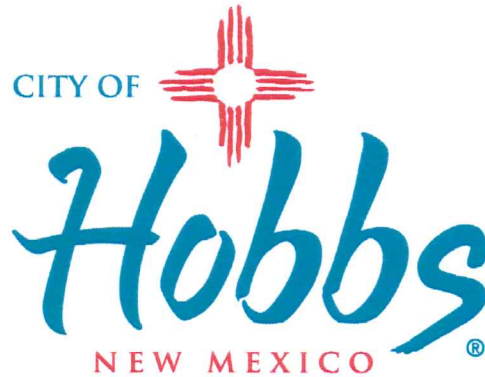


# Commission Meeting Agenda



## *Mayor*

Samuel D. Cobb

## *City Commission*

Marshall R. Newman

Christopher R. Mills

Larron B. Fields

Joseph D. Calderón

Dwayne Penick

Don R. Gerth

## *Acting City Manager*

Manny Gomez

*July 20, 2020*



## **Hobbs City Commission**

Regular Meeting

City Hall, City Commission Chamber

200 E. Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico

**Monday, July 20, 2020 – 6:00 p.m.**

**Virtual Meeting Held by Video Conference**

Sam D. Cobb, Mayor

Marshall R. Newman  
Commissioner – District 1

Joseph D. Calderon  
Commissioner – District 4

Christopher R. Mills  
Commissioner – District 2

Dwayne Penick  
Commissioner – District 5

Larron B. Fields  
Commissioner – District 3

Don R. Gerth  
Commissioner – District 6

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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 6, 2020, Regular Commission Meeting

### **PROCLAMATIONS AND AWARDS OF MERIT**

2. Recognition of City Employees - Milestone Service Awards for the Month of July, 2020 (*Nicholas Goulet, HR Director*)
  - 5 years – Latrisca Brown, Municipal Court
  - 15 years – Dana Ankerholz, Hobbs Fire Department
  - 15 years – Julie Nymeyer, Engineering Department
  - 15 years – Shawn Hardison, Hobbs Police Department

## **PUBLIC COMMENTS**

Due to the current COVID-19 State of Emergency and the orders of the New Mexico Department of Health, public comment should be submitted in writing via email to the City Clerk at [jfletcher@hobbsnm.org](mailto:jfletcher@hobbsnm.org) or via fax at (575) 397-9334 no later than 4:30 p.m. on July 20, 2020.

**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. 6948 – Authorizing the Appointment of Robert Sims, Jr., to the Community Affairs Board *(Mayor Sam Cobb)*
4. Resolution No. 6949 – Authorizing an Agreement with the Southeastern New Mexico Economic Development District/Council of Governments for FY 20-21 in the Amount of \$10,237.00 *(Efren Cortez, City Attorney)*
5. Resolution No. 6950 – Authorizing the City Manager to Enter Into a Contract with the Non-Metro Area Agency on Aging to Receive Grant Funds up to \$106,427.34 for Meal Service at the Hobbs Senior Center *(Doug McDaniel, Recreation Director)*
6. Resolution No. 6951 – Authorizing the Removal of Uncollectable Accounts Receivable for Water, Garbage and Sewer Services for the Period of July 2015 through June 2016 in the Amount of \$201,106.51 *(Tim Woomer, Utilities Director)*
7. Resolution No. 6952 – Approving the FY 2020 DFA 4<sup>th</sup> Quarter Financial Report *(Toby Spears, Finance Director)*
8. Resolution No. 6953 – Approving the FY 2020 DFA 4<sup>th</sup> Quarter Financial Report for Lodgers' Tax *(Toby Spears, Finance Director)*
9. Resolution No. 6954 – Adopting Budget Adjustment #4 for FY 2019-2020 *(Toby Spears, Finance Director)*

## **DISCUSSION**

None

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

10. Resolution No. 6955 – Authorizing an Allocation of Lodgers' Tax Funds for FY 2021 for the Economic Development Corporation of Lea County - Airline Subsidy and Marketing; CORE - Marketing and Promotion; Rockwind Golf Course – Marketing and Promotion; and the City of Hobbs Convention and Visitors Bureau – New Mexico True Grant Match 2021 with the New Mexico Tourism Department (*Toby Spears, Finance Department*)
11. Resolution No. 6956 – Adopting the FY 2020-2021 Final Budget (*Toby Spears, Finance Department*)
12. Resolution No. 6957 – Authorizing the Mayor to Execute a Memorandum of Understanding with Lea County for the Airline Subsidy for FY 20-21 (*Efren Cortez, City Attorney*)
13. Resolution No. 6958 – Authorizing the Mayor to Execute a Professional Services Agreement the Economic Development Corporation for FY 20-21 (*Efren Cortez, City Attorney*)
14. Resolution No. 6959 – Approving a Proposed Collective Bargaining Agreement with the Hobbs Police Officers Association (*Efren Cortez, City Attorney*)
15. Consideration of Approval of RFP No. 518-20 for Janitorial Services and Recommendation to Multi-Award the Proposal to ARC Janitorial and Community Maintenance (*Shelia Baker, General Services Director*)
16. Consideration of Approval of RFP No. 519-20 for Janitorial Services and Recommendation to Award the Proposal to Community Maintenance (*Shelia Baker, General Services Director*)

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

17. Next Meeting Date:
  - City Commission Regular Meeting  
**August 3, 2020, at 6:00 p.m.**

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 20, 2020

**SUBJECT: City Commission Meeting Minutes**

DEPT. OF ORIGIN: City Clerk's Office  
DATE SUBMITTED: July 14, 2020  
SUBMITTED BY: Jan Fletcher, City Clerk

**Summary:**

The following minutes are submitted for approval:

- Regular Commission Meeting of July 6, 2020

**Fiscal Impact:**

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

N/A

**Attachments:**

Minutes as referenced under "Summary".

**Legal Review:**

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

**Recommendation:**

Motion to approve the minutes as presented.

Approved For Submittal By:

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

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

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, July 6, 2020, in Hobbs, New Mexico. This was a virtual meeting held by video conferencing and viewable to the public via Livestream on the City's website at [www.hobbsnm.org](http://www.hobbsnm.org).

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

Mayor Cobb called the virtual meeting to order at 6:00 p.m. and welcomed everyone viewing through Livestream. Ms. Jan Fletcher, City Clerk, called the roll and the following identified themselves as participating remotely through video conferencing and answered present:

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

The following staff members participated remotely in the meeting via video conference:

Manny Gomez, Acting City Manager/Fire Chief  
Efren Cortez, City Attorney  
Shelia Baker, General Services Director  
Kevin Robinson, Development Director  
Jan Fletcher, City Clerk

Mayor Cobb explained the guidelines issued by the New Mexico Attorney General's Office, Open Government Division (OGD), regarding the virtual public body meeting through video conferencing. He stated the following guidelines must be followed:

- At the start of the meeting, the Mayor should announce the names of those members of the public body participating remotely.
- All members of the public body participating remotely must identify themselves whenever they speak and must be clearly audible to the other members of the public body and to the public.
- Members of the public should be afforded remote access, via livestream.
- Mayor should suspend discussion if the audio or video is interrupted.
- All votes of the public body must be a roll call vote.
- The public body should produce and maintain a recording of the open session of the meeting.

For the record, it is noted that all of these guidelines were strictly followed during the entire City Commission meeting.

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

Commissioner Penick delivered the invocation and Mayor Cobb led the Pledge of Allegiance.

### **Approval of Minutes**

Commissioner Calderón moved that the minutes of the regular meeting held on Monday, June 15, 2020, be approved as presented. Commissioner Newman seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Newman yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

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

#### *Proclamation Proclaiming the Month of July as "Parks and Recreation Month"*

Mayor Cobb proclaimed the month of July as "Parks and Recreation Month" and encouraged all citizens to enjoy the beautiful parks in our community.

### **Public Comments**

The public was given the opportunity to submit public comments prior to the meeting in writing via email to the City Clerk at [jfletcher@hobbsnm.org](mailto:jfletcher@hobbsnm.org) or via fax to (575) 397-9334 by 4:30 p.m., on July 6, 2020. There were three public comments submitted from the following individuals which were read into the record: (1) Mr. Nicholas Maxwell; (2) Mr. Steve Townsend; and (3) Mr. Charles Whitley. Copies of the written comments are attached and made a part of these minutes.

Commissioner Calderón, as a citizen, commented that he supports wearing masks and the City Commission should act as leaders to set a positive example for the community.

### **Consent Agenda**

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

#### *Consideration of Approval of a Professional Services Agreement with the Friends of the Hobbs Public Library for FY 20-21*

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

### **Discussion**

There were no items for discussion.

**Action Items**

**PUBLICATION: Proposed Ordinance Approving a Real Estate Purchase Agreement to Sell and Convey a Parcel of Land Located Northeast of the Intersection of Texas and Dal Paso Streets to Franklin Land Associates, LLC, for the Purchase Price of \$190,000.00**

Mr. Kevin Robinson, Development Director, explained the ordinance and stated the City is proposing to sell a parcel of land located NE of the intersection of Texas and Dal Paso, containing 1.30 acres, more or less, to Franklin Land Associates, LLC, for the purchase price of \$190,000. He stated the purpose of the sale is economic development. Mr. Robinson stated the Real Estate Purchase Agreement is the standard form used by the City but it does contain certain restrictions for use of the property.

Commissioner Fields commended Mr. Robinson for his work on the project and the added restrictions. Commissioner Fields stated it will be a benefit to District 3.

Commissioner Calderón moved to publish notice of intent to adopt the ordinance at a later date. Commissioner Fields seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the proposed ordinance and agreement are attached and made a part of these minutes.

**Consideration of Approval of a CES Contract with G & G Roofing for Roof Replacement at the Hobbs Senior Center in the Amount of \$804,712.90**

Ms. Shelia Baker, General Services Director, stated that roof inspections were conducted by Jim Koontz and Associates in 2019 on City buildings. The roof at the senior Center was identified as a high priority for replacement. After a design of the roof was complete, price quotes were obtained from three CES roofing contractors. Ms. Baker stated the lowest quote was from G & G Roofing in the amount of \$804,712.90 for the project. This will be for TPO replacement as it has a lighter weight and will provide savings on cooling costs due to reflectivity and being less expensive to install. The FY 2020 budget only included \$642,185.00 for this project which did not cover the cost of mechanical units and electrical costs. A budget adjustment of \$177,815.00 will be needed in the FY 2021 final budget for these costs, subject to approval by the State of New Mexico, Department of Finance and Administration.

In response to Commissioner Penick's question, Ms. Baker stated that Jim Koontz and Associates did the inspection of the roof.

There being no further discussion, Commissioner Calderón moved to approve the CES Contract with G & G Roofing for replacement of the roof at the Hobbs Senior Center in the amount of \$804,712.90. Commissioner Newman seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes,

Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documents are attached and made a part of these minutes.

**Comments by City Commissioners, City Manager**

Acting City Manager/Fire Chief Gomez provided an update to the Commission on COVID-19. He stated at the time of this meeting, 17 new positive cases were reported in Lea County on July 6, 2020, for a total number of 204 positive cases thus far. He stated 129 individuals in the State have been hospitalized in New Mexico. Two patients from Nor Lea Hospital were transferred to Lubbock. Over the weekend, 15 cases were confirmed at the Nor Lea Clinic and two of those cases were sent to the Emergency Room. Acting City Manager/Fire Chief Gomez stated the City is not receiving any direct information from the State. Some newer reports have suggested that the virus spreads more from person to person through droplets rather than on shared surfaces such as grocery carts, doors, etc., as initially thought. Citizens have been encouraged to stay home, wear a mask, practice social distancing and wash their hands frequently. Acting City Manager/Fire Chief Gomez reported that pursuant to a Supreme Court Order, effective July 6, 2020, all customers and visitors at the Hobbs Municipal Court are required to wear a mask upon entry to the Court.

Acting City Manager/Fire Chief Gomez thanked the Recreation Department, Hobbs Fire Department, Hobbs Police Department and the Parks and Open Spaces Department for their help with the amended July 4<sup>th</sup> Celebration. He stated the attendance was lower than average but the event went well. Acting City Manager/Fire Chief Gomez stated he has been with the City since 1991 and this was the most intense year of fireworks he has seen in the past. The Hobbs Fire Department responded to 81 fireworks calls and 15 grass fires while the Hobbs Police Department had 80 fireworks calls. He stated City Ordinance prohibits the sale and use of aerial fireworks. Inspections are required and were performed at all seven fireworks vendor locations in Hobbs. For vendors in the County, the sale and use of aerial fireworks are permitted. Acting City Manager/Fire Chief Gomez stated a debriefing will be conducted with internal City departments to improve upon the fireworks process to protect life and property in July, 2021.

Commissioner Mills stated he observed a lot of fireworks in his area with large groups of people barbecuing and blowing off steam because they have been locked down for three months. He stated everybody has differing opinions on the topic. He stated Acting City Manager/Fire Chief Gomez did a great job tonight of sharing information about COVID-19, some of which he has never heard before. Commissioner Mills stated there has been a fear instilled in everyone that there will not be enough respirators and hospital beds. He stated the citizens are not stupid and want to know what is the end game and what the City is going to do to keep the public safe. Commissioner Mills suggested the City educate the public about the "why" and demand that Santa Fe give us answers as COVID-19 is a long term problem with no end in sight.

Commissioner Fields stated he has received calls about wearing masks. He stated this pandemic is out of our control and the Governor is doing what's best for New Mexico. He stated nobody has answers and everybody is watching all of the various news channels. Commissioner Fields stated to wear a mask, social distance and pray for a vaccine and cure so that we can return to some normalcy.

Commissioner Calderón stated he and Police Chief Ortolano are going door-to-door visiting neighborhoods with a group of 60-70 kids broken up into groups. He stated the temperatures are hot but it has been good to visit with area constituents.

Commissioner Penick stated he has seen reports from doctors who are paid by the government to support wearing masks. Others believe that wearing masks is not healthy. Commissioner Penick stated he does not support people shaming and bullying others for wearing or not wearing masks.

Mayor Cobb thanked everyone for their attendance and stated we are certainly living in different times now than in the past. He stated we should all work together to keep the community safe. Mayor Cobb stated he is in hopes that the economy will rebound soon, and that we will all find a mutual common ground to move forward.

### **Adjournment**

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Newman seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 6:42 p.m.

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SAM D. COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk

## Jan Fletcher

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**From:** Nick Maxwell <[REDACTED]>  
**Sent:** Sunday, July 5, 2020 11:29 AM  
**To:** Jan Fletcher; Mollie Maldonado  
**Cc:** Sam Cobb; Manny Gomez; Joe Calderon; Chris Mills; Don Gerth; Dwayne Penick; Larron Fields; Marshall Newman; Rebecca Long; Dean Jackson; Gary Eidson; Jonathan Sena  
**Subject:** EXTERNAL: Public Comment for Monday's Commission meeting

Please find my comment below. I would appreciate it if this comment is read out loud to the public:

[BEGIN COMMENT]

Salutations to all. This public comment comes from Lea County resident and watchdog of the Eddy-Lea Energy Alliance, Nicholas Maxwell. This historic and most urgent message is for all of the public to hear.

I am circulating a citizen petition to convene a grand jury in Lea County for the purpose of investigating Samuel Cobb, John Heaton, and others for the crimes of bribery, conspiracy, and other felonies. This citizen petition is authorized by Section 14 of the bill of rights in the New Mexico constitution.

The petition must be signed by approximately 700 registered voters of Lea County. You may sign the petition if you are a registered voter living within any of the cities or within the unincorporated areas of the county. If you wish to sign or help circulate the petition to initiate an investigation into racketeering felonies related to the solicitation of a bribe by public officials during a rigged public bid, specifically for facilitating a non-competitive price fixing scheme between the Eddy-Lea Energy Alliance with Holtec International, then please contact me at 575-441-3560.

*And to the Directors of the Energy Alliