YEAR TO DATE INCOME		2,564,005.38	0.00	2,564,005.38
YEAR TO DATE INTEREST		28,913.17	0.00	28,913.17
TOTAL REVENUE		<u>2,592,918.55</u>	<u>0.00</u>	<u>2,592,918.55</u>
YEAR TO DATE EXPENSES		<u>1,735,444.83</u>	<u>0.00</u>	<u>1,735,444.83</u>
YEAR TO DATE CASH BALANCES		<u>2,224,882.81</u>	<u>15,511.46</u>	<u>2,240,394.27</u>

June 30, 2019

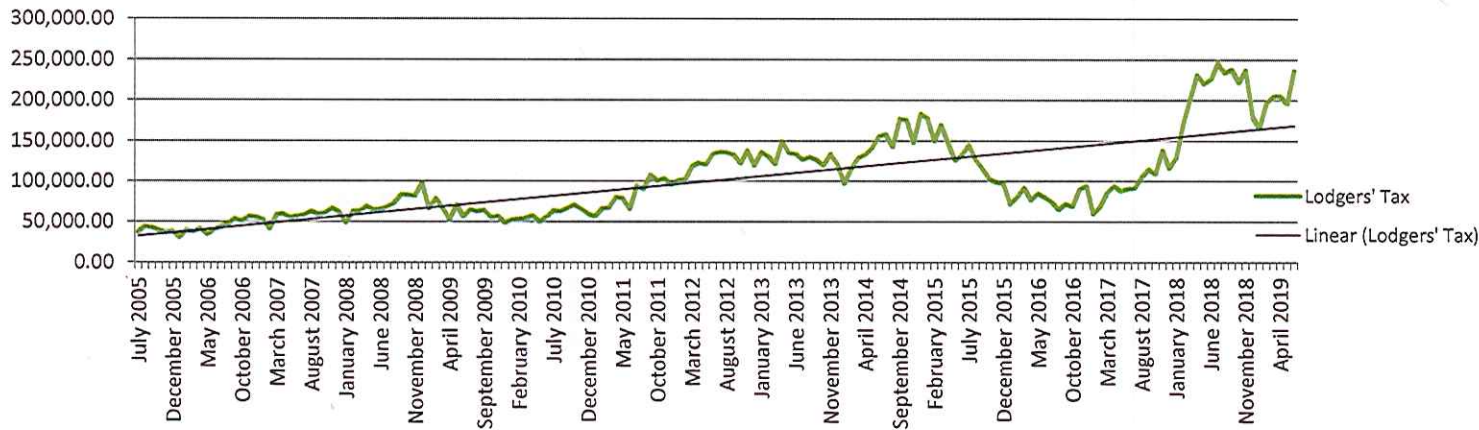
CITY OF HOBBS LODGERS' TAX REPORT

Month	Month	RECEIPTS 239999-				EXPENDITURES			NET CHANGE		Cash Balance
		Gross Taxable Revenue	Lodgers' Tax	Other Income	TOTAL	Contract for Services	Advert & Promotion	TOTAL	For Month	YTD	
<b>SUBTOTAL</b>		<b>15,364,272.60</b>	<b>768,213.63</b>	<b>527.46</b>	<b>768,741.09</b>	<b>0.00</b>	<b>762,619.97</b>	<b>762,619.97</b>			
<b>SUBTOTAL</b>		<b>18,028,844.80</b>	<b>901,442.24</b>	<b>973.44</b>	<b>902,415.68</b>	<b>0.00</b>	<b>1,452,826.32</b>	<b>1,452,826.32</b>			
<b>CASH BALANCE</b>	<b>06/30/15</b>	<b>713,543.86</b>	<b>1,885,088.47</b>	<b>1,769.80</b>	<b>1,886,858.27</b>		<b>2,219,502.38</b>	<b>2,219,502.38</b>			
<b>CASH BALANCE</b>	<b>06/30/16</b>	<b>188,954.74</b>	<b>1,166,403.92</b>	<b>1,637.41</b>	<b>1,168,041.33</b>	<b>0.00</b>	<b>1,692,630.45</b>	<b>1,692,630.45</b>			
July 2016		1,483,720.00	74,186.00	174.74	74,360.74		10,000.00	10,000.00	64,360.74	64,360.74	253,315.48
August 2016		1,286,676.40	64,333.82	229.08	64,562.90		35,000.00	35,000.00	29,562.90	93,923.64	282,878.38
September 2016		1,427,108.20	71,355.41	411.72	71,767.13		25,375.27	25,375.27	46,391.86	140,315.50	329,270.24
October 2016		1,363,327.20	68,166.36	508.97	68,675.33		88,717.26	88,717.26	-20,041.93	120,273.57	309,228.31
November 2016		1,783,813.00	89,190.65	574.99	89,765.64		20,000.00	20,000.00	69,765.64	190,039.21	378,993.95
December 2016		1,877,455.00	93,872.75	680.49	94,553.24		15,069.00	15,069.00	79,484.24	269,523.45	458,478.19
<b>SUBTOTAL</b>		<b>9,222,099.80</b>	<b>461,104.99</b>	<b>2,579.99</b>	<b>463,684.98</b>	<b>0.00</b>	<b>194,161.53</b>	<b>194,161.53</b>			
January 2017		1,183,489.00	59,174.45	371.91	59,546.36		291,814.62	291,814.62	-232,268.26	-232,268.26	226,209.93
February 2017		1,357,364.20	67,868.21	421.71	68,289.92		0.00	0.00	68,289.92	68,289.92	294,499.85
March 2017		1,701,676.00	85,083.80		85,083.80		12,391.92	12,391.92	72,691.88	72,691.88	367,191.73
April 2017		1,877,931.00	93,896.55	1,399.24	95,295.79		38,170.00	38,170.00	57,125.79	57,125.79	424,317.52
May 2017		1,745,164.20	87,258.21	1,253.77	88,511.98		1,133.00	1,133.00	87,378.98	87,378.98	511,696.50
June 2017		1,803,606.00	90,180.30	1,457.94	91,638.24		336,083.26	336,083.26	-244,445.02	-244,445.02	267,251.48
<b>SUBTOTAL</b>		<b>9,669,230.40</b>	<b>483,461.52</b>	<b>4,904.57</b>	<b>488,366.09</b>	<b>0.00</b>	<b>679,592.80</b>	<b>679,592.80</b>			
<b>CASH BALANCE</b>		<b>267,251.48</b>	<b>944,566.51</b>	<b>7,484.56</b>			<b>873,754.33</b>				
July 2017		1,815,246.20	90,762.31	976.79	91,739.10		1,372.17	1,372.17	90,366.93	90,366.93	357,618.41
August 2017		2,089,782.80	104,489.14	1,216.90	105,706.04		18,130.31	18,130.31	87,575.73	177,942.66	445,194.14
September 2017		2,291,105.80	114,555.29	1,738.91	116,294.20		26,500.00	26,500.00	89,794.20	267,736.86	534,988.34
October 2017		2,170,628.60	108,531.43	3,549.66	112,081.09		59,216.40	59,216.40	52,864.69	320,601.55	587,853.03
November 2017		2,764,121.40	138,206.07	2,979.81	141,185.88		14,757.64	14,757.64	126,428.24	447,029.79	714,281.27
December 2017		2,308,667.00	115,433.35	3,413.63	118,846.98		0.00	0.00	118,846.98	565,876.77	833,128.25
<b>SUBTOTAL</b>		<b>13,439,551.80</b>	<b>671,977.59</b>	<b>13,875.70</b>	<b>685,853.29</b>	<b>0.00</b>	<b>119,976.52</b>	<b>119,976.52</b>			
January 2018		2,580,920.60	129,046.03	3,498.85	132,544.88		229,785.48	229,785.48	-97,240.60	-97,240.60	735,887.65
February 2018		3,428,414.60	171,420.73	3,567.45	174,988.18		14,804.51	14,804.51	160,183.67	160,183.67	896,071.32
March 2018		4,035,431.00	201,771.55	629.14	202,400.69		51,663.32	51,663.32	150,737.37	150,737.37	1,046,808.69
April 2018		4,639,998.60	231,999.93	802.01	232,801.94		10,521.88	10,521.88	222,280.06	222,280.06	1,269,088.75
May 2018		4,406,434.20	220,321.71	967.59	221,289.30		9,500.00	9,500.00	211,789.30	211,789.30	1,480,878.05
June 2018		4,525,501.20	226,275.06	1,143.42	227,418.48		325,375.98	325,375.98	-97,957.50	-97,957.50	1,382,920.55
<b>SUBTOTAL</b>		<b>23,616,700.20</b>	<b>1,180,835.01</b>	<b>10,608.46</b>	<b>1,191,443.47</b>	<b>0.00</b>	<b>641,651.17</b>	<b>641,651.17</b>			
<b>CASH BALANCE</b>		<b>1,382,920.55</b>	<b>1,852,812.60</b>	<b>24,484.16</b>	<b>1,877,296.76</b>		<b>761,627.69</b>				
July 2018		4,924,557.60	246,227.88	1,183.55	247,411.43		0.00	0.00	247,411.43	247,411.43	1,630,331.98
August 2018		4,682,780.80	234,139.04	1,484.86	235,623.90		13,644.20	13,644.20	221,979.70	469,391.13	1,852,311.68
September 2018		4,769,011.20	238,450.56	1,648.84	240,099.40		257,822.62	257,822.62	-17,723.22	451,667.91	1,834,588.46
October 2018		4,439,774.00	221,988.70	1,737.41	223,726.11		3,957.73	3,957.73	219,768.38	671,436.29	2,054,356.84
November 2018		4,759,001.40	237,950.07	2,214.46	240,164.53		73,306.33	73,306.33	166,858.20	838,294.49	2,221,215.04
December 2018		3,604,288.40	180,214.42	2,697.34	182,911.76		234,378.56	234,378.56	-51,466.80	786,827.69	2,169,748.24
<b>SUBTOTAL</b>		<b>27,179,413.40</b>	<b>1,358,970.67</b>	<b>10,966.46</b>	<b>1,369,937.13</b>	<b>0.00</b>	<b>583,109.44</b>	<b>583,109.44</b>			
January 2019		3,306,211.80	165,310.59	2,693.77	168,004.36		1,014.72	1,014.72	166,989.64	166,989.64	2,336,737.88
February 2019		3,930,807.80	196,540.39	3,027.42	199,567.81		28,439.97	28,439.97	171,127.84	171,127.84	2,507,865.72
March 2019		4,093,536.40	204,676.82	2,827.40	207,504.22		645,864.78	645,864.78	-438,360.56	-438,360.56	2,069,505.16
April 2019		4,113,651.00	205,682.55	2,838.40	208,520.95		52,752.50	52,752.50	155,768.45	155,768.45	2,225,273.61
May 2019		3,917,243.20	195,862.16	3,090.53	198,952.69		63,744.00	63,744.00	135,208.69	135,208.69	2,360,482.30
June 2019		4,739,244.00	236,962.20	3,469.19	240,431.39		360,519.42	360,519.42	-120,088.03	-120,088.03	2,240,394.27
<b>SUBTOTAL</b>		<b>24,100,694.20</b>	<b>1,205,034.71</b>	<b>17,946.71</b>	<b>1,222,981.42</b>	<b>0.00</b>	<b>1,152,335.39</b>	<b>1,152,335.39</b>			
<b>CASH BALANCE</b>		<b>2,240,394.27</b>	<b>2,564,005.38</b>	<b>28,913.17</b>	<b>2,592,918.55</b>		<b>1,735,444.83</b>				

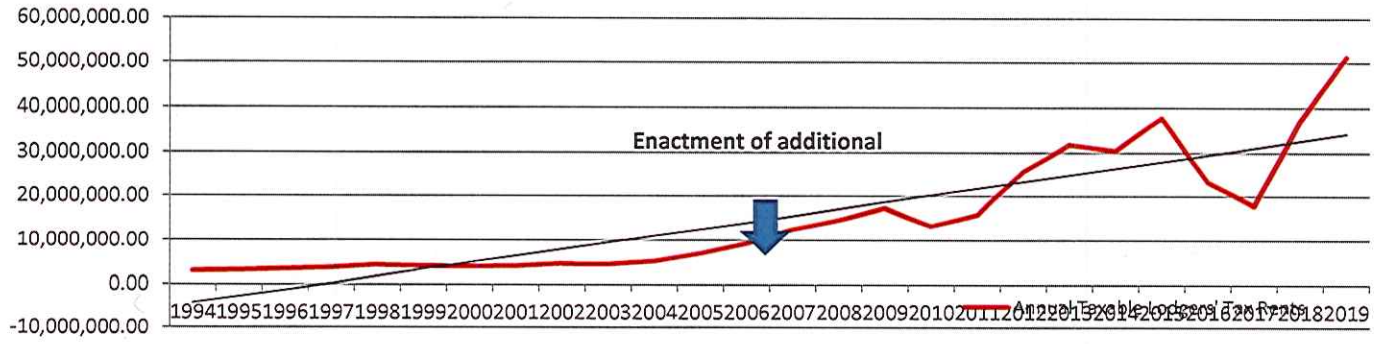
### Annual Lodgers' Tax Collection



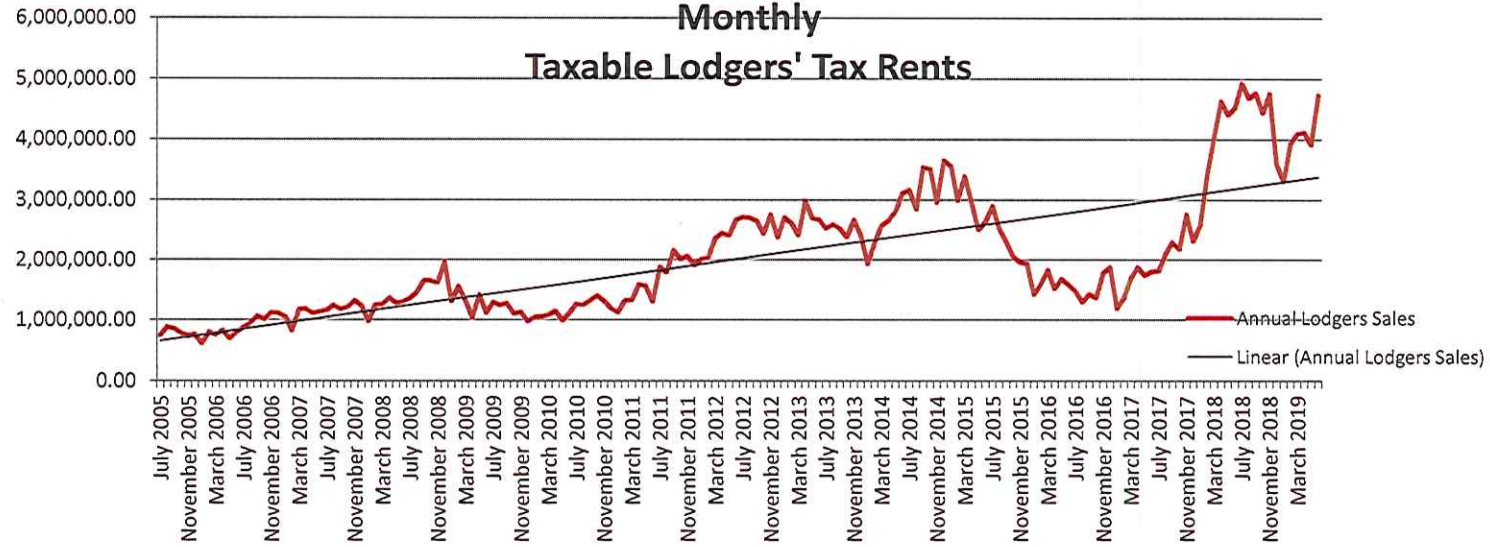
### Monthly Lodgers' Tax Collection



### Annual Taxable Lodgers' Tax Rents



### Monthly Taxable Lodgers' Tax Rents









# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 15, 2019

**SUBJECT:** Resolution Adopting Budgetary Adjustment #6 for the Fiscal Year 2018-2019  
**DEPT. OF ORIGIN:** Finance Department  
**DATE SUBMITTED:** July 10, 2019  
**SUBMITTED BY:** Deborah Corral, Assistant Finance Director

**Summary:**

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

Enclosed is a budgetary adjustment #6 for the current year. A summary of the funds adjusted is attached to this resolution. After this adjustment is approved by the Commission, it must be forwarded to the Department of Finance & Administration for their approval.

**Fiscal Impact:**

Reviewed By: \_\_\_\_\_

Finance Department

Included in this budget adjustment are transfers between accounts that do not affect the cash balance as well as cash transfers between funds.

Total revenues increase by \$16,586,228 and total expenditures increase by \$493,032. These increases reflect necessary changes to the budget to reflect actual cash received over the budget as well as to correct expense accounts that exceeded their budget – both are necessary for approval of the 4<sup>th</sup> Quarter Report submitted to DFA.

These changes will not affect the FY20 Final Budget as it utilizes the actual cash balances at 06/30/19 – changes contained in BAR #6 only affect budgeted cash for FY19.

**Attachments:**

- Budget Cash Balance Sheet
- Budgeted Adjustments Detail
- Resolution approving Budget Adjustment for the fiscal year 2018-2019

**Legal Review:**

Approved As To Form: \_\_\_\_\_

City Attorney

**Recommendation:**

Motion to approve the resolution.

Approved For Submittal By:

Department Director

City Manager

CITY CLERKS USE ONLY  
COMMISSION ACTION TAKEN

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
File No. \_\_\_\_\_

Denied

CITY OF HOBBS

RESOLUTION NO. 6822

BUDGETARY ADJUSTMENT #6

FISCAL YEAR 2018-2019

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 are increases to expenditures in the amount of \$493,032, and increases to revenues in the amount of \$16,586,228; and

WHEREAS, included in this budgetary adjustment are transfers between accounts that do not affect the cash balance as well as cash transfers between funds;

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

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

PASSED, ADOPTED AND APPROVED this 15<sup>th</sup> day of July, 2019

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

**City of Hobbs Budget Adjustment Request #6  
FY19 Fund Summary**

	Beginning Cash 06/30/2018	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash
1 GENERAL	54,640,045.37	81,052,469.15	(9,575,902.32)	85,543,210.24	40,573,401.96
2 LAND ACQUISITIO	326,192.47	100,000.00	-	325,000.00	101,192.47
<b>General Fund Subtotal</b>	<b>54,966,237.84</b>	<b>81,152,469.15</b>	<b>(9,575,902.32)</b>	<b>85,868,210.24</b>	<b>40,674,594.43</b>
11 LOCAL GOV CORR	559,796.11	283,623.00	-	755,540.01	87,879.10
12 POLICE PROTECTI	87,000.00	79,200.00	-	166,200.00	-
13 P D N (parif, drug,	1,918.75	-	-	-	1,918.75
14 SAFER Grant	1,000.00	409,148.31	110,595.63	519,743.65	1,000.29
15 COPS GRANT	1,000.00	697,584.94	510,095.01	985,135.95	223,544.00
16 RECREATION (COF	75,000.00	9,518,340.78	3,530,355.49	11,668,186.27	1,455,510.00
17 OLDER AMERICAN	1,000.00	185,939.00	945,203.89	1,118,855.89	13,287.00
18 GOLF	1,000.00	1,016,634.00	3,366,027.40	4,367,191.40	16,470.00
19 CEMETERY	1,000.00	213,985.00	534,135.51	693,719.51	55,401.00
20 AIRPORT	288,518.33	41,000.00	-	110,716.20	218,802.13
23 LODGERS' TAX	1,382,920.55	2,592,920.12	(1,105,455.00)	850,000.00	2,020,385.67
27 PUBLIC TRANSPOR	-	1,071,513.60	369,795.39	1,237,821.33	203,487.66
28 FIRE PROTECTION	444,158.18	651,908.00	-	924,765.00	171,301.18
29 EMER MEDICAL SI	11.27	20,000.00	-	20,000.00	11.27
<b>Special Revenue Subtotal</b>	<b>2,844,323.19</b>	<b>16,781,796.75</b>	<b>8,260,753.32</b>	<b>23,417,875.21</b>	<b>4,468,998.05</b>
37 COMM DEVE CON	1,000.00	500,000.00	315,149.00	635,149.00	181,000.00
46 BEAUTIFICATION I	1,538,849.89	-	-	402,856.00	1,135,993.89
48 STREET IMPROVEI	2,024,650.68	1,259,997.33	-	2,510,576.00	774,072.01
49 CITY COMM. IMPR	512,265.22	3,293,006.04	(1,861,265.22)	116,000.00	1,828,006.04
<b>Capital Project Subtotal</b>	<b>4,076,765.79</b>	<b>5,053,003.37</b>	<b>(1,546,116.22)</b>	<b>3,664,581.00</b>	<b>3,919,071.94</b>
51 UTILITY BOND	-	-	307,004.58	307,004.58	-
53 WASTEWATER BC	1,989,842.96	-	2,105,209.23	2,105,209.23	1,989,842.96
<b>Debt Service Subtotal</b>	<b>1,989,842.96</b>	<b>-</b>	<b>2,412,213.81</b>	<b>2,412,213.81</b>	<b>1,989,842.96</b>
10 SOLID WASTE	1,975,305.24	6,921,767.00	-	6,559,000.04	2,338,072.20
44 JOINT UTILITY EXT	402,868.75	335,000.00	1,206,326.74	1,943,196.00	999.49
60 JOINT UTILITY	5,554,307.33	-	1,355,580.42	5,750,461.87	1,159,425.88
61 JOINT UTILITY COI	1,000.00	-	5,347,415.00	5,347,415.00	1,000.00
62 WASTE WATER PL	11,548,869.72	7,563,572.00	2,332,929.98	20,821,834.00	623,537.70
63 JOINT UTILTIY - W	1,000.00	-	4,007,799.35	4,008,788.35	11.00
65 JOINT UTILTIY INC	1,000.00	8,028,468.08	(6,791,000.08)	60,000.00	1,178,468.00
66 JOINT UTILITY INC	1,000.00	7,443,435.00	(7,010,000.00)	-	434,435.00
68 METER DEPOSIT R	973,283.94	425,000.04	-	425,000.00	973,283.98
69 INTERNAL SUPPLY	76,262.04	300,000.00	-	300,000.00	76,262.04
<b>Utility Subtotals</b>	<b>20,534,897.02</b>	<b>31,017,242.12</b>	<b>449,051.41</b>	<b>45,215,695.26</b>	<b>6,785,495.29</b>
64 MEDICAL INSURA	3,737,836.73	6,911,683.88	(660,636.72)	6,333,545.88	3,655,338.01
67 WORKERS COMP	1,069,590.48	757,468.36	-	800,000.00	1,027,058.84
<b>Internal Service Subtotal</b>	<b>4,807,427.21</b>	<b>7,669,152.24</b>	<b>(660,636.72)</b>	<b>7,133,545.88</b>	<b>4,682,396.85</b>
70 MOTOR VEHICLE	22,290.49	5,592,880.00	-	5,500,000.00	115,170.49
71 MUNI JUDGE BON	103,565.84	-	-	-	103,565.84
72 RETIREE HEALTH I	9,000,000.00	1,237,414.32	660,636.72	1,774,052.04	9,123,999.00
73 CRIME LAB FUND	72,649.55	121,000.00	-	121,000.00	72,649.55
75 FORECLOSURE TR	71.88	-	-	-	71.88
76 RECREATION TRU	-	-	-	-	-
77 LIBRARY TRUST	5,756.00	1,000.00	-	2,000.00	4,756.00
78 SENIOR CITIZEN T	9,088.18	2,000.00	-	10,000.00	1,088.18
79 PRAIRIE HAVEN M	5,680.71	150.00	-	-	5,830.71
80 COMMUNITY PAR	1,519.50	100.00	-	-	1,619.50
82 EVIDENCE TRUST	131,237.46	1,000.00	-	-	132,237.46
83 HOBBS BEAUTIFU	24,069.53	1,000.00	-	10,000.00	15,069.53
86 CITY AGENCY TRU	4,907.95	1,500.00	-	2,500.00	3,907.95
<b>Trust &amp; Agency Subtotal</b>	<b>9,380,837.09</b>	<b>6,958,044.32</b>	<b>660,636.72</b>	<b>7,419,552.04</b>	<b>9,579,966.09</b>
<b>Grant Total All Funds</b>	<b>98,600,331.10</b>	<b>148,631,707.95</b>	<b>-</b>	<b>175,131,673.44</b>	<b>72,100,365.61</b>
		16,586,228.00		493,032.00	

47%

### Expense (Reclasses):

Fund	Org	Object	Project	Dept	Description	Current Budget	Budget Request	New Budget	Comments
1	010201	41129		PD Admin	FITNESS INCENTIVE	-	1,500.00	1,500.00	transfer for police fitness incentive
1	010201	41101		PD Admin	SALARIES - CERTIFIED	317,990.40	(1,500.00)	316,490.40	transfer for police fitness incentive
1	010202	41129		PD Patrol	FITNESS INCENTIVE	-	16,500.00	16,500.00	transfer for police fitness incentive
1	010202	41101		PD Patrol	SALARIES - CERTIFIED	3,943,031.07	(16,500.00)	3,926,531.07	transfer for police fitness incentive
1	010203	41129		PD CID	FITNESS INCENTIVE	-	7,500.00	7,500.00	transfer for police fitness incentive
1	010203	41101		PD CID	SALARIES - CERTIFIED	1,346,666.24	(7,500.00)	1,339,166.24	transfer for police fitness incentive
1	010204	41129		PD Support	FITNESS INCENTIVE	-	9,000.00	9,000.00	transfer for police fitness incentive
1	010204	41101		PD Support	SALARIES - CERTIFIED	1,170,925.44	(9,000.00)	1,161,925.44	transfer for police fitness incentive
1	154015	41129		Cops Grant	FITNESS INCENTIVE	-	3,000.00	3,000.00	transfer for police fitness incentive
1	154015	41101		Cops Grant	SALARIES	270,403.60	(3,000.00)	267,403.60	transfer for police fitness incentive
1	010330	42320	00274		SUMMER SPORTS	3,200.00	12,821.27	16,021.27	transfer for summer sports program
1	010330	42320	00277		EMPLOYEE HOLIDAY PARTY	15,000.00	(8,321.27)	6,678.73	transfer for summer sports program
1	010330	42320	00266		FATHER DAUGHTER DANCE	7,700.00	(1,000.00)	6,700.00	transfer for summer sports program
1	010330	42357			ADVERTISING	24,000.00	(3,500.00)	20,500.00	transfer for summer sports program
1	010415	42706			EQUIPMENT UNDER 5000.00	2,800.00	6,000.00	8,800.00	transfer for repair of gps base station
1	010410	42601			PROFESSIONAL SERVICES	30,000.00	(6,000.00)	24,000.00	transfer for repair of gps base station
1	010413	42210			SERVICE/MAINT. CONTRACT	1,000.00	200.00	1,200.00	transfer for service contract
1	010413	42310			SUPPLIES-DATA PROCESSING	200.00	(200.00)	-	transfer for service contract
17	174017	42302			TRAVEL, MEALS AND SCHOOLS	780.00	1,270.00	2,050.00	City Manager Approved transfer for travel to Senior Olymp
17	174017	42324			MISCELLANEOUS AND EMERGENCY	5,000.00	(1,270.00)	3,730.00	City Manager Approved transfer for travel to Senior Olymp
18	184316	42601			PROFESSIONAL SERVICES	129,000.00	11,750.00	140,750.00	transfer to cover 1st tee and other contract
18	184316	42388			TOURNAMENT EXPENSE	26,750.00	(11,750.00)	15,000.00	transfer to cover 1st tee and other contract
18	184316	42204			UNIFORMS	4,490.00	(500.00)	3,990.00	transfer funds for dues & subs
18	184316	42203			DUES AND SUBSCRIPTIONS	2,094.54	500.00	2,594.54	transfer funds for dues & subs
18	184316	42204			UNIFORMS	4,490.00	(88.00)	4,402.00	transfer funds for dues & subs
18	184316	42203			DUES AND SUBSCRIPTIONS	2,094.54	88.00	2,182.54	transfer funds for dues & subs
29	294029	42353			TRAINING	8,000.00	(2,765.00)	5,235.00	transfer remaining grant to med supplies
29	294029	42305			SUPPLIES-MEDICAL	5,000.00	2,765.00	7,765.00	transfer remaining grant to med supplies
29	294029	42302			TRAVEL, MEALS AND SCHOOLS	7,000.00	(2,295.60)	4,704.40	transfer remaining grant to med supplies
29	294029	42305			SUPPLIES-MEDICAL	5,000.00	2,295.60	7,295.60	transfer remaining grant to med supplies
1	010343	42201			UTILITIES	30,000.00	(75.00)	29,925.00	transfer to food & linen for event
1	010343	42315			FOOD AND LINEN	600.00	75.00	675.00	transfer to food & linen for event

### Expense (Year End Entries):

Fund	Org	Object	Project	Dept	Description	Current Budget	Budget Request	New Budget	Comments
1	010125	41110	-		WORKER'S COMPENSATION	2,729.53	192.00	2,921.53	increase expense budgets exceeded by actuals

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1	010130	41110	-	WORKER'S COMPENSATION	900.37	102.00	1,002.37	increase expense budgets exceeded by actuals
1	010130	42304	-	PRINTING AND DUPLICATING	12,400.00	509.00	12,909.00	increase expense budgets exceeded by actuals
1	010130	42643	-	CREDIT CARD FEE EXPENDITURE	41,600.00	7,858.00	49,458.00	increase expense budgets exceeded by actuals
1	010140	41110	-	WORKER'S COMPENSATION	1,614.51	176.00	1,790.51	increase expense budgets exceeded by actuals
1	010140	41128	-	FSA EXPENSE	135.00	4.00	139.00	increase expense budgets exceeded by actuals
1	010140	42301	-	SUPPLIES-OFFICE	3,500.00	295.00	3,795.00	increase expense budgets exceeded by actuals
1	010140	42304	-	PRINTING AND DUPLICATING	5,200.00	290.00	5,490.00	increase expense budgets exceeded by actuals
1	010145	41110	-	WORKER'S COMPENSATION	1,360.94	140.00	1,500.94	increase expense budgets exceeded by actuals
1	010150	41110	-	WORKER'S COMPENSATION	651.05	78.00	729.05	increase expense budgets exceeded by actuals
1	010150	41114	-	LONG-TERM/SHORT-TERM DISABILIT	305.79	11.00	316.79	increase expense budgets exceeded by actuals
1	010150	42203	-	DUES AND SUBSCRIPTIONS	3,000.00	710.00	3,710.00	increase expense budgets exceeded by actuals
1	010160	41101	-	SALARIES	240,428.88	58,210.00	298,638.88	increase expense budgets exceeded by actuals
1	010160	41110	-	WORKER'S COMPENSATION	757.01	320.00	1,077.01	increase expense budgets exceeded by actuals
1	010160	41111	-	FICA	19,346.00	3,057.00	22,403.00	increase expense budgets exceeded by actuals
1	010160	41114	-	LONG-TERM/SHORT-TERM DISABILIT	277.30	54.00	331.30	increase expense budgets exceeded by actuals
1	010160	42303	-	SUPPLIES-JANITOR	600.00	3.00	603.00	increase expense budgets exceeded by actuals
1	010160	42304	-	PRINTING AND DUPLICATING	2,500.00	213.00	2,713.00	increase expense budgets exceeded by actuals
1	010170	41101	-	SALARIES	319,512.52	6,047.00	325,559.52	increase expense budgets exceeded by actuals
1	010170	41110	-	WORKER'S COMPENSATION	932.75	118.00	1,050.75	increase expense budgets exceeded by actuals
1	010170	41112	-	PERA	43,317.08	310.00	43,627.08	increase expense budgets exceeded by actuals
1	010170	41114	-	LONG-TERM/SHORT-TERM DISABILIT	312.59	24.00	336.59	increase expense budgets exceeded by actuals
1	010170	41121	-	PTO Payout (Term)	125.00	111.00	236.00	increase expense budgets exceeded by actuals
1	010170	41126	-	ADMIN LEAVE	-	607.00	607.00	increase expense budgets exceeded by actuals
1	010170	42202	-	COMMUNICATIONS	350.00	41.00	391.00	increase expense budgets exceeded by actuals
1	010190	41110	-	WORKER'S COMPENSATION	1,072.18	140.00	1,212.18	increase expense budgets exceeded by actuals
1	010190	41128	-	FSA EXPENSE	360.00	23.00	383.00	increase expense budgets exceeded by actuals
1	010201	41110	-	WORKER'S COMPENSATION	7,511.11	488.00	7,999.11	increase expense budgets exceeded by actuals
1	010201	41121	-	PTO PAYOUT	-	24,125.00	24,125.00	increase expense budgets exceeded by actuals
1	010201	41108	-	BONUS/INCENTIVE PAY	10,000.00	37,000.00	47,000.00	increase expense budgets exceeded by actuals
1	010202	41110	-	WORKER'S COMPENSATION	105,725.16	7,002.00	112,727.16	increase expense budgets exceeded by actuals
1	010202	41129	-	FITNESS INCENTIVE	-	16,500.00	16,500.00	increase expense budgets exceeded by actuals
1	010203	41110	-	WORKER'S COMPENSATION	32,552.61	2,178.00	34,730.61	increase expense budgets exceeded by actuals
1	010203	41129	-	FITNESS INCENTIVE	-	7,500.00	7,500.00	increase expense budgets exceeded by actuals
1	010204	41110	-	WORKER'S COMPENSATION	24,002.05	1,604.00	25,606.05	increase expense budgets exceeded by actuals
1	010204	41129	-	FITNESS INCENTIVE	-	9,000.00	9,000.00	increase expense budgets exceeded by actuals
1	010206	41110	-	WORKER'S COMPENSATION	2,313.38	265.00	2,578.38	increase expense budgets exceeded by actuals
1	010207	41110	-	WORKER'S COMPENSATION	7,952.68	520.00	8,472.68	increase expense budgets exceeded by actuals
1	010220	41108	-	BONUS/INCENTIVE PAY	8,000.00	13,000.00	21,000.00	increase expense budgets exceeded by actuals
1	010220	41110	-	WORKER'S COMPENSATION	161,910.94	10,668.00	172,578.94	increase expense budgets exceeded by actuals
1	010220	41111	-	FICA	348,279.88	2,014.00	350,293.88	increase expense budgets exceeded by actuals
1	010220	41115	-	BILINGUAL PAY	10,500.00	6,000.00	16,500.00	increase expense budgets exceeded by actuals
1	010220	41121	-	PTO Payout (Term)	22,000.00	2,318.00	24,318.00	increase expense budgets exceeded by actuals
1	010220	41125	-	SWAT PAY	1,500.00	1,500.00	3,000.00	increase expense budgets exceeded by actuals

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1	010220	41126	-	ADMIN LEAVE	1,400.00	2,176.00	3,576.00	increase expense budgets exceeded by actuals
1	010220	42305	-	SUPPLIES-MEDICAL	137,000.00	2,600.00	139,600.00	increase expense budgets exceeded by actuals
1	010220	42307	-	SMALL HAND TOOLS	1,000.00	338.00	1,338.00	increase expense budgets exceeded by actuals
1	010220	42377	-	TRAINING SUPPLIES	3,300.00	89.00	3,389.00	increase expense budgets exceeded by actuals
1	010310	41110	-	WORKER'S COMPENSATION	1,849.84	260.00	2,109.84	increase expense budgets exceeded by actuals
1	010310	42232	-	SERVICE-JANITOR	42,000.00	7.00	42,007.00	increase expense budgets exceeded by actuals
1	010310	42320	-	SPECIAL PROGRAMS PRESENTATION	3,750.00	18.00	3,768.00	increase expense budgets exceeded by actuals
1	010310	42335	-	SUPPLIES-LIBRARY	7,500.00	13.00	7,513.00	increase expense budgets exceeded by actuals
1	010320	41110	-	WORKER'S COMPENSATION	24,725.28	3,236.00	27,961.28	increase expense budgets exceeded by actuals
1	010320	42201	-	UTILITIES	550,000.00	47,051.00	597,051.00	increase expense budgets exceeded by actuals
1	010321	41110	-	WORKER'S COMPENSATION	4,556.90	335.00	4,891.90	increase expense budgets exceeded by actuals
1	010321	42201	-	UTILITIES	144,000.00	3,497.00	147,497.00	increase expense budgets exceeded by actuals
1	010326	41110	-	WORKER'S COMPENSATION	3,001.53	2,109.00	5,110.53	increase expense budgets exceeded by actuals
1	010326	41123	-	PTO PAYOUT	-	9,422.00	9,422.00	increase expense budgets exceeded by actuals
1	010326	41123	-	FSA EXPENSE	-	3,146.00	3,146.00	increase expense budgets exceeded by actuals
1	010326	42201	-	UTILITIES	55,500.00	10,317.00	65,817.00	increase expense budgets exceeded by actuals
1	010330	41110	-	WORKER'S COMPENSATION	4,104.67	493.00	4,597.67	increase expense budgets exceeded by actuals
1	010332	41110	-	WORKER'S COMPENSATION	1,453.72	1,172.00	2,625.72	increase expense budgets exceeded by actuals
1	010332	42303	-	SUPPLIES-JANITOR	4,020.00	138.00	4,158.00	increase expense budgets exceeded by actuals
1	010332	42501	-	BUILDING AND GROUNDS	15,100.00	240.00	15,340.00	increase expense budgets exceeded by actuals
1	010335	41110	-	WORKER'S COMPENSATION	3,499.78	749.00	4,248.78	increase expense budgets exceeded by actuals
1	010340	41110	-	WORKER'S COMPENSATION	4,824.94	368.00	5,192.94	increase expense budgets exceeded by actuals
1	010340	41113	-	INSURANCE-MEDICAL/DENTAL	60,596.27	6,064.00	66,660.27	increase expense budgets exceeded by actuals
1	010340	41128	-	FSA EXPENSE	135.00	23.00	158.00	increase expense budgets exceeded by actuals
1	010343	41110	-	WORKER'S COMPENSATION	3,759.04	295.00	4,054.04	increase expense budgets exceeded by actuals
1	010343	41113	-	INSURANCE-MEDICAL/DENTAL	77,613.64	7,005.00	84,618.64	increase expense budgets exceeded by actuals
1	010343	42301	-	SUPPLIES-OFFICE	2,500.00	487.00	2,987.00	increase expense budgets exceeded by actuals
1	010343	42643	-	CREDIT CARD FEE EXPENDITURE	800.00	158.00	958.00	increase expense budgets exceeded by actuals
1	010410	41110	-	WORKER'S COMPENSATION	12,173.64	783.00	12,956.64	increase expense budgets exceeded by actuals
1	010410	41121	-	FSA EXPENSE	-	2.00	2.00	increase expense budgets exceeded by actuals
1	010412	41110	-	WORKER'S COMPENSATION	11,089.19	713.00	11,802.19	increase expense budgets exceeded by actuals
1	010412	42352	-	PAINT	4,000.00	2,243.00	6,243.00	increase expense budgets exceeded by actuals
1	010413	41110	-	WORKER'S COMPENSATION	2,407.30	168.00	2,575.30	increase expense budgets exceeded by actuals
1	010413	42202	-	COMMUNICATIONS	1,000.00	850.00	1,850.00	increase expense budgets exceeded by actuals
1	010413	42210	-	SERVICE/MAINT. CONTRACT	1,000.00	190.00	1,190.00	increase expense budgets exceeded by actuals
1	010415	41110	-	WORKER'S COMPENSATION	5,291.98	344.00	5,635.98	increase expense budgets exceeded by actuals
1	010415	42706	-	EQUIPMENT UNDER 5000.00	2,800.00	3,100.00	5,900.00	increase expense budgets exceeded by actuals
1	010420	41110	-	WORKER'S COMPENSATION	10,985.84	744.00	11,729.84	increase expense budgets exceeded by actuals
1	010420	42406	-	TIRES AND TUBES	90,000.00	1,115.00	91,115.00	increase expense budgets exceeded by actuals
1	010421	41110	-	WORKER'S COMPENSATION	9,842.62	648.00	10,490.62	increase expense budgets exceeded by actuals
1	010422	41110	-	WORKER'S COMPENSATION	7,317.36	488.00	7,805.36	increase expense budgets exceeded by actuals
1	010422	41128	-	FSA EXPENSE	90.00	23.00	113.00	increase expense budgets exceeded by actuals
1	010423	41110	-	WORKER'S COMPENSATION	69,251.58	4,416.00	73,667.58	increase expense budgets exceeded by actuals

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1	010423	42305	-	SUPPLIES-MEDICAL	3,000.00	30.00	3,030.00	increase expense budgets exceeded by actuals
<b>1 Total</b>						<b>338,988.00</b>		
10	104010	42211	-	WASTE MANAGEMENT CONTRACT	6,100,000.04	59,000.00	6,159,000.04	increase expense budgets exceeded by actuals
<b>10 Total</b>						<b>59,000.00</b>		increase expense budgets exceeded by actuals
15	154015	41110	-	WORKER'S COMPENSATION	7,447.55	725.00	8,172.55	increase expense budgets exceeded by actuals
15	154015	41125	-	SWAT Pay	-	1,500.00	1,500.00	increase expense budgets exceeded by actuals
15	154015	41129	-	FITNESS INCENTIVE	-	3,000.00	3,000.00	increase expense budgets exceeded by actuals
15	154115	41110	-	WORKER'S COMPENSATION	7,344.65	725.00	8,069.65	increase expense budgets exceeded by actuals
15	154115	41121	-	PTO PAYOUT	-	1,238.00	1,238.00	increase expense budgets exceeded by actuals
<b>15 Total</b>						<b>7,188.00</b>		
16	164016	41110	-	WORKER'S COMPENSATION	17,891.13	1,934.00	19,825.13	increase expense budgets exceeded by actuals
16	164016	41115	-	BILINGUAL PAY	9,000.00	6,000.00	15,000.00	increase expense budgets exceeded by actuals
16	164016	41121	-	PTO Payout (Term)	6,500.00	3,568.00	10,068.00	increase expense budgets exceeded by actuals
16	164016	41126	-	Admin Leave	8,800.00	64.00	8,864.00	increase expense budgets exceeded by actuals
<b>16 Total</b>						<b>11,566.00</b>		
17	174017	41101	00800	SALARIES	109,347.42	9,911.00	119,258.42	increase expense budgets exceeded by actuals
17	174017	41102	-	OVERTIME	9,840.00	2,462.00	12,302.00	increase expense budgets exceeded by actuals
17	174017	41110	-	WORKER'S COMPENSATION	2,371.64	202.00	2,573.64	increase expense budgets exceeded by actuals
17	174017	41110	00800	WORKER'S COMPENSATION	1,390.31	120.00	1,510.31	increase expense budgets exceeded by actuals
17	174017	41110	00801	WORKER'S COMPENSATION	866.67	70.00	936.67	increase expense budgets exceeded by actuals
17	174017	41121	-	PTO Payout (Term)	4,750.00	11,811.00	16,561.00	increase expense budgets exceeded by actuals
17	174017	41126	-	Admin Leave	-	916.00	916.00	increase expense budgets exceeded by actuals
17	174017	42302	-	TRAVEL, MEALS AND SCHOOLS	780.00	430.00	1,210.00	increase expense budgets exceeded by actuals
17	174017	42302	00800	TRAVEL, MEALS AND SCHOOLS	260.00	101.00	361.00	increase expense budgets exceeded by actuals
17	174017	42302	00801	TRAVEL, MEALS AND SCHOOLS	260.00	101.00	361.00	increase expense budgets exceeded by actuals
17	174017	42304	-	PRINTING AND DUPLICATING	5,640.00	793.00	6,433.00	increase expense budgets exceeded by actuals
17	174017	42304	00800	PRINTING AND DUPLICATING	1,880.00	265.00	2,145.00	increase expense budgets exceeded by actuals
17	174017	42304	00801	PRINTING AND DUPLICATING	1,880.00	265.00	2,145.00	increase expense budgets exceeded by actuals
17	174017	42310	-	SUPPLIES-DATA PROCESSING	420.00	95.00	515.00	increase expense budgets exceeded by actuals
17	174017	42310	00800	SUPPLIES-DATA PROCESSING	140.00	32.00	172.00	increase expense budgets exceeded by actuals
17	174017	42310	00801	SUPPLIES-DATA PROCESSING	140.00	32.00	172.00	increase expense budgets exceeded by actuals
17	174017	42313	-	SAFETY EQUIPMENT	540.00	173.00	713.00	increase expense budgets exceeded by actuals
17	174017	42313	00800	SAFETY EQUIPMENT	180.00	8.00	188.00	increase expense budgets exceeded by actuals
17	174017	42313	00801	SAFETY EQUIPMENT	180.00	8.00	188.00	increase expense budgets exceeded by actuals
17	174017	42321	-	SPECIAL EVENTS AND PRIZES	4,000.00	131.00	4,131.00	increase expense budgets exceeded by actuals
17	174017	43013	-	BUILDING IMPROVEMENTS	21,000.00	79.00	21,079.00	increase expense budgets exceeded by actuals
<b>17 Total</b>						<b>28,005.00</b>		
18	184315	42303	-	SUPPLIES-JANITOR	5,500.00	451.00	5,951.00	increase expense budgets exceeded by actuals
18	184316	42202	-	COMMUNICATIONS	5,400.00	13.00	5,413.00	increase expense budgets exceeded by actuals
<b>18 Total</b>						<b>464.00</b>		
19	194019	41110	-	WORKER'S COMPENSATION	5,686.58	384.00	6,070.58	increase expense budgets exceeded by actuals
<b>19 Total</b>						<b>384.00</b>		
27	274027	41110	-	WORKER'S COMPENSATION	7,951.40	800.00	8,751.40	increase expense budgets exceeded by actuals



27	274027	42208	-	FUEL	54,000.00	7,500.00	61,500.00	increase expense budgets exceeded by actuals
27	274027	42326	-	MOTOR OIL (LUBRICANTS)	3,600.00	157.00	3,757.00	increase expense budgets exceeded by actuals
<b>27 Total</b>						<b>8,457.00</b>		
60	604600	41110	-	WORKER'S COMPENSATION	3,564.29	239.00	3,803.29	increase expense budgets exceeded by actuals
60	604610	41110	-	WORKER'S COMPENSATION	28,043.91	1,899.00	29,942.91	increase expense budgets exceeded by actuals
60	604610	41128	-	FSA EXPENSE	45.00	19.00	64.00	increase expense budgets exceeded by actuals
60	604610	42403	-	Machine Repair and Maintenance	5,146.00	6,300.00	11,446.00	increase expense budgets exceeded by actuals
60	604620	41110	-	WORKER'S COMPENSATION	8,022.35	533.00	8,555.35	increase expense budgets exceeded by actuals
60	604620	42201	-	UTILITIES	440,000.00	17,992.00	457,992.00	increase expense budgets exceeded by actuals
60	604620	42202	-	COMMUNICATIONS	2,000.00	147.00	2,147.00	increase expense budgets exceeded by actuals
60	604630	41110	-	WORKER'S COMPENSATION	919.38	122.00	1,041.38	increase expense budgets exceeded by actuals
60	604640	41110	-	WORKER'S COMPENSATION	5,453.69	384.00	5,837.69	increase expense budgets exceeded by actuals
60	604650	41110	-	WORKER'S COMPENSATION	3,926.00	271.00	4,197.00	increase expense budgets exceeded by actuals
60	604650	41126	-	Admin Leave	-	4.00	4.00	increase expense budgets exceeded by actuals
60	604685	41110	-	WORKER'S COMPENSATION	3,838.96	256.00	4,094.96	increase expense budgets exceeded by actuals
<b>60 Total</b>						<b>28,166.00</b>		
63	634370	41110	-	WORKER'S COMPENSATION	14,646.33	989.00	15,635.33	increase expense budgets exceeded by actuals
<b>63 Total</b>						<b>989.00</b>		
64	644064	42645	-	FEES - ADMIN	862,824.48	9,825.00	872,649.48	increase expense budgets exceeded by actuals
<b>64 Total</b>						<b>9,825.00</b>		
<b>Grand Total</b>						<b>493,032.00</b>		

### Revenue (Year End Entries):

Fund	Org	Object	Project	Dept	Description	Current Budget	Budget Request	New Budget	Comments
1	019999	30101			PROPERTY TAX	(2,647,549.00)	(223,662.00)	(2,871,211.00)	increase revenue budgets exceeded by actuals
1	019999	30105			OIL & GAS PRODUCTION	(172,153.00)	(212,984.00)	(385,137.00)	increase revenue budgets exceeded by actuals
1	019999	30106			OIL & GAS EQUIPMENT	(32,679.00)	(18,243.00)	(50,922.00)	increase revenue budgets exceeded by actuals
1	019999	30109			GROSS RECEIPTS 1.25%	(28,368,500.00)	(4,846,701.00)	(33,215,201.00)	increase revenue budgets exceeded by actuals
1	019999	30113			FRANCHISE TAX - ELECTRIC	(575,000.00)	(23,073.00)	(598,073.00)	increase revenue budgets exceeded by actuals
1	019999	30114			FRANCHISE TAX - GAS	(115,000.00)	(1,036.00)	(116,036.00)	increase revenue budgets exceeded by actuals
1	019999	30115			FRANCHISE TAX - CABLE	(150,000.00)	(8,821.00)	(158,821.00)	increase revenue budgets exceeded by actuals
1	019999	30201			LIQUOR LICENSES	(13,000.00)	(2,188.00)	(15,188.00)	increase revenue budgets exceeded by actuals
1	019999	30203			BUILDING PERMITS	(185,000.00)	(141,195.00)	(326,195.00)	increase revenue budgets exceeded by actuals
1	019999	30206			PERMITS - FIRE DEPT	(6,200.00)	(825.00)	(7,025.00)	increase revenue budgets exceeded by actuals
1	019999	30207			BUSINESS REGISTRATION	(45,000.00)	(5,895.00)	(50,895.00)	increase revenue budgets exceeded by actuals
1	019999	30209			MISCELLANEOUS/TAXI PERMIT	(12,500.00)	(8,435.00)	(20,935.00)	increase revenue budgets exceeded by actuals
1	019999	30305			AUTO LICENSE DIST. 60%	(22,000.00)	(1,279.00)	(23,279.00)	increase revenue budgets exceeded by actuals
1	019999	30309			GROSS RECEIPTS TAX-1.225%	(28,368,500.00)	(4,157,638.00)	(32,526,138.00)	increase revenue budgets exceeded by actuals
1	019999	30401			SALE OF MAPS/PUBLICATIONS	(50.00)	(406.00)	(456.00)	increase revenue budgets exceeded by actuals
1	019999	30405			DRIVERS LICENSE DIST.	(220,000.00)	(37,077.00)	(257,077.00)	increase revenue budgets exceeded by actuals

BAR #6 Detail

1	019999	30406		SIDEWALK REPAIR	(3,000.00)	(346.00)	(3,346.00)	increase revenue budgets exceeded by actuals
1	019999	30411		ANIMAL SHELTER FEES-RECLAIM	(15,000.00)	(3,190.00)	(18,190.00)	increase revenue budgets exceeded by actuals
1	019999	30412		ANIMAL PICK UP FEES	(1,600.00)	(13,015.00)	(14,615.00)	increase revenue budgets exceeded by actuals
1	019999	30415		AMBULANCE FEES	(1,350,000.00)	(264,079.00)	(1,614,079.00)	increase revenue budgets exceeded by actuals
1	019999	30426		HARRY MCADAMS	(35,000.00)	(14,966.00)	(49,966.00)	increase revenue budgets exceeded by actuals
1	019999	30428		RENTAL - TEEN CENTER	(1,000.00)	(2,500.00)	(3,500.00)	increase revenue budgets exceeded by actuals
1	019999	30429		RENTALS	(15,000.00)	(3,025.00)	(18,025.00)	increase revenue budgets exceeded by actuals
1	019999	30431		REFUNDABLE DEPOSITS	(1,000.00)	(555.00)	(1,555.00)	increase revenue budgets exceeded by actuals
1	019999	30433		STERILIZATION FEE	(19,000.00)	(5,780.00)	(24,780.00)	increase revenue budgets exceeded by actuals
1	019999	30442	0	VENDOR BOOTH RENTAL	-	(750.00)	(750.00)	increase revenue budgets exceeded by actuals
1	019999	30470		MVD LOCAL OPTION FEE	(140,000.00)	(9,722.00)	(149,722.00)	increase revenue budgets exceeded by actuals
1	019999	30495	0	Field Use Fee Revenue	(13,000.00)	(23,150.00)	(36,150.00)	increase revenue budgets exceeded by actuals
1	019999	30503		LIBRARY FINES	(14,000.00)	(77.00)	(14,077.00)	increase revenue budgets exceeded by actuals
1	019999	30601		INTEREST ON INVESTMENTS	(125,000.00)	(1,737,278.00)	(1,862,278.00)	increase revenue budgets exceeded by actuals
1	019999	30611		MISCELLANEOUS INCOME	(350,000.00)	(82,095.00)	(432,095.00)	increase revenue budgets exceeded by actuals
1	019999	30615		INSURANCE RECOVERIES	(20,000.00)	(14,377.00)	(34,377.00)	increase revenue budgets exceeded by actuals
1	019999	30630		RESTRICTED CPR DONATIONS	(4,500.00)	(7,005.00)	(11,505.00)	increase revenue budgets exceeded by actuals
1	019999	30631	250	Restricted Donations - Conoco	-	(5,000.00)	(5,000.00)	increase revenue budgets exceeded by actuals
1	019999	30632		TREE PLANTING DONATIONS	(300.00)	(300.00)	(600.00)	increase revenue budgets exceeded by actuals
1	019999	30644		INMATE TRUST ACTIVITY	(1,000.00)	(6,743.00)	(7,743.00)	increase revenue budgets exceeded by actuals
1	019999	30645	0	DEVELOPMENT FEES	-	(18,175.00)	(18,175.00)	increase revenue budgets exceeded by actuals
1	019999	30649		SUBDIVISION FEES	(1,000.00)	(1,986.00)	(2,986.00)	increase revenue budgets exceeded by actuals
1	019999	30650	0	RIGHT OF WAY FEES	(2,000.00)	(1,274.00)	(3,274.00)	increase revenue budgets exceeded by actuals
<b>1 Total</b>						<b>(11,904,846.00)</b>		
10	109999	30456		REFUSE REMOVAL CHARGES	(6,500,000.00)	(421,767.00)	(6,921,767.00)	increase revenue budgets exceeded by actuals
<b>10 Total</b>						<b>(421,767.00)</b>		
11	119999	30601		INTEREST ON INVESTMENTS	(5,000.00)	(3,623.00)	(8,623.00)	increase revenue budgets exceeded by actuals
<b>11 Total</b>						<b>(3,623.00)</b>		
16	169999	30611	0	MISCELLANEOUS INCOME	-	(652.00)	(652.00)	increase revenue budgets exceeded by actuals
16	169999	32434		BANQUET ROOMS	(10,000.00)	(125,102.00)	(135,102.00)	increase revenue budgets exceeded by actuals
16	169999	32470		FACILITY MEM RESIDNET - FAMILY	(80,000.00)	(707,578.00)	(787,578.00)	increase revenue budgets exceeded by actuals
16	169999	32491		MERCHANDISE SALES	(16,500.00)	(18,344.00)	(34,844.00)	increase revenue budgets exceeded by actuals
<b>16 Total</b>						<b>(851,676.00)</b>		
17	179999	30709	00800	HOUSE BILL 2 - CONGREGATE	(31,391.00)	(10,419.00)	(41,810.00)	increase revenue budgets exceeded by actuals
17	179999	30709	00801	HOUSE BILL 2 - HOME DELIVERY	(28,014.00)	(8,445.00)	(36,459.00)	increase revenue budgets exceeded by actuals
17	179999	30726	00800	FED C1 - CONGREGATE MEALS	(21,044.00)	(14,307.00)	(35,351.00)	increase revenue budgets exceeded by actuals
17	179999	30768	00800	NSIP REVENUE - CONGREGATE	-	(3,703.00)	(3,703.00)	increase revenue budgets exceeded by actuals
17	179999	30768	00801	NSIP REVENUE - HOME DELIVERY	-	(3,418.00)	(3,418.00)	increase revenue budgets exceeded by actuals
<b>17 Total</b>						<b>(40,292.00)</b>		
18	189999	30611		MISCELLANEOUS INCOME	(1,500.00)	(125.00)	(1,625.00)	increase revenue budgets exceeded by actuals
18	189999	31450		GIFT CARD SALES	(5,000.00)	(6,024.00)	(11,024.00)	increase revenue budgets exceeded by actuals

BAR #6 Detail

18	189999	31452		PPD OTHER - GOLF	(500.00)	(8,427.00)	(8,927.00)	increase revenue budgets exceeded by actuals
18	189999	31453	0	TOURNAMENT CLEARING ACCOUNT	-	(1,358.00)	(1,358.00)	increase revenue budgets exceeded by actuals
<b>18 Total</b>						<b>(15,934.00)</b>		
19	199999	30419		OPENING AND CLOSING CHARGES	(60,000.00)	(22,000.00)	(82,000.00)	increase revenue budgets exceeded by actuals
19	199999	30420		PERPETUAL CARE FEE	(7,500.00)	(2,280.00)	(9,780.00)	increase revenue budgets exceeded by actuals
19	199999	30603		SALE OF LOTS	(85,000.00)	(30,505.00)	(115,505.00)	increase revenue budgets exceeded by actuals
<b>19 Total</b>						<b>(54,785.00)</b>		
23	239999	30110		LODGERS' TAX	(2,500,000.08)	(64,006.00)	(2,564,006.08)	increase revenue budgets exceeded by actuals
23	239999	30601		INTEREST ON INVESTMENTS	(20,000.04)	(8,914.00)	(28,914.04)	increase revenue budgets exceeded by actuals
<b>23 Total</b>						<b>(72,920.00)</b>		
27	279999	30418		HOBBS EXPRESS	(36,000.00)	(1,312.00)	(37,312.00)	increase revenue budgets exceeded by actuals
<b>27 Total</b>						<b>(1,312.00)</b>		
28	289999	30602	0	AUCTION SALES	-	(1,250.00)	(1,250.00)	increase revenue budgets exceeded by actuals
28	289999	30707		STATE ALLOTMENT	(385,000.00)	(147,341.00)	(532,341.00)	increase revenue budgets exceeded by actuals
<b>28 Total</b>						<b>(148,591.00)</b>		
48	489999	30301		GASOLINE TAX	(825,000.00)	(45,820.00)	(870,820.00)	increase revenue budgets exceeded by actuals
48	489999	30601		INTEREST ON INVESTMENTS	(20,000.00)	(12,506.00)	(32,506.00)	increase revenue budgets exceeded by actuals
<b>48 Total</b>						<b>(58,326.00)</b>		
49	499999	30111		GROSS RECEIPTS .125%	(2,586,000.04)	(707,006.00)	(3,293,006.04)	increase revenue budgets exceeded by actuals
<b>49 Total</b>						<b>(707,006.00)</b>		
64	649999	30618		CONTRIBUTIONS/CITY FOR EMP	(5,193,320.16)	(567,015.00)	(5,760,335.16)	increase revenue budgets exceeded by actuals
64	649999	30619		CONTRIBUTIONS/EMPLOYEE	(1,102,602.00)	(20,948.00)	(1,123,550.00)	increase revenue budgets exceeded by actuals
<b>64 Total</b>						<b>(587,963.00)</b>		
65	659999	30112		GROSS RECEIPTS .0625%	(1,295,000.08)	(351,297.00)	(1,646,297.08)	increase revenue budgets exceeded by actuals
65	659999	30449		TAX-EXEMPT SEWER SALES - CITY	(145,000.00)	(8,709.00)	(153,709.00)	increase revenue budgets exceeded by actuals
65	659999	30452		SEWER SALES	(5,100,000.00)	(617,217.00)	(5,717,217.00)	increase revenue budgets exceeded by actuals
65	659999	30457		TRUNK LINE EXT. - SEWER	(70,000.00)	(38,891.00)	(108,891.00)	increase revenue budgets exceeded by actuals
65	659999	30460		SEPTIC DISPOSAL	(300,000.00)	(102,354.00)	(402,354.00)	increase revenue budgets exceeded by actuals
<b>65 Total</b>						<b>(1,118,468.00)</b>		
66	669999	30448		TAX-EXEMPT WATER SALES - CITY	(540,000.00)	(53,260.00)	(593,260.00)	increase revenue budgets exceeded by actuals
66	669999	30450		SALES AND SERVICES	(4,500,000.00)	(234,094.00)	(4,734,094.00)	increase revenue budgets exceeded by actuals
66	669999	30451		CONNECTION CHARGES	(225,000.00)	(13,924.00)	(238,924.00)	increase revenue budgets exceeded by actuals
66	669999	30455		TRUNK LINE EXT. - WATER	(250,000.00)	(60,813.00)	(310,813.00)	increase revenue budgets exceeded by actuals
66	669999	30459		TAX-DEDUCTIBLE WATER SALES	(140,000.00)	(71,344.00)	(211,344.00)	increase revenue budgets exceeded by actuals
<b>66 Total</b>						<b>(433,435.00)</b>		
67	679999	30604		PREMIUM TRANSFERS	(665,064.36)	(72,404.00)	(737,468.36)	increase revenue budgets exceeded by actuals
<b>67 Total</b>						<b>(72,404.00)</b>		
70	709999	30425		SALE OF MVD LICENSES	(5,500,000.00)	(92,880.00)	(5,592,880.00)	increase revenue budgets exceeded by actuals
<b>70 Total</b>						<b>(92,880.00)</b>		
<b>Grand Total</b>						<b>(16,586,228.00)</b>		

**Transfers:**

<i>Fund</i>	<i>Org</i>	<i>Object</i>	<i>Project</i>	<i>Dept</i>	<i>Description</i>	<i>Current Budget</i>	<i>Budget Request</i>	<i>New Budget</i>	<i>Comments</i>
1	019999	30808			Transfer to 27	-	50,053.00	50,053.00	transfer from GF to Public Transportation to bring fund into balance
27	279999	30834			Transfer from 1	-	(50,053.00)	(50,053.00)	
64	649999	30801			TRANSFER TO 72	-	660,637.00	660,637.00	transfer from Active to Retiree medical insurance to keep reserve at \$9,000,000
72	729999	30891			TRANSFER FROM 64	-	(660,637.00)	(660,637.00)	



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: JULY 15, 2019

**SUBJECT:** CONSIDER APPROVAL OF A MEMORANDUM OF UNDERSTANDING FOR FIELD USE AT VETERANS MEMORIAL COMPLEX BETWEEN THE CITY OF HOBBS AND THE UNIVERSITY OF THE SOUTHWEST

**DEPT. OF ORIGIN:** Parks and Recreation Department

**DATE SUBMITTED:** July 9, 2019

**SUBMITTED BY:** Doug McDaniel, Parks & Recreation Director

**Summary:**

The City of Hobbs leases land from the State of New Mexico at the Veterans Memorial Complex site. The University of the Southwest (USW) will use Baker Field for practices and home games during the 2019-2020 academic year. The proposed agreement mandates that the USW Women's Softball Team has priority for the use of Baker Field during the NAIA Softball season. The City and USW will cooperate to allow youth baseball and softball tournaments, and other events/activities to be played during the USW Softball season when these requests do not interfere with USW's games, practices or activities.

**Fiscal Impact:**

Reviewed By:   
Finance Department

The University of the Southwest's payment will offset maintenance expenses incurred by the City of Hobbs, and USW will pay the City of Hobbs \$10,400.00 annually for the use of Baker Field. For the 2019- 2020 academic year, this payment will be due on June 1, 2020. For the 2020-2021 academic year and in successive academic years, this payment will be made on September 1 with the payment for the 2020-2021 academic year being due on September 1, 2020.

**Attachments:** Copy of Memorandum of Understanding

**Legal Review:**

Approved As To Form:   
City Attorney

**Recommendation:**

Consider approval of a Memorandum of Understanding for use of fields at the Veterans Memorial Complex between the City of Hobbs and the University of the Southwest.

Approved For Submittal By:

  
Department Director

  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

**MEMORANDUM OF UNDERSTANDING AND FIELD USE AGREEMENT  
BETWEEN THE CITY OF HOBBS AND THE UNIVERSITY OF THE SOUTHWEST**

THIS MEMO OF UNDERSTANDING AND AMENDED FIELD USE AGREEMENT made and entered into by and between the City Commission of the City of Hobbs, New Mexico (hereinafter "City"), and the University of the Southwest (hereinafter "USW"); and

WHEREAS, the CITY and USW entered into an agreement in 2004 and said agreement is, at the time of contemplating of the immediate agreement, valid and enforceable. WHEREAS, CITY and USW intend to amend the existing agreement as outlined herein.

WHEREAS, there has been a substantial change in circumstances regarding Veterans Memorial Complex in that artificial turf has been installed on the Baker Field; and

WHEREAS, it is deemed that this agreement is for the common good of the contracting parties and general public; and USW unifies their authority and resources in the usage, maintenance and any pending or future improvements of Baker Field to be used by citizens of the City and by the School in their athletic programs.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. USE OF SITE

USW will use Baker Field for practices and for home games of USW's softball team.

USW's use of Baker Field will occur primarily during the school year, September through May; USW agrees that during the summer months, June through August, the City has priority in the use of Baker Field.

As soon as its softball schedule is finalized, USW shall provide a copy of its home game schedule, along with a copy of its practice schedule, to the Parks & Recreation Director of the City of Hobbs.

Regularly scheduled games and tournaments for both groups will take priority over practice sessions and the City and USW will act in good faith to meet the needs of both the USW softball team's needs and the needs of the public desiring to use Baker Field.

2. MAINTENANCE

The City and USW shall share the maintenance activities as follows:

USW will be responsible for the maintenance of the following areas during their season (September – May, as noted above) and during all other use for practices, games and tournaments outside of September – May on Baker Field:

Daily maintenance (grooming, replenishing of crumb rubber, brushing) of all high traffic/high- use areas including but not limited to batter's boxes, pitcher's circles, sliding areas around first, second and third bases and home plate. To prevent accelerated wear, hitting/batting/pitching mats should be used daily during practices. At the conclusion of each practice, the facility must be locked to include gates, restrooms, and storage buildings. The City is responsible for purchasing, providing, maintaining and installing all permanent fencing around Baker Field, USW is responsible for purchasing, providing, maintaining and installing all wind screens and USW banners, placards or signs on the permanent fencing at Baker Field.

In addition, the cleaning of dugouts, parking lots, concession stands and the maintenance of all furnishings/appliances in the concession stand, as well as the cleaning of public restroom facilities and press boxes will be the sole responsibility of USW during all practices, games and tournaments conducted by USW both during and outside of their season.

The City shall perform all maintenance activities to the facilities on a year round basis except for the activities the School is responsible for during the time frames as noted above. This includes for the City, but is not limited to all commonly associated grounds maintenance, to wit:

All necessary and appropriate cleaning of the artificial turf, refurbishing of crumb rubber, and installation and removal of portable pitching mounds. Additionally, City will solely and actively maintain all natural vegetation intimately associated with Baker Field. The City will also be responsible for maintenance of all backstop structures, backstop netting and bleachers.

The City will be responsible for cleaning of public restrooms and press box facilities at all times outside of those times directly associated with use of the facilities by USW. The City will maintain chain-link fencing, bleachers covers, scoreboards, field lighting, and other field amenities shall be operated and maintained by the City year round. City shall make arrangements to allow USW to operate a concession stand during their season and for any other USW softball team events held at Baker Field. If USW does not wish to operate the concession stand for these other events, the City may make arrangements to have concessions available. No sunflower seeds shall be sold by any concessionaire at any time.

Additional Maintenance provisions shall be as follows:

Players, coaches, and team personnel of all teams shall not use, chew or spit sunflowers seeds or smokeless tobacco products of any kind while on any field or bullpen/warm-up area or in any dugout.

Parking for all coaches, players and spectators will be within the lined spaces in the parking lot adjacent to Baker Field.

Utilities will be furnished by the City at its sole expense. Use of field lights during the USW season (September – May) shall be at the discretion of the USW coaching staff and lights should be used only when necessary as to avoid unnecessary waste of public funds. The City recommends lights be used no sooner than thirty (30) minutes prior to sunset to the conclusion of practice when all lights should be turned off. Use and access to field lights at all other times outside September – May will be controlled by the City.

Trash and general cleanliness of the facilities, including the parking lot, shall be the sole responsibility of USW during USW events and during USW's season (practices, games, tournaments) as well as any activities scheduled by USW outside of their season. The City will be responsible for trash and general cleanliness of the facilities at all other times.

USW shall exercise reasonable diligence in preserving the aesthetic look and integrity of the facilities and artificial turf when in use and for the clean-up of any waste, stains or damage due to the use of sunflower seeds and/or smokeless tobacco and chewing gum that occur during School events.

Parking lot repair and maintenance shall be the sole responsibility of the City.

The City's No Animals Allowed ordinance is in effect at all times at the Veterans Memorial Complex.

### 3. COORDINATION

The Parks & Recreation Department shall coordinate issues regarding field usage for non-school groups as covered in Section 1.

### 4. COMPENSATION

USW will pay the City a sum of \$10,400 annually. For the 2019-2020 academic year, this payment will be made on June 1, 2020. For the use of Baker Field in subsequent academic years, this payment will be made on September 1, beginning in 2020 for the 2020-2021 academic year and for each year thereafter. This payment from USW to the City is to offset maintenance and operational expenses incurred with the daily operation of said fields. Compensation from USW to City will be made for the purpose set forth herein. Strict accountability of all receipts and payments will be maintained by City and USW.



5. CAPITAL PROJECTS/IMPROVEMENTS

Annual improvements to the facilities shall be performed, funded and coordinated by the City. Major repairs and improvements will be considered for cost sharing by both entities, depending upon availability of funds to each party. Priority items may be moved forward by one entity at its sole expense, contingent on funding available to the party.

Permitting for improvements to the facility must be submitted to and approved by the State of New Mexico Land Office.

6. TERMS

This Memorandum of Understanding shall continue in full force and effect, for a period of one (1) year term with the option for three (3) additional one year terms. Each term ending at the conclusion of all regular season and/or post season N.A.I.A. sanctioned games following the 2020 season. Either side may terminate or renew this agreement, for any reason, with thirty (30) days advanced written notice.

7. MISCELLANEOUS

In the event that USW is in need of an additional field operated by City, not located in this complex for the purpose of practice, games or tournaments during their season, the maintenance requirements outlined in Section 2 of this Amended Agreement will extend to any other facilities utilized by USW during an overflow situation. USW shall notify City of reasonably certain overflow situation associated with games or tournaments during the USW season at least seven (7) days in advance of the potential overflow situation. All other maintenance required on any additional field for an overflow situation would be performed by the City at its sole expense. Request for overflow fields will be considered by the City if there are no previously scheduled events taking place on the overflow fields as requested by USW.

The City of Hobbs will continue to lease the land on which the Veteran's Memorial Complex is located from the State of New Mexico on an annual basis as required by the State Land Office until such time as the City does not have the lease with the State of New Mexico.

8. APPROVAL

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

9. NO ORAL MODIFICATION

The forgoing constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties. Amendments and alterations to this Amended Agreement may be made in writing from time to time as the parties agree.

10. CHOICE OF LAW

This Amended Agreement is governed by the laws of the State of New Mexico and will bind and inure to the benefit of the City and Schools, their respective successors and assigns. Jurisdiction relating to any litigation or dispute arising out of this Amended Agreement shall be with the District Court of Lea County, State of New Mexico, only.

11. SEVERABILITY:

If any part or portion of this Amended Agreement shall be in violation of the laws of the State of New Mexico or the Constitution of New Mexico, only such part or portion thereof shall be thereby invalidated, and all other portions hereof shall remain valid and enforceable.

12. SOVEREIGN IMMUNITY

The City of Hobbs and their employees (as defined in the New Mexico Tort Claims Act) do not waive sovereign immunity, do not waive any defense(s), and/or do not waive any limitation(s) pursuant to the New Mexico Tort Claims Act. No provision in the Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to the City and their employees. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agents or employees of either the City, when performing their respective functions within the territorial limits of their respective agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provision of the Joint Powers Agreements Act.

13. LIABILITY

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

14. INSURANCE

Both the City of Hobbs and USW will maintain liability insurance or qualify as a self-insured entity, as required by law.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ of \_\_\_\_\_, 2019.

ATTEST:

USW

\_\_\_\_\_  
Dr. Quint Thurman, President

\_\_\_\_\_  
Date

THE CITY OF HOBBS, NEW MEXICO

\_\_\_\_\_  
SAM COBB, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manny Gomez, Acting City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Efren Cortez  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney for USW

\_\_\_\_\_  
Date

# DISCUSSION



# **ACTION ITEMS**



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 15, 2019

SUBJECT: CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH THE BOYS AND GIRLS CLUB OF HOBBS
DEPT. OF ORIGIN: Parks and Recreation
DATE SUBMITTED: July 9, 2019
SUBMITTED BY: Doug McDaniel, Parks and Recreation Director

Summary:

Previously, the City of Hobbs and The Boys and Girls Club of Hobbs have entered into a Professional Services Agreement since the Club has the technical and professional experience to operate a nine (9) week Summer Program. The Club will also operate, concurrently, a Special Needs program and will hire staff to supervise both of these programs. Additionally, the Club will also enter into a contract with Gus Macker for the operation of the Gus Macker 3-on-3 Basketball Tournament during the Hobbs Downtown Slam & Jam, and will also provide scorekeepers and the Head Referee for this event.

Fiscal Impact:

Reviewed by: [Signature]
Finance Department

The term of this agreement is for one (1) year beginning on July 1, 2019 and ending on June 30, 2020. The agreement is to provide funds to operate a full-day summer program at the Club. There is currently \$69,000 in the Parks & Recreation Department's Professional Services FY20 budget (01-0330-42601) to fund this agreement. A payment of \$17,250 will be on the following dates upon receipt of an invoice from The Boys and Girls Club of Hobbs: October 1, 2019, January 1, 2020, April 1, 2020, and June 1, 2020.

Attachments: Copy of Professional Services Agreement

Legal Review:

Approved As To Form:

[Signature]
City Attorney

Recommendation:

Staff recommends approval of a Professional Services Agreement with The Boys and Girls Club of Hobbs in the amount of \$69,000.

Approved For Submittal By:

[Signature]
Department Director
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

**PROFESSIONAL SERVICES AGREEMENT  
CITY OF HOBBS – BOYS AND GIRLS CLUB OF HOBBS, INC.**

FY 2019-2020

WHEREAS, NMSA 1978, §3-17-1, provides that cities are granted those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the City and its inhabitants; and

WHEREAS, the City Commission of the City of Hobbs, Lea County, New Mexico, has determined that the services to be provided by the contracting party pursuant to this Agreement are needed by certain segments of the population of the City and are necessary to contribute to the quality of life of the citizens of the City of Hobbs; and

WHEREAS, the City of Hobbs, through its management staff, and pursuant to NMSA 1978, §13-1-126, as amended, has conducted a good faith review of available resources within Lea County and has determined that there is only one source within Lea County for the services needed.

NOW THEREFORE, the City of Hobbs (hereinafter referred to as "City") and Boys and Girls Club of Hobbs, Inc., (hereinafter referred to as "Contractor") and hereby do agree as follows:

**1.0 SCOPE OF SERVICES**

1.1 CONTRACTOR will provide the following services:

CONTRACTOR will operate a 9-week summer recreation program for 6 to 12-year-olds, and shall perform the necessary services toward promoting these activities in the community, and such services shall include, but not be limited to, the following:

1.1.1 Provide a facility to operate a nine-hour summer recreation program to run Monday through Friday, with an agenda that includes recreational, educational, personal improvement and cultural activities.

1.1.2 Serve in the capacity as being the designated site to accommodate special needs participants during the regular 9-week program hours kept by the facility.

1.1.3 Hire and maintain a minimum of at least eight (8) additional employees to serve as staff for the day program. For the special needs program, an additional employee shall have a background and working knowledge of special need participants and work in the capacity of the special needs participant supervisor during the hours of operation. Additional employees shall also be designated as employees to work with special needs participants as attendance warrants. Staff for all programs arising under this agreement shall be employees of CONTRACTOR and shall not be employees of CITY and are not entitled to any City of Hobbs

benefits, including, but not limited to, insurance, leave, worker's compensation, and/or retirement.

CONTRACTOR will provide the following services in addition to those above:

1.1.4 Provide and obtain Licensing Agreement for the Gus Macker Basketball Tournament. Provide additional staff for the Gus Macker Basketball Tournament to consist of: one (1) Head Buster (referee); and scorekeepers as attendance warrants.

1.1.5 Design and placement of news releases and advertising in the appropriate media, naming CITY as co-sponsor. All advertising shall be reviewed and approved by CITY prior to submission to the media.

1.1.6 Provide reasonable assistance to CITY staff with special summer program activities such as July 4th, on which date at least four (4) of CONTRACTOR's summer staff will be required to assist. During the Gus Macker Basketball Tournament an adequate number of scorekeepers will be provided.

1.1.7 Maintain daily records of activities and the number of participants in the program and submit weekly reports to CITY by Monday of the week following the reporting period. In addition, a final report at the conclusion of the summer programs shall be submitted to CITY. Any incidents of serious nature, as determined by the CONTRACTOR, shall be immediately reported to CITY.

1.1.8 Perform such other related services as mutually agreed upon by both parties and requiring no additional cost as anticipated by the scope of this Agreement including a final written evaluation of the total program.

1.2 All persons retained by CONTRACTOR to provide the services required by this Agreement shall be employees, volunteers or contractors of CONTRACTOR, which shall be solely responsible for their acts and omissions, as well as all compensation, taxes and benefits associated with their work for CONTRACTOR.

1.3 It is expressly understood and acknowledged that CONTRACTOR is an independent contractor, that it is not an instrumentality, agent or employee of City, and that it will not so represent itself to the public.

1.4 This Agreement shall not preclude funding or other contracts from other sources.

## **2.0 COMPENSATION**

2.1 City shall pay CONTRACTOR a total sum not to exceed SIXTY-NINE THOUSAND DOLLARS (\$69,000) for services rendered under this Agreement. The aforesaid amount shall be paid in quarterly installments of \$17,250.00, payable at the end of each quarter after the services



contracted for are actually rendered. The first such payment shall be due on or after October 1, 2019; the second shall be due on or after January 1, 2020; the third payment on or after April 1, 2020; and the last payment on or after June 1, 2020. CONTRACTOR shall submit invoices to the City of Hobbs ten (10) days prior to payment dates and shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Shelly Raulston.

2.2 As an express condition to payment outlined in Section 2.1 above, CONTRACTOR shall submit written quarterly reports ten (10) days prior to the following anticipated payment dates: October 1, 2019; January 1, 2020; April 1, 2020; and June 1, 2020. The reports shall include an overview of the services CONTRACTOR provided pursuant to the agreement during the previous quarter. Quarterly reports shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Doug McDaniel. Failure to submit quarterly reports may delay payment under this Agreement.

2.3 CONTRACTOR shall make no claim against City for any expense incurred by it in providing the services required by this Agreement. Specifically, CONTRACTOR shall make no claim against City for travel expense, duplication costs, telephone costs, secretarial assistance, office supplies or any other cost not specifically allowed herein.

### **3.0 TERM AND TERMINATION**

3.1 This Agreement for services is to cover City's fiscal year, beginning July 1, 2019, and ending June 30, 2020. CONTRACTOR shall not be entitled to future contracts or other funding in future fiscal years by virtue of entering into this Agreement.

3.2 This Agreement may be terminated, for any reason, by either party with thirty (30) days advanced written notice to the other. In the event of termination, City shall submit payment, for all services rendered up to the final date outlined in the written notice. Partial performance in a given quarter shall not entitle CONTRACTOR to full payment of the quarterly installment outlined in Section 2.1 herein.

### **4.0 INSURANCE**

4.1 CONTRACTOR shall provide the City of Hobbs with a Certificate of Insurance naming the City of Hobbs as an additional insured on all general and/or professional liability, automobile liability, and workers' compensation insurance policies. Said policies shall be primary and shall be required as set out herein:

General Liability as follows: Premises, operations, products, completed operations and contractual liability. The limits of liability shall be no less than \$1,000,000.00 combined single limits for bodily injury and property damage.

Workers' Compensation is required along with State statutory employer's liability limits regardless of the number of employees.

## **5.0 MISCELLANEOUS PROVISIONS**

5.1 CONTRACTOR shall timely notify City of any change as to its principal place of business, the identity of all its directors, officers and members, any change of its corporate status, any change of its tax-exempt status with the Internal Revenue Service, any change in programming and any pending litigation or asserted claims or any other matter that might affect the continued rendition of services to City residents under this Agreement.

5.2 CONTRACTOR represents and warrants that the information given to City in support of its request for funding is true and correct; further, that its staff is competent to render the services which are the subject of this Agreement, and finally, that there is no other provider in Lea County of the kind of services contemplated by this Agreement.

5.3 CONTRACTOR agrees to abide by all state and federal rules, regulations and statutes pertaining to equal opportunity. In accordance with these laws and regulations, CONTRACTOR agrees to assure that no person shall, on the grounds of race, color, national origin, sex, age, handicap or medical condition, be excluded from participation in programs and services to be rendered by CONTRACTOR pursuant to this Agreement.

5.4 CONTRACTOR shall give City prompt and timely notice of any claim made or suit instituted against CONTRACTOR which may in any way, directly or indirectly, contingently or otherwise, result in a judgment against City.

5.5 CONTRACTOR agrees to and shall indemnify, defend and hold the City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses and liens, of every kind and nature, including but not limited to court costs and reasonable attorneys' fees arising or alleged to have arisen out of performance of CONTRACTOR's rendition of services or failure to render services pursuant to this Agreement or any breach of this Agreement.

5.6 This Agreement shall be construed pursuant to the laws of the State of New Mexico. The parties represent that the requirements of the New Mexico Procurement Code have been met as a prerequisite for entering into this Agreement. They further agree that any changes or modifications to this Agreement suggested or required by any supervising state entity, such as the New Mexico Attorney General's office or the New Mexico Department of Finance and Administration, shall be made in order to fully comply with the law as such agencies might interpret and define it to the parties.

5.7 If CONTRACTOR obtains an audit or other type of financial review of its affairs, then City shall receive a copy of same. This provision does not otherwise obligate CONTRACTOR to secure such services. City shall be entitled to a detailed current income/expense statement upon written request.

5.8 This is a professional services contract and neither City nor CONTRACTOR may

assign this Agreement, or any interest herein, without prior written approval of the other.

5.9 This Agreement reflects all covenants, understandings and agreements between the parties. This Agreement may not be altered except by another writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By: \_\_\_\_\_  
SAM D. COBB, Mayor

By: \_\_\_\_\_  
JAN FLETCHER, City Clerk

By: \_\_\_\_\_  
TOBY SPEARS, Finance Director

ATTEST:

BOYS AND GIRLS CLUB OF HOBBS, INC.

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Board President

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
EFREN A. CORTEZ, City Attorney



# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 15, 2019

**SUBJECT:** Resolution adopting the Fiscal Year 2019-2020 Final Budget  
**DEPT. OF ORIGIN:** Finance Department  
**DATE SUBMITTED:** July 09, 2019  
**SUBMITTED BY:** Deborah Corral, Assistant Finance Director

**Summary:**

The Preliminary FY 2019-2020 budget for the City of Hobbs was approved on May 20, 2019. Presented here is the Final Budget which incorporates into that preliminary budget, the ending cash balance as of June 30, 2019. This budget also incorporates carryovers (items budgeted in the 2018-2019 fiscal year but not completed and requested for carry-over into the current year) as well as new requests. Adjustments to transfers have been made to meet State of New Mexico fund balance requirements, while maximizing the cash balance in the General Fund.

**Fiscal Impact:**

Reviewed By: \_\_\_\_\_

Finance Department

Approval of this Final Budget by the City Commission and the Department of Finance & Administration will govern spending in accordance with the budget document as adjusted for the fiscal year beginning July 1, 2019.

**Attachments:**

- Budgeted Cash Balances
- Budgeted Carryovers and Enhancements
- Resolution approving Budget Adjustment for the fiscal year 2019-2020

**Legal Review:**

Approved As To Form: \_\_\_\_\_

City Attorney

**Recommendation:**

Motion to approve the resolution.

Approved For Submittal By:

Department Director

City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_

CITY OF HOBBS  
RESOLUTION NO. 6823

BUDGETARY ADJUSTMENT  
FISCAL YEAR 2019-2020

WHEREAS, the City Commission of the City of Hobbs, New Mexico, has found it necessary to amend certain items within the fiscal year budget in order to provide for additional revenues, expenditures, and transfers not contemplated at the time of the preparation of the 2019-2020 preliminary budget.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the items of the 2019-2020 fiscal budget be amended.

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 Director of Public Finance of the State of New Mexico and that a copy of this Resolution be forwarded to his office in Santa Fe, New Mexico, for approval.

PASSED, ADOPTED AND APPROVED this 15<sup>th</sup> day of July, 2019.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

**City of Hobbs Final Budget  
FY20 Fund Summary**

	Beginning Cash from 06/30/19	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash
1 GENERAL	75,356,708.84	71,018,929.77	(5,418,235.38)	104,323,130.08	36,634,273.15
2 LAND ACQUISITION	349,146.16	100,000.00	-	100,000.00	349,146.16
<b>General Fund Subtotal</b>	<b>75,705,855.00</b>	<b>71,118,929.77</b>	<b>(5,418,235.38)</b>	<b>104,423,130.08</b>	<b>36,983,419.31</b>
11 LOCAL GOV CORR	701,933.24	192,500.00	-	709,040.01	185,393.23
12 POLICE PROTECTION	68,969.14	73,200.00	-	73,200.00	68,969.14
13 P D N (parif, drug, narcotics)	1,918.75	-	-	-	1,918.75
14 SAFER Grant	-	-	-	-	-
15 COPS GRANT	1,000.00	667,873.37	-	471,310.04	197,563.33
16 RECREATION (CORE)	150,000.00	4,844,778.63	3,368,194.99	8,212,973.62	150,000.00
17 OLDER AMERICAN	1,000.00	137,546.00	926,636.42	1,064,182.42	1,000.00
18 GOLF	1,000.00	942,700.00	3,487,550.61	4,430,250.61	1,000.00
19 CEMETERY	1,000.00	163,300.00	529,615.88	692,915.88	1,000.00
20 AIRPORT	289,510.72	38,500.00	-	117,500.00	210,510.72
23 LODGERS' TAX	2,240,394.35	2,025,000.00	(1,031,850.00)	1,351,149.00	1,882,395.35
27 PUBLIC TRANSPORTATION	1,000.00	1,221,669.99	138,087.48	1,260,757.47	100,000.00
28 FIRE PROTECTION	332,137.06	434,400.00	-	564,961.90	201,575.16
29 EMER MEDICAL SERV	184.16	20,000.00	-	20,000.00	184.16
<b>Special Revenue Subtotals</b>	<b>3,790,047.42</b>	<b>10,761,467.99</b>	<b>7,418,235.38</b>	<b>18,968,240.95</b>	<b>3,001,509.84</b>
37 COMM DEVE CONST	186,193.20	-	-	150,000.00	36,193.20
46 BEAUTIFICATION IMPROVEMENT	1,538,849.89	-	-	258,247.00	1,280,602.89
48 STREET IMPROVEMENTS	2,729,615.68	1,284,333.33	-	2,305,934.25	1,708,014.76
49 CITY COMM. IMPROVEMENTS	3,706,847.88	2,940,000.00	(5,491,327.25)	120,000.00	1,035,520.63
<b>Capitol Project Subtotals</b>	<b>8,161,506.65</b>	<b>4,224,333.33</b>	<b>(5,491,327.25)</b>	<b>2,834,181.25</b>	<b>4,060,331.48</b>
51 UTILITY BOND	-	-	307,609.34	307,609.34	-
53 WASTEWATER BOND	1,989,842.96	-	2,105,208.28	2,105,208.28	1,989,842.96
<b>Debt Service Subtotals</b>	<b>1,989,842.96</b>	<b>-</b>	<b>2,412,817.62</b>	<b>2,412,817.62</b>	<b>1,989,842.96</b>
10 SOLID WASTE	2,348,193.09	6,500,000.00	-	6,500,000.00	2,348,193.09
44 JOINT UTILITY EXTENSIONS CAPIT,	257,411.91	1,050,000.00	3,491,327.25	4,797,739.16	1,000.00
60 JOINT UTILITY	575,898.75	-	6,703,314.72	6,264,084.44	1,015,129.03
61 JOINT UTILITY CONST	1,000.00	-	3,448,353.05	3,448,353.05	1,000.00
62 WASTE WATER PLANT CONST	7,484,479.09	4,310,017.73	-	11,719,560.53	74,936.29
63 JOINT UTILTIY - WASTEWATER	1,000.00	-	7,550,339.70	2,768,444.21	4,782,895.49
65 JOINT UTILTIY INCOME - WASTE	2,719,525.17	7,620,000.00	(10,278,525.17)	60,000.00	1,000.00
66 JOINT UTILITY INCOME	3,622,799.92	6,214,500.00	(9,836,299.92)	-	1,000.00
68 METER DEPOSIT RES	1,029,086.27	350,000.00	-	350,000.00	1,029,086.27
69 INTERNAL SUPPLY	53,727.58	300,000.00	-	300,000.00	53,727.58
<b>Utility Subtotals</b>	<b>18,093,121.78</b>	<b>26,344,517.73</b>	<b>1,078,509.63</b>	<b>36,208,181.39</b>	<b>9,307,967.75</b>
64 MEDICAL INSURANCE	4,103,595.96	6,526,000.00	-	6,581,000.00	4,048,595.96
67 WORKERS COMP TRUST	1,104,078.23	685,000.00	-	685,000.00	1,104,078.23
<b>Internal Service Subtotal</b>	<b>5,207,674.19</b>	<b>7,211,000.00</b>	<b>-</b>	<b>7,266,000.00</b>	<b>5,152,674.19</b>
70 MOTOR VEHICLE	20,930.74	5,000,000.00	-	5,000,000.00	20,930.74
71 MUNI JUDGE BOND FUND	105,234.84	-	-	-	105,234.84
72 RETIREE HEALTH INSURANCE TRU.	9,000,000.00	1,235,000.00	-	1,235,000.00	9,000,000.00
73 CRIME LAB FUND	71,235.55	79,000.00	-	79,000.00	71,235.55
75 FORECLOSURE TRUST FUND	71.88	-	-	-	71.88
76 RECREATION TRUST	-	-	-	-	-
77 LIBRARY TRUST	5,809.68	1,500.00	-	2,000.00	5,309.68
78 SENIOR CITIZEN TRUST	1,189.94	1,500.00	-	1,500.00	1,189.94
79 PRAIRIE HAVEN MEM	5,757.50	75.00	-	-	5,832.50
80 COMMUNITY PARK TRUST	1,540.03	20.00	-	-	1,560.03
82 EVIDENCE TRUST FUND	129,953.84	1,000.00	-	-	130,953.84
83 HOBBS BEAUTIFUL	19,733.26	-	-	-	19,733.26
86 CITY AGENCY TRUST	3,918.94	1,200.00	-	2,500.00	2,618.94
<b>Trust &amp; Agency Subtotals</b>	<b>9,365,376.20</b>	<b>6,319,295.00</b>	<b>-</b>	<b>6,320,000.00</b>	<b>9,364,671.20</b>
<b>Grant Total All Funds</b>	<b>122,313,424.20</b>	<b>125,979,543.82</b>	<b>-</b>	<b>178,432,551.29</b>	<b>69,860,416.73</b>
		9,733,246.74		55,181,108.66	

35%

City of Hobbs  
FY20 Final Budget Worksheet - Revenue

<b>Fund</b>	<b>ORG</b>	<b>OBJ</b>	<b>PROJ</b>	<b>ACCOUNT DESCRIPTION</b>	<b>Carryover</b>	<b>New Request</b>	<b>total request</b>	<b>Comments</b>
1	019999	30631	00251	RESTRICTED DONATIONS - APACHE		(250.00)	(250.00)	donation projected at \$1250, actual \$1500
1	019999	30702	00126	JAG GRANT	(3,283.00)		(3,283.00)	
1	019999	30708	00213	CITY PARK PROJECT	(1,053,452.82)		(1,053,452.82)	
1	019999	30101		PROPERTY TAX		87,385.00	87,385.00	adjustment due to new valuation for FY20
1	019999	30105		OIL & GAS PRODUCTION		(583,754.00)	(583,754.00)	adjustment due to new valuation for FY20
1	019999	30106		OIL & GAS EQUIPMENT		(14,092.00)	(14,092.00)	adjustment due to new valuation for FY20
1	019999	30712		GRANT-BULLETPROOF VESTS	(8,898.10)		(8,898.10)	
1	019999	30715		LIBRARY GRANT	(33,276.17)		(33,276.17)	
1	019999	30719		STATE GRANTS-ODWI AND OBD	(17,199.60)		(17,199.60)	
<b>1 Total</b>					<b>(1,116,109.69)</b>	<b>(510,711.00)</b>	<b>(1,626,820.69)</b>	
15	159999	30702	04115	COPS GRANT (2)	(332,348.33)		(332,348.33)	
15	159999	30702		FEDERAL GRANTS	(85,525.04)		(85,525.04)	
<b>15 Total</b>					<b>(417,873.37)</b>	<b>-</b>	<b>(417,873.37)</b>	
16	169999	30475		MADDOX APPROPRIATION	(3,038,033.63)		(3,038,033.63)	
16	169999	30708	00254	ART FOR CORE (1)	(75,000.00)		(75,000.00)	
<b>16 Total</b>					<b>(3,113,033.63)</b>	<b>-</b>	<b>(3,113,033.63)</b>	
27	279999	30729		FED/ST FUNDING 27	(498,167.99)		(498,167.99)	
<b>27 Total</b>					<b>(498,167.99)</b>	<b>-</b>	<b>(498,167.99)</b>	
44	449999	30645	00200	HWLC DEV. FEES (INFR/UTIL)	(300,000.00)		(300,000.00)	
<b>44 Total</b>					<b>(300,000.00)</b>	<b>-</b>	<b>(300,000.00)</b>	
48	489999	30701	00295	Dal Paso Map Grant		(200,000.00)	(200,000.00)	projected grant revenue
48	489999	30701	00284	TRAFFIC SIGNAL COOP - HAWK SYS	(209,333.33)		(209,333.33)	
<b>48 Total</b>					<b>(209,333.33)</b>	<b>(200,000.00)</b>	<b>(409,333.33)</b>	
62	629999	30629	00205	LOAN PROCEEDS - DIGESTER	(2,641,777.87)		(2,641,777.87)	
62	629999	30701	00192	EFFLUENT WATER PROJECT 2014	(726,239.86)		(726,239.86)	
<b>62 Total</b>					<b>(3,368,017.73)</b>	<b>-</b>	<b>(3,368,017.73)</b>	
<b>Grand Total</b>					<b>(9,022,535.74)</b>	<b>(710,711.00)</b>	<b>(9,733,246.74)</b>	



City of Hobbs  
FY20 Final Budget Worksheet - Expense

Fund	ORG	OBJ	PROJ	ACCOUNT DESCRIPTION	Carryover	New Request	Total Request	Comments
1	010100	44901	00054	PUBLIC ARTS INITIATIVE	188,472.00		188,472.00	
1	010100	44901	00162	MKT RATE INCENTIVE(MF HOUSING)	162,000.00		162,000.00	
1	010100	44901	00169	AFFORDABLE HOUSING	1,570,000.00		1,570,000.00	
1	010100	44901	00170	HOUSING INCENTIVE (SF HOUSING)	773,520.00		773,520.00	
1	010100	44901	00281	MEMORIAL FOR VETERANS	50,000.00	412,500.00	462,500.00	new request for construction of memorial site
1	010100	44901	00291	Hobbs Branding Project (DCI)		250,000.00	250,000.00	New money for city's portion of Hobbs Branding (Maddox spent \$300,000)
1	010100	44901	00292	HMS CTE (Vocational School)		10,000,000.00	10,000,000.00	
1	010100	44901	00296	Infrastructure Development Agreements		100,000.00	100,000.00	funding for future "fair share" development agreements
1	010110	41101		Salary		145,000.00	145,000.00	new position - assistant city manager
1	010110	41107		vehicle allowance		9,000.00	9,000.00	new position - assistant city manager
1	010110	41120		moving allowance		3,500.00	3,500.00	new position - assistant city manager
1	010110	41116		cell phone stipend		600.08	600.08	new position - assistant city manager
1	010110	41111		fica		10,342.00	10,342.00	new position - assistant city manager
1	010110	41112		pera		19,647.50	19,647.50	new position - assistant city manager
1	010130	42707		FURNITURE/APPLIANCE UNDER 5000	5,608.18			Carryover for PO for storage system
1	010130	43001		COMPUTER/COMP EQUIPMENT OVER 5	8,705.00		8,705.00	
1	010130	43006		EQUIPMENT OVER 5000	8,000.00		8,000.00	
1	010140	42601		Professional Service	104,103.94	140,000.00	244,103.94	\$140,000 water office conversion to munis; (placeholder/estimate)
1	010145	42601		PROFESSIONAL SERVICES	72,000.00		72,000.00	IT requested carryover of all funds in account
1	010145	42701		Computer/Computer Equipment	69,492.23	64,800.00	134,292.23	from prelim - replacement of 36 computers at library computer lab plus carryover of FY19 remaining balance
1	010145	42706		EQUIPMENT UNDER 5000.00	24,380.60		24,380.60	IT requested carryover of all funds in account
1	010145	43004		Vehicle - New		30,000.00	30,000.00	from prelim - new vehicle due to addition of an employee
1	010145	43001		COMPUTER/COMP EQUIPMENT OVER 5	66,726.21		66,726.21	
1	010145	43006		EQUIPMENT OVER 5000	60,123.77		60,123.77	
1	010145	44901	00003	CITY WIDE PHONE SYSTEM	45,154.03		45,154.03	
1	010160	43001		COMPUTER/COMP EQUIPMENT OVER 5	8,500.00		8,500.00	
1	010160	43006		EQUIPMENT OVER 5000	10,000.00		10,000.00	
1	010160	44901	00146	COURT SOFTWARE	8,509.90		8,509.90	
1	010190	41102		overtime		4,000.00	4,000.00	increase to DMV overtime to cover workflow
1	010190	43006		EQUIPMENT OVER 5000	20,000.00	35,000.00	55,000.00	add \$35K to current \$20,000 carryover - project over estimate
1	010201	43006		EQUIPMENT OVER 5000	43,694.15		43,694.15	
1	010201	44901	00150	OUTDOOR FIRING RANGE	20,914.65		20,914.65	
1	010201	44901	00209	EVIDENTIARY VEH STORAGE/PROCES	250,000.00		250,000.00	
1	010202	42365		K-9 UNIT		25,000.00	25,000.00	PURCHASE NEW DOG
1	010202	43003		VEHICLE REPLACEMENT	288,918.03		288,918.03	
1	010202	43006		EQUIPMENT OVER 5000	356,755.05		356,755.05	
1	010203	43001		COMPUTER/COMP EQUIPMENT OVER 5	9,710.00		9,710.00	
1	010203	43006		EQUIPMENT OVER 5000	8,513.00		8,513.00	

City of Hobbs  
FY20 Final Budget Worksheet - Expense

Fund	ORG	OBJ	PROJ	ACCOUNT DESCRIPTION	Carryover	New Request	Total Request	Comments
1	010205	42601		Professional Service		453,000.00	453,000.00	additional funding based on LCCA budget - initial budget based on PY numbers
1	010207	43006		EQUIP OVER 5000.00	22,937.40		22,937.40	
1	010207	44901	00113	EAGLE IC	43,098.68		43,098.68	
1	010207	44901	00257	HPD INTERNET NETWORK	438,875.92		438,875.92	
1	010220	42320	00283	LODGERS' TAX FF COMBAT CHALLENGE	28,683.00		28,683.00	
1	010220	42638	00251	RESTRICTED EXPENSE - APACHE		250.00		Projected contribution \$1250, actual received \$1500
1	010220	43003		VEHICLE REPLACEMENT	208,245.90	125,700.00	333,945.90	from prelim - 3 replacemnt vehiclesat \$41,900 each
1	010220	43006		EQUIPMENT OVER 5000	10,548.80		10,548.80	
1	010220	43013		BUILDING IMPROVEMENTS	349,336.71		349,336.71	
1	010220	43014		PUBLIC SAFETY EQUIPMENT		155,000.00	155,000.00	addition of new ambulance
1	010310	46325		BOND ISSUE C FUNDS	32,885.78		32,885.78	
1	010320	43006		EQUIPMENT OVER 5000	84,590.01	51,750.00	136,340.01	new request for stump grinder (\$35,000); service bed for 2 vehicles (15,575)
1	010320	43013		BUILDING IMPROVEMENTS	5,000.00		5,000.00	
1	010320	44901		Capital Projects		100,000.00		from prelim - for a prefab bathroom at charlie brown park
1	010320	44901	00099	PARK PLAYGROUNDS	225,257.26		225,257.26	
1	010320	44901	00184	TAYLOR RANCH PARK	6,873,406.00		6,873,406.00	
1	010320	44901	00213	CITY PARK PROJECT	60,978.24		60,978.24	
1	010320	44901	00247	SECURITY EQUIPMENT PROJECT	94,121.70		94,121.70	
1	010320	44901	00293	Scoreboard project		300,000.00		Scoreboard at vet memorial
1	010321	43006		EQUIPMENT OVER 5000			-	
1	010321	43801		BLEACHER COVERS-COMPLEX 1 & 2	81,000.00		81,000.00	
1	010321	44901	00186	BASEBALL COMPLEX	3,487.56		3,487.56	
1	010326	43006		EQUIPMENT OVER 5000			-	
1	010335	43006		EQUIPMENT OVER 5000	7,400.00		7,400.00	
1	010335	44901	00176	Splash Pads		50,000.00		from prelim - for washington park splash pad (installed FY13)
1	010340	42601		Professional Service	66,872.29		66,872.29	carryover condemnation money?
1	010342	42357		Advertising		10,000.00		from premin - return partial advertising request
1	010343	42601	00294	Animal Care Fund Grant		9,820.75	9,820.75	grant funds received 06/11/19 from Animal Care Fund. New money based on revenue received in FY19
1	010343	43013	00201	PET SMART GRANT EXPENSE	10,000.00		10,000.00	
1	010410	44901	00079	MAJOR THOUROUGHFARE PLAN IMP	10,000.00		10,000.00	
1	010410	44901	00160	DRAINAGE MASTER PLAN	596,440.00		596,440.00	
1	010410	44901	00224	CENTRAL/GRIMES/JHB INTER. IMP	775,000.00		775,000.00	
1	010412	43003		VEHICLE REPLACEMENT	125,200.00		125,200.00	
1	010412	43006		EQUIPMENT OVER 5000	4,688.00		4,688.00	
1	010412	44901	00151	STREET SIGNAGE IMPROVEMENT	71,693.94		71,693.94	
1	010412	44901	00159	TRAFFIC SIGNAL COMM UPGRADE	187,251.28		187,251.28	
1	010412	44901	00260	CITYWIDE NETWORK	2,474,768.14		2,474,768.14	
1	010412	44901	00280	TRAFFIC STUDY	350,000.00		350,000.00	

City of Hobbs  
FY20 Final Budget Worksheet - Expense

Fund	ORG	OBJ	PROJ	ACCOUNT DESCRIPTION	Carryover	New Request	Total Request	Comments
1	010413	43003		VEHICLE REPLACEMENT	36,000.00		36,000.00	
1	010415	43006		EQUIPMENT OVER 5000	14,932.64		14,932.64	
1	010415	44901	00158	AERIALS DTM AND CONTOURS	137,267.91		137,267.91	
1	010421	42501		Buildings & Grounds		20,000.00	20,000.00	reclass from parks renovations carryover
1	010421	42719		Service Alarms		10,000.00	10,000.00	missed in original budget process (klein alarms)
1	010421	42706		EQUIPMENT UNDER 5000.00		5,000.00		reclass from equ over for chair replacement
1	010421	43006		EQUIPMENT OVER 5000	-		-	
1	010421	43013		BUILDING IMPROVEMENTS	60,247.22		60,247.22	
1	010421	44901	00023	PARK RENOVATIONS	-		-	
1	010421	44901	00103	LIGHTING RENOVATION	-		-	
1	010421	44901	00211	DIGITAL CONTROLS	-		-	
1	010421	44901	00233	MAIN ST HOBBS PARKING LOT	-		-	
1	010421	44901	00242	BUILDING ROOF UPGRADES	726,637.50		726,637.50	
1	010421	44901	00245	GENERATORS	-		-	
1	010421	44901	00279	SECURITY UPGRADES - CITYWIDE	584,490.00		584,490.00	
1	010423	43003		VEHICLE REPLACEMENT			-	
1	010423	43006		EQUIPMENT OVER 5000	7,100.00		7,100.00	
1	010423	44901	00148	PAVING REHABILITATION	896,905.75		896,905.75	
<b>1 Total</b>					19,939,148.37	12,539,910.33	32,008,200.52	
								reduced \$60,000 - jail consultant budgeted in FY19 - removed duplication in FY20 - will carryover
11	114011	42601		Professional Service		60,000.00	60,000.00	
11	114011	44901	00243	NEW JAIL	530,540.01		530,540.01	
<b>11 Total</b>					530,540.01	60,000.00	590,540.01	
16	164016	43001		COMPUTER/COMP EQUIP OVER 5000.	62,979.21		62,979.21	
16	164016	43006	00228	EQUIP OVER 5000.00	2,706.39		2,706.39	
16	164016	43007	00228	FURNITURE/APPLIANCE OVER 5000	4,146.14		4,146.14	
16	164016	44901	00200	HWLC (DESIGN)	472,610.97		472,610.97	
16	164016	44901	00228	HWLC (CONSTRUCTION)	2,252,495.16		2,252,495.16	
16	164016	44901	00254	ART FOR CORE (1)	40,548.00		40,548.00	
<b>16 Total</b>					2,835,485.87	-	2,835,485.87	
18	184315	43006		EQUIP OVER 5000.00			-	
								from prelim - \$30,000 shade coverings, and \$75,000 to replace Rockwind entrance sign
18	184315	44901	00164	Golf Course Renovation		105,000.00	105,000.00	
18	184316	42601		Professional Service		20,000.00	20,000.00	Golf Software placeholder
18	184316	42706		EQUIP UNDER 5000.00	5,455.00		5,455.00	PO 21904197 Kirkmeyer for Air Curtains in clubhouse
18	184316	43006		EQUIP OVER 5000.00	430,290.84	2,500.00	432,790.84	new request is for one ADA golf carts
18	184316	43013		BUILDING IMPROVEMENTS	29,400.68	11,000.00	40,400.68	to increase budget for a/c replacement
<b>18 Total</b>					465,146.52	138,500.00	603,646.52	
19	194019	43006		EQUIPMENT OVER 5000	16,747.88		16,747.88	
19	194019	43011		LAND IMPROVEMENTS	218,359.34		218,359.34	
<b>19 Total</b>					235,107.22	-	235,107.22	
20	204020	42404		SIGNALS AND SIGNS	60,000.00		60,000.00	carryover balance requested by department

City of Hobbs  
FY20 Final Budget Worksheet - Expense

Fund	ORG	OBJ	PROJ	ACCOUNT DESCRIPTION	Carryover	New Request	Total Request	Comments
<b>20 Total</b>					60,000.00	-	60,000.00	
23	234023	42238				250,000.00	250,000.00	additional carryover funding from Lodgers' Tax
<b>23 Total</b>					-	250,000.00	250,000.00	
27	274027	42706		EQUIPMENT UNDER 5000.00		4,000.00	4,000.00	
27	274027	43003		VEHICLE REPLACEMENT	177,741.07		177,741.07	
27	274027	43006		EQUIPMENT OVER 5000	10,713.00		10,713.00	
27	274027	43008		IMPROVEMENTS/RENOVATIONS	82,103.00		82,103.00	
<b>27 Total</b>					270,557.07	4,000.00	274,557.07	
28	284028	42714		PUBLIC SAFETY EQUIPMENT		48,520.00	48,520.00	PO 21904067 tactical vests \$28,520 plus an additional \$20,000 for tactical vests and helmets
28	284028	43002		COMPUTER SOFTWARE OVER 5000	20,000.00		20,000.00	
28	284028	43003		VEHICLE REPLACEMENT	65,926.00		65,926.00	
28	284028	43006		EQUIPMENT OVER 5000	7,015.90	12,250.00	19,265.90	from prelim - add back of 2nd bunker dryer request
<b>28 Total</b>					92,941.90	60,770.00	153,711.90	
37	374037	44901	00232	NEW CDBG PROJECT	150,000.00		150,000.00	
<b>37 Total</b>					150,000.00	-	150,000.00	
44	444044	44901	00073	JT UTIL EXTENSION	349,363.47	900,000.00	1,249,363.47	new development capital contribution
44	444044	44901	00200	HWLC (INFR/UTIL)	1,448,375.69		1,448,375.69	
<b>44 Total</b>					1,797,739.16	900,000.00	2,697,739.16	
46	464046	44901	00034	HEALTH WALK/JOG TRAIL (EX-COUN	208,247.00	50,000.00	258,247.00	additional funds for rock drainae areas on trail
46	464046	44901	00207	DAL PASO LANDSCAPING PROJ. IMP	-		-	
<b>46 Total</b>					208,247.00	50,000.00	258,247.00	
48	484048	44901	00046	MISC. STREET/DRAINAGE IMPS.	619,342.73		619,342.73	
48	484048	44901	00048	SOUTHEAST BY PASS	15,654.00		15,654.00	
48	484048	44901	00178	WEST BENDER IMPROVEMENTS	558,228.00		558,228.00	
48	484048	44901	00179	COLLEGE LANE INTERSECTION	550,000.00		550,000.00	
48	484048	44901	00236	NEW TRAFFIC SIGNAL COOP	-		-	
48	484048	44901	00244	RR CROSSING IMPROVEMENTS	295,047.32		295,047.32	
48	484048	44901	00295	Dal Paso MAP Grant		350,000.00		FY20 MAP Grant expense
48	484048	44901	00284	TRAFFIC SIGNAL COOP - HAWK SYS	267,662.20		267,662.20	
<b>48 Total</b>					2,305,934.25	350,000.00	2,305,934.25	
60	604610	43003		VEHICLE REPLACEMENT	120,000.00		120,000.00	
60	604620	42510		PRODUCTION REPAIR	15,081.61		15,081.61	po 21903665 FY20 \$20,000
60	604620	43003		VEHICLE REPLACEMENT	37,000.00		37,000.00	
60	604640	43003		VEHICLE REPLACEMENT	35,000.00		35,000.00	
<b>60 Total</b>					207,081.61	-	207,081.61	
61	614061	43005		SECURITY EQUIPMENT	25,000.00		25,000.00	
61	614061	43006		EQUIP OVER 5000.00	14,452.00		14,452.00	
61	614061	44901	00094	WATERLINE REPLACEMENT	779,260.28		779,260.28	
61	614061	44901	00107	WATER DEVELOPMENT/40 YR PLAN	123,055.32		123,055.32	
61	614061	44901	00203	WATER PRODUCTION PRV STATION	335,883.74		335,883.74	
61	614061	44901	00249	WATER SCADA PROJECT	595,701.71		595,701.71	

City of Hobbs  
FY20 Final Budget Worksheet - Expense

Fund	ORG	OBJ	PROJ	ACCOUNT DESCRIPTION	Carryover	New Request	Total Request	Comments
<b>61</b>	<b>Total</b>				<b>1,873,353.05</b>	<b>-</b>	<b>1,873,353.05</b>	
62	624062	43013		BUILDING IMPROVEMENTS	100,000.00		100,000.00	
62	624062	44901	00037	WWTP PLANT TREATMENT/ EXPANSIO	332,915.00		332,915.00	
62	624062	44901	00096	REFURBISH LIFT STATION	209,295.99		209,295.99	
62	624062	44901	00097	SEWER LINE REPLACEMENT	6,499,282.47		6,499,282.47	
62	624062	44901	00128	UTILITIES ENTRANCE FENCING PRO	38,636.22		38,636.22	
62	624062	44901	00192	EFFLUENT WATER PROJECT 2014	390,888.00		390,888.00	
62	624062	44901	00205	DIGESTER PROJECT	2,586,708.87		2,586,708.87	
62	624062	44901	00238	TERTIARY TREATMENT PROJ	146,151.98		146,151.98	
62	624062	44901	00248	MANHOLE REHAB PROJECT	73,682.00		73,682.00	
62	624062	44901	00259	GROUNDWATER REMEDIATION	200,000.00		200,000.00	
<b>62</b>	<b>Total</b>				<b>10,577,560.53</b>	<b>-</b>	<b>10,577,560.53</b>	
63	634370	43015		UTILITY EQUIPMENT	24,753.25		24,753.25	
63	634370	42332		FILTERS	3,536.03		3,536.03	PO 21904500 Filters 06/10/19
63	634375	43015		UTILITY EQUIPMENT	44,000.00		44,000.00	
63	634380	42337		CHEMICALS	4,170.00		4,170.00	PO 21904171 nefco
63	634380	43015		UTILITY EQUIPMENT	23,484.67		23,484.67	
<b>63</b>	<b>Total</b>				<b>99,943.95</b>	<b>-</b>	<b>99,943.95</b>	
<b>Grand Total</b>					<b>41,648,786.51</b>	<b>14,353,180.33</b>	<b>55,181,108.66</b>	



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 15, 2019

SUBJECT: Resolution Authorizing the Mayor to Execute a Memorandum of Understanding with Lea County for Airline Subsidy for FY 19-20.

DEPT. OF ORIGIN: Legal Department  
DATE SUBMITTED: July 09, 2019  
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary:

This resolution authorizes the Mayor to execute a Memorandum of Understanding with Lea County detailing the terms and responsibilities of their joint requirements for the airline subsidy. The City of Hobbs and Lea County will each provide subsidy funding up to \$1.15 million dollars each for the service pursuant to the attached Memorandum of Understanding between the City and County.

Fiscal Impact:

The funding has been approved in the 2019-20 preliminary budget.

Reviewed By:   
Finance Department

Attachments:

- Resolution
- Memorandum of Understanding between the City and County (FY 19-20)

Legal Review:

Approved As To Form:   
City Attorney

Recommendation: The Commission should consider the Resolution

Approved For Submittal By:

  
Department Director

\_\_\_\_\_  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6824

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A MEMORANDUM OF UNDERSTANDING WITH  
LEA COUNTY FOR AIRLINE SUBSIDY FOR FY 19-20

WHEREAS, the City of Hobbs and Lea County will each provide airline subsidy funding up to \$1.15 million dollars each pursuant to a Memorandum of Understanding between the City of Hobbs and Lea County as attached herein;

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 Understanding with Lea County for Airline Subsidy for FY 19-20.

PASSED, ADOPTED AND APPROVED this 15<sup>th</sup> day of July, 2019.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

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

This Memorandum of Understanding is made this \_\_\_\_\_ day of July, 2019, by and between the City of Hobbs (hereinafter "CITY") and Lea County, New Mexico (hereinafter "COUNTY").

**PURPOSE**

The purpose of this agreement is to memorialize the terms and agreement between the CITY and COUNTY regarding their funding of airline subsidy for FY 19-20. CITY and COUNTY agree to cooperate as outlined in this Memorandum of Understanding.

WHEREAS, the CITY and COUNTY agree that a major airline service in Lea County provides a significant economic benefit to Lea County;

WHEREAS, a major airline service to Lea County provides efficient transportation for its citizens and businesses;

WHEREAS, a major airline service in Lea County is required in the recruitment of new businesses and maintaining existing businesses;

WHEREAS, the Economic Development Corporation of Lea County ("EDC") has negotiated and obtained an agreement with United Airlines ("UNITED") to provide regular jet air service to and from Hobbs, NM;

WHEREAS, the agreement requires subsidy payments from the CITY and COUNTY, if necessary, to maintain the air service;

WHEREAS, the CITY and COUNTY desire to jointly fund any required subsidy.

**SUBSIDY FUNDING**

1. CITY and COUNTY agree to budget and share equally the costs of subsidy funding for FY 19-20.
2. The subsidy shall not exceed \$1.15 million dollars in the aggregate for each entity.
3. At the conclusion of each quarter, UNITED will provide an accounting to EDC determining subsidy requirements. CITY and COUNTY shall monitor and confirm the subsidy amounts.



4. Each entity shall pay one-half of each of the four (4) quarterly required subsidy payments.

### **MERGER OF AGREEMENT**

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

### **SOVEREIGN IMMUNITY**

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

### **LIABILITY**

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

### **THIRD PARTY BENEFICIARIES**

It is specifically agreed between the parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Agreement to maintain, pursuant to the provisions of the Agreement, a suit of any nature, including but not limited to suits alleging wrongful death, bodily and/or personal injury to person(s), damages to property(ies), and/or any cause of action.

### **INSURANCE**

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

### **TERM**

This Memorandum of Understanding shall continue in full force and effect, for the four required quarterly payments to UNITED. Nothing in this agreement

guarantees future airline subsidy funding by either entity beyond what this agreement contemplates.

#### **SEVERABILITY**

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

#### **NO ORAL MODIFICATION**

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

#### **GOVERNING LAW**

This Memorandum of Understanding shall be construed in accordance with the laws of the State of New Mexico.

#### **EFFECTIVE DATE**

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

ATTEST:

LEA COUNTY, NEW MEXICO

BY: \_\_\_\_\_  
Rebecca Long,  
Lea County Chair

Date: \_\_\_\_\_

ATTEST:

CITY OF HOBBS

BY: \_\_\_\_\_  
Sam Cobb,  
Mayor

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
John W. Caldwell  
County Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Efren A. Cortez  
City Attorney

Date: \_\_\_\_\_



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 15, 2019

SUBJECT: Resolution Authorizing the Mayor to Execute Professional Service Agreements with Economic Development Corporation of Lea County for Airline Subsidy for FY 19-20

DEPT. OF ORIGIN: Legal Department  
DATE SUBMITTED: July 9, 2019  
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary:

This resolution authorizes the Mayor to execute a Professional Services Agreement with the Economic Development Corporation of Lea County (EDC) to encompass both the jet airline service to and from Hobbs, NM, and EDC's operations and special projects. Pursuant to a Memorandum of Understanding with Lea County, the City and County will each provide a subsidy up to \$1.15 million dollars for the jet airline services. The City of Hobbs will provide an additional \$107,000 for marketing Fly Hobbs. Additionally, on June 17, 2019, the Commission approved Resolution No. 6809, authorizing FY 19-20 funding appropriations for EDC for operations and special projects in the amount of \$250,000. This Professional Services Agreement would encompass both the Airline Subsidy and marketing (\$1.257 million) and the funds for operations and special projects (\$250,000). It is important to note the new contract requires the airline to provide competitive fees for regional destination points.

Fiscal Impact:

The funding has been approved in the 2019-20 preliminary budget.

Reviewed By: \_\_\_\_\_



Finance Department

Attachments:

- Resolution;
- Professional Services Agreement between the City and EDC.

Legal Review:

Approved As To Form: \_\_\_\_\_



City Attorney

Recommendation: The Commission should consider the Resolution

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6825

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A PROFESSIONAL SERVICES AGREEMENT WITH  
ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY  
FOR FY 19-20

WHEREAS, the Economic Development Corporation of Lea County (EDC) agrees to negotiate and obtain a jet airline service to and from Hobbs, NM; and

WHEREAS, the City of Hobbs and Lea County will provide Airline Subsidy funding up to \$1.15 million dollars each pursuant to a Memorandum of Understanding between the City of Hobbs and Lea County; and

WHEREAS, the City of Hobbs and EDC agree that \$107,000.00 is needed to effectively market the airline through the Fly Hobbs campaign, and thus the total Airline Subsidy for the City of Hobbs will be \$1.257 million dollars for FY 19-20; and

WHEREAS, the EDC has negotiated a provision that the airline provides competitive fees for regional destination points and seeks expansion of the service where possible;

WHEREAS, in June 17, 2019, the City Commission previously approved Resolution No. 6809 authorizing FY19-20 funding appropriations for EDC for operations and special projects in the amount of \$250,000;

WHEREAS, the parties seek to enter into a single agreement which encompasses all funds allocated to EDC from the City of Hobbs for FY 19-20.

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

Professional Services Agreement with Economic Development Corporation of Lea  
County for FY 19-20.

PASSED, ADOPTED AND APPROVED this 15<sup>th</sup> day of July, 2019.

---

SAM D. COBB, Mayor

ATTEST:

---

JAN FLETCHER, City Clerk

**PROFESSIONAL SERVICES AGREEMENT**  
**CITY OF HOBBS – ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY**

FY 2019-2020

WHEREAS, NMSA 1978, §3-17-1, provides that cities are granted those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the City and its inhabitants; and

WHEREAS, the City Commission of the City of Hobbs, Lea County, New Mexico, has determined that the services to be provided by the contracting party pursuant to this Agreement are needed by certain segments of the population of the City and are necessary to contribute to the quality of life of the citizens of the City of Hobbs; and

WHEREAS, the City of Hobbs, through its management staff, and pursuant to NMSA 1978, §13-1-126, as amended, has conducted a good faith review of available resources within Lea County and has determined that there is only one source within Lea County for the services needed.

NOW THEREFORE, the City of Hobbs (hereinafter referred to as "City") and Economic Development Corporation of Lea County (hereinafter referred to as "Contractor") and hereby do agree as follows:

**1.0 SCOPE OF SERVICES**

1.1 CONTRACTOR will provide the following services:

1.1.1 Promote the economic and general welfare of all citizens of the City of Hobbs;

1.1.2 Actively solicit new business and industry to Hobbs, New Mexico, and the vicinity;

1.1.3 Work to retain existing businesses and their growth;

1.1.4 Furnish technical services pertaining to all economic and industrial development matters;

1.1.5 Provide economic and quality of life benefits to our community through increased industrial and retail attraction;

1.1.6 Improve the services and resources to retain and expand existing area businesses;

1.1.7 Attract desperately needed workforce to our area through an organized and targeted marketing campaign;

1.1.8 Continue to build rapport with state and national leaders to influence policy that impacts our community;

1.1.9 Improve the value of membership and engagement of cornerstone business leaders;

1.1.10 Develop better qualified and trained staff who provide leadership in the economic development field;

1.1.11 Provide the services of continuing a non-stop commercial airline jet service to and from Hobbs, New Mexico;

1.1.12 Perform such other related services as are deemed appropriate;

1.2 All persons retained by CONTRACTOR to provide the services required by this Agreement shall be employees, volunteers or contractors of CONTRACTOR, which shall be solely responsible for their acts and omissions, as well as all compensation, taxes and benefits associated with their work for CONTRACTOR.

1.3 It is expressly understood and acknowledged that CONTRACTOR is an independent contractor, that it is not an instrumentality, agent or employee of City, and that it will not so represent itself to the public.

1.4 This Agreement shall not preclude funding or other contracts from other sources.

## **2.0 COMPENSATION**

2.1 City shall pay CONTRACTOR a sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) for services rendered under this Agreement for operating expenses. The aforesaid amount shall be paid in quarterly installments of \$50,000.00, payable at the end of each quarter after the services contracted for are actually rendered. The first such payment shall be due on or after October 1, 2019; the second shall be due on or after January 1, 2020; the third payment on or after April 1, 2020; and the last payment on or after June 1, 2020. CONTRACTOR shall submit invoices to the City of Hobbs ten (10) days prior to payment dates and shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Shelly Raulston.

2.2 City shall pay CONTRACTOR a sum not to exceed FIFTY THOUSAND DOLLARS (\$50,000.00) for special projects on a reimbursement basis as specified and approved by the Hobbs City Commission. CONTRACTOR shall submit invoices to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Shelly Raulston.

2.3 City shall pay CONTRACTOR a sum not to exceed ONE MILLION TWO HUNDRED AND FIFTY SEVEN THOUSAND DOLLARS (\$1,257,000.00)(\$757,000.00 from general fund and \$500,000.00 from Lodgers' Tax Fund) for providing and maintaining non-stop commercial airline jet service to and from Hobbs, New Mexico. CONTRACTOR shall submit invoices and appropriate documentation for services rendered to the City of Hobbs, 200 E.



Broadway, Hobbs, NM 88240 Attn: Shelly Raulston for payment associated with the airline.

2.4 CONTRACTOR shall spend at least \$107,000.00 of the funds specified in Section 2.3 herein on marketing of Fly Hobbs.

2.5 As an express condition to payment outlined in Section 2.1 above, CONTRACTOR shall submit written quarterly reports to the City Manager ten (10) days prior to the following anticipated payment dates: October 1, 2019; January 1, 2020; April 1, 2020; and June 1, 2020. The reports shall include an overview of the services CONTRACTOR provided pursuant to the agreement during the previous quarter. CONTRACTOR shall make a presentation to the Hobbs City Commission on their second meeting in January 2020 to report all services rendered under this Agreement. CONTRACTOR shall provide ongoing reports to the City Manager regarding retail economic development and recruitment initiatives being funded by this Agreement.

2.6 CONTRACTOR shall make no claim against City for any expense incurred by it in providing the services required by this Agreement. Specifically, CONTRACTOR shall make no claim against City for travel expense, duplication costs, telephone costs, secretarial assistance, office supplies or any other cost not specifically allowed herein.

### **3.0 TERM AND TERMINATION**

3.1 This Agreement for services is to cover City's fiscal year, beginning July 1, 2019, and ending June 30, 2020. CONTRACTOR shall not be entitled to future contracts or other funding in future fiscal years by virtue of entering into this Agreement.

3.2 This Agreement may be terminated by either party with thirty (30) days advanced written notice to the other. In the event of termination, City shall submit payment, for all services rendered up to the final date outlined in the written notice. Partial performance in a given quarter shall not entitle CONTRACTOR to full payment of the quarterly installment outlined in Section 2.1 herein.

### **4.0 INSURANCE**

4.1 CONTRACTOR shall provide the City of Hobbs with a Certificate of Insurance naming the City of Hobbs as an additional insured on all general and/or professional liability, automobile liability, and workers' compensation insurance policies. Said policy shall be primary.

### **5.0 MISCELLANEOUS PROVISIONS**

5.1 CONTRACTOR shall timely notify City of any change as to its principal place of business, the identity of all its directors, officers and members, any change of its corporate status, any change of its tax-exempt status with the Internal Revenue Service, any change in programming and any pending litigation or asserted claims or any other matter that might affect the continued rendition of services to City residents under this Agreement.

5.2 CONTRACTOR represents and warrants that the information given to City in support

of its request for funding is true and correct; further, that its staff is competent to render the services which are the subject of this Agreement, and finally, that there is no other provider in Lea County of the kind of services contemplated by this Agreement.

5.3 CONTRACTOR agrees to abide by all state and federal rules, regulations and statutes pertaining to equal opportunity. In accordance with these laws and regulations, CONTRACTOR agrees to assure that no person shall, on the grounds of race, color, national origin, sex, age, handicap or medical condition, be excluded from participation in programs and services to be rendered by CONTRACTOR pursuant to this Agreement.

5.4 CONTRACTOR shall give City prompt and timely notice of any claim made or suit instituted against CONTRACTOR which may in any way, directly or indirectly, contingently or otherwise, result in a judgment against City.

5.5 CONTRACTOR agrees to and shall indemnify, defend and hold the City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses and liens, of every kind and nature, including but not limited to court costs and reasonable attorneys' fees arising or alleged to have arisen out of performance of CONTRACTOR's rendition of services or failure to render services pursuant to this Agreement or any breach of this Agreement.

5.6 This Agreement shall be construed pursuant to the laws of the State of New Mexico. The parties represent that the requirements of the New Mexico Procurement Code have been met as a prerequisite for entering into this Agreement. They further agree that any changes or modifications to this Agreement suggested or required by any supervising state entity, such as the New Mexico Attorney General's office or the New Mexico Department of Finance and Administration, shall be made in order to fully comply with the law as such agencies might interpret and define it to the parties.

5.7 If CONTRACTOR obtains an audit or other type of financial review of its affairs, then City shall receive a copy of same. This provision does not otherwise obligate CONTRACTOR to secure such services. City shall be entitled to a detailed current income/expense statement upon written request.

5.8 This is a professional services contract and neither City nor CONTRACTOR may assign this Agreement, or any interest herein, without prior written approval of the other.

5.9 This Agreement reflects all covenants, understandings and agreements between the parties. This Agreement may not be altered except by another writing signed by both parties.

**[Required Signatures on Next Page]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this  
\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By: \_\_\_\_\_  
SAM D. COBB, Mayor

By: \_\_\_\_\_  
JAN FLETCHER, City Clerk

By: \_\_\_\_\_  
TOBY SPEARS, Finance Director

ATTEST:

ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY

By: \_\_\_\_\_  
MISSI CURRIER, President & CEO

By: \_\_\_\_\_  
JOSHUA GRASSHAM, Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
EFREN A. CORTEZ, City Attorney



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM


MEETING DATE: July 15, 2019

**SUBJECT:** CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT WITH ABS HOMES CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING.

DEPT. OF ORIGIN: Planning Division  
DATE SUBMITTED: July 8, 2019  
SUBMITTED BY: Kevin Robinson – Planning Department

**Summary:** ABS Homes 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 \$200,000.00.

**Fiscal Impact:**

Reviewed By:   
Finance Department

FY20 Budget Available \$1,310,000.00

Single Family Housing #010100-44901-170

**Attachments:** Developers Request and Development Agreement.

**Legal Review:**

Approved As To Form:   
City Attorney

**Recommendation:**

Commission considers approval / denial of the attached Development Agreement.

Approved For Submittal By:

  
Department Director

  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6826

**A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH ABS HOMES CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.**

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with ABS Homes 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 15<sup>th</sup> day of July, 2019.

\_\_\_\_\_  
Sam D. Cobb, Mayor

ATTEST:

\_\_\_\_\_  
Jan Fletcher, City Clerk

## MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this 15<sup>th</sup> day of July 2019 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and ABS Homes, 4915 W. Steel Driver Rd., 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. \$10.00 per sq. ft. north of Sanger
  - ii. \$20.00 per sq. ft. south of Sanger
  - iii. Calculation based on living area only
- b. Incentive not to exceed per unit basis:
  - i. \$10,000.00 per single family unit
  - ii. \$5,000.00 per multi-family unit
- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
  - i. \$180.00 per lineal front footage of complete public infrastructure installed, and further broken down as follows:
    1. Water (\$25 / lf):

- a. Twenty Five (\$25) 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 (\$35 / lf):
  - a. Thirty Five (\$35) 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 (\$90/ lf):
  - a. Ninety (\$90) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
4. Sidewalk:
  - a. Thirty (\$30) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) 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 Two Hundred Thousand Dollars (\$200,000.00), 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.

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, 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 and ABS Homes, 4915 W. Steel Driver Rd., 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.

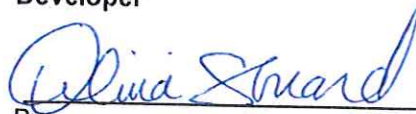
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first written above.

**City of Hobbs**

**Developer**

\_\_\_\_\_  
By: Sam D. Cobb, Mayor

By: \_\_\_\_\_



**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
JAN FLETCHER, City Clerk

\_\_\_\_\_  
Efren Cortez, City Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 15, 2019

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN GRIMES LAND CO., AND THE CITY OF HOBBS CONCERNING INSTALLATION OF PUBLIC INFRASTRUCTURES.

DEPT. OF ORIGIN: Planning Department
DATE SUBMITTED: July 8, 2019
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The City of Hobbs is proposing to enter into a Development Agreement with Grimes Land Co., concerning the installation of public infrastructures. The development of property, per MC 16.12.040, requires that the permit application must contain plans for the complete construction of all of the required improvements within the abutting right-of-way to the property, including City utilities, paved streets, sidewalks, curbing, and traffic signals if applicable. The development agreement is concerning the development of public infrastructures located within Sanger a designated Major Collector and Tasker a designated minor residential. The DA attached hereto and made part of this Resolution requires the Developer to construct or pay fair share assessments for the required public infrastructures, adjacent to the southern boundary of the development and west of the proposed driveway access, a distance of +/- 280' from the developer's southeast property corner. The City of Hobbs Planning Board recommended approval of a similar Development Agreement at the regular meeting held on May 21, 2019 by a vote of 5 to 0.

Fiscal Impact: Reviewed By: [Signature] Finance Department

The positive impact of the new development from GRT collections and monthly utility bills should offset any expenses that the City will incur from the maintenance responsibility of streets, water and sewer lines.

Attachments: Development Agreement and attachments, Draft Planning Board Minutes.

Legal Review: Approved As To Form: [Signature] City Attorney

Recommendation: Staff recommends consideration of approval of the Development Agreement.

Approved For Submittal By: [Signature] Department Director
[Signature] City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN
Resolution No.
Ordinance No.
Approved
Other
Continued To:
Referred To:
Denied
File No.

CITY OF HOBBS

RESOLUTION NO. 6827

**A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN GRIMES LAND CO., AND THE CITY OF HOBBS CONCERNING INSTALLATION OF PUBLIC INFRASTRUCTURES.**

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Grimes Land Co., concerning the installation of public infrastructures; and

WHEREAS, the aforementioned Development Agreement requires the Developer to construct or pay fair share assessments for the required public infrastructures, adjacent to the southern boundary of the development and west of the proposed driveway access, a distance of +/- 280' from the developer's southeast property corner; and

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

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

PASSED, ADOPTED AND APPROVED this 15<sup>th</sup> day of July, 2019.

\_\_\_\_\_  
Sam D. Cobb, Mayor

ATTEST:

\_\_\_\_\_  
Jan Fletcher, City Clerk

**INFRASTRUCTURE DEVELOPMENT AGREEMENT**  
**North West Corner of Sanger and Tasker**

**THIS AGREEMENT**, made and entered into this 15 day of July 2019, by and between the **CITY OF HOBBS, NEW MEXICO**, a New Mexico Municipal Corporation, with a mailing address of 200 E. Broadway, Hobbs, New Mexico 88240 (referred to herein as the "**City**"); and **GRIMES LAND CO., LTD. Co.**, a New Mexico limited liability company with a mailing address of P.O. Box 5102, Hobbs, New Mexico 88241 (referred to herein as "**Developer**").

**RECITALS:**

**WHEREAS**, Developer seeks to locate a new commercial enterprise (the "**Development**") on property located within the city limits of the City of Hobbs, New Mexico at the northwest corner of Sanger, a Major Collector, and Tasker, a minor residential, (the "**Developer Property**"). The Development requires municipal Infrastructure Improvement to be extended adjacent to the eastern and southern property line of the Development Property, including, but not limited to, water, sewer, curb, gutter and roadway upgrades (collectively referred to herein as "**Public Infrastructure Improvements**"), as well as the construction of sidewalks adjacent to the public right of ways as per MC 12.08.040. Said Infrastructure Improvements are required per Municipal Code at time of subdivision and/or development in order to assure availability of public infrastructures for adjacent properties; and

**WHEREAS**, adjacent to the Developers holdings, and contained within the development boundaries are certain public right of ways and infrastructures previously dedicated that shall, subsequent to development, be vacated and therein conveyed to the Developer; and

**WHEREAS**, the property adjacent to the proposed development, both west and south, are unlikely to develop in the near future and would not receive fair share beneficial use, nor pay fair share assessments, of installed public infrastructures until such development occurs. Therefore, it has been agreed upon by the City and the Developer that the Developer will construct, or cause to be constructed, at Developers sole expense, the required Roadway Infrastructure Improvements only (roadway improvements, curb, gutter and sidewalk) required for the Development adjacent to Sanger to a point being +/- 280' feet from the southeast corner of the Developers holdings and west of the proposed driveway access and pay unto the City the fair share assessment for the Public Utility Infrastructures (water & sewer) that would be located within the Sanger ROW for the entire frontage adjacent to Sanger.

**NOW, THEREFORE**, the parties, in consideration of the promises and mutual obligations set forth herein, and other good and valuable consideration, hereby agree as follows:

1. The Developer, at its sole cost and expense, shall design, or cause to be designed, construction plans for the Public Infrastructure Improvements to be installed per this agreement. Developer shall submit the proposed construction drawings and specifications for the Developer Improvements to the City for review and approval.
2. Upon approval of the construction plans the Developer, at its sole cost and expense, shall construct, or cause to be constructed, the Public Infrastructure Improvements per the Approved Planset and this agreement. 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 planset and City of Hobbs Standards prior to municipal acceptance.
3. Responsibilities of the parties hereto are as follows:
  - A. The Developer shall:
    - 1) Comply with all applicable Federal, state and local laws and regulations as they relate to the Developer Improvements.
    - 3) Provide a letter of certification to the City from the Engineer of Record for all items

pertaining to the Public Infrastructure Improvements.

B. The City shall:

- 1) Review for compliance and approve any compliant civil planset submitted for the installation of the required public infrastructures.

4. All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: Planning Department, 200 E. Broadway, Hobbs, NM 88240; to GRIMES LAND CO., LTD. Co., a New Mexico limited liability company PO Box 5102, Hobbs, New Mexico 88241, or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

5. This Agreement may be executed in one or more identical counterparts, and all counterparts so executed shall constitute one agreement which shall be binding on all of the parties. Signed counterparts of this Agreement may be delivered by facsimile and by scanned .pdf image, each of which shall have the same force and effect as an original signed counterpart; provided, that, after a request by any party hereto for such original signed counterpart, each party hereto uses commercially reasonable efforts to deliver to each other party hereto original signed counterparts as soon as possible thereafter.

6. Representations of City.

- A. City is a duly organized and validly existing municipal corporation under the laws of the State of New Mexico with full municipal power to enter into this Agreement and to carry out the terms, conditions and provisions hereof. All requisite actions, judicial or otherwise, required to be taken for City to validly enter into this Agreement have been taken.
- B. City will continue review and processing of the development plans, and forthcoming building permit application in a forthright manner and with due diligence.

7. Representations of Developer.

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

8. Breach.

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

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

9. Remedies Upon Breach.

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

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

enforcing any covenant or provision of this Agreement.

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

11. **Termination.** This Agreement shall be terminated upon the completion of all installation and construction defined herein or 365 days from ratification of this agreement, whichever occurs first.

12. **Severability.** If any part of this contract shall be deemed in violation of the laws or Constitution of New Mexico or to be invalid for any other reason, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable.

13. **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:**

**CITY OF HOBBS**

\_\_\_\_\_  
Sam D. Cobb - Mayor

Date: \_\_\_\_\_

**DEVELOPER:**

**GRIMES LAND CO., LTD. Co., a New Mexico limited liability company**

By: \_\_\_\_\_

Its: \_\_\_\_\_

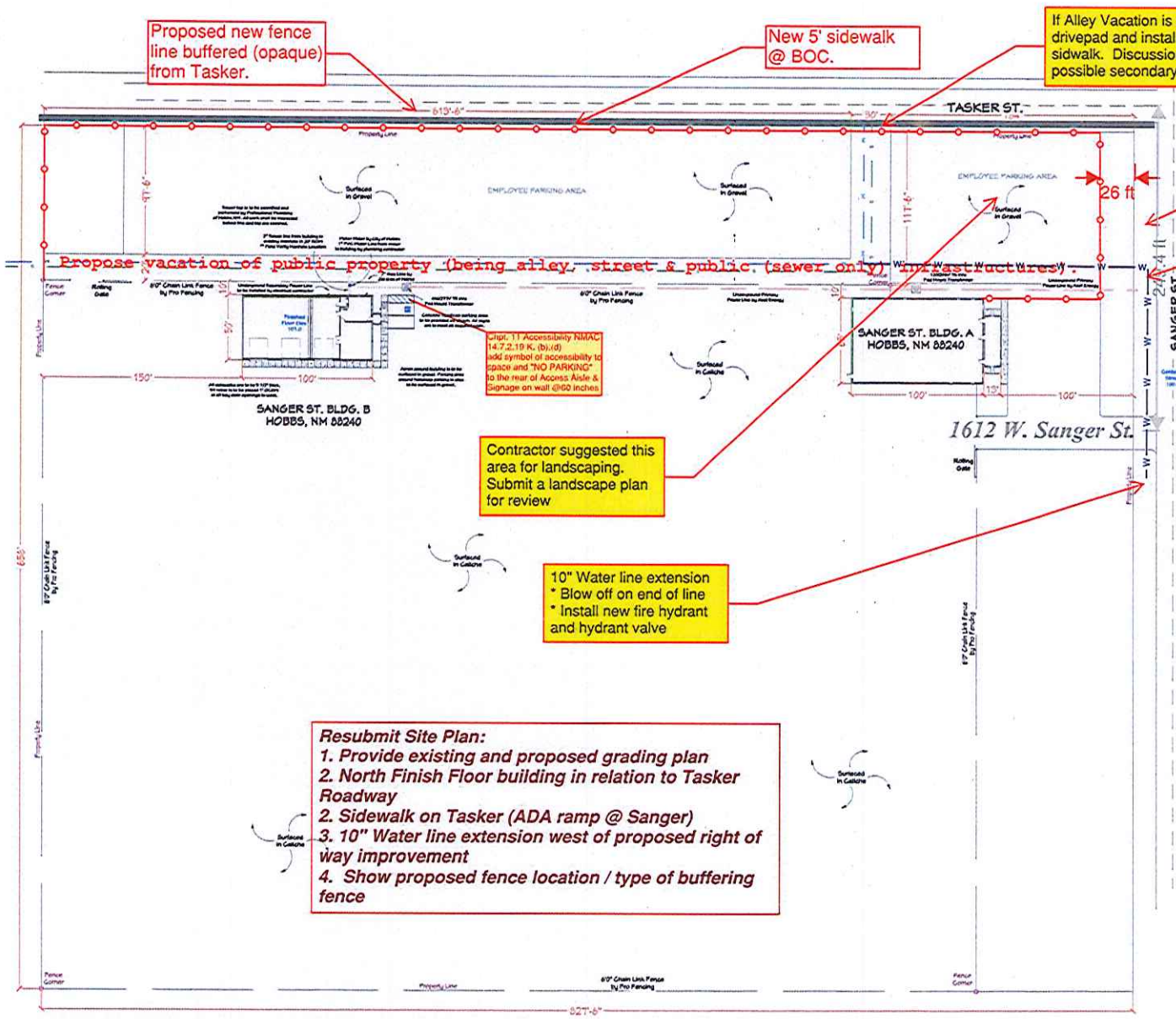
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Jan Fletcher, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Efren Cortez, City Attorney



Proposed new fence line buffered (opaque) from Tasker.

New 5' sidewalk @ BOC.

If Alley Vacation is approved, remove alley drivepad and install curb / gutter for new sidewalk. Discussion with contractor for possible secondary employee entrance

Required Improvements (curb, gutter, sidewalk, water & sewer) not extended west of Tasker per MC 16.12.040(B). Recommend Commission approved DA.

New 10" Valve location

Need curb and sidewalk details for ADA and ROW access.

Planning:  
 1. Provide parking compliant with MC 15.20  
 2. Provide Landscaping compliant with MC 15.40

Contractor suggested this area for landscaping. Submit a landscape plan for review

10" Water line extension  
 • Blow off on end of line  
 • Install new fire hydrant and hydrant valve

**Resubmit Site Plan:**  
 1. Provide existing and proposed grading plan  
 2. North Finish Floor building in relation to Tasker Roadway  
 3. 10" Water line extension west of proposed right of way improvement  
 4. Show proposed fence location / type of buffering fence



<b>NEW BUILDING PLANS INGRAM POWER SERV.</b>		<b>SCHUBERT CONSTRUCTION</b> 1400 W. Sander Blvd. Hobbs, NM 88240	
SITE PLAN	Sheet Number	C1	
SCALE 1" = 80'	Set Number		
Date: 12/14/17			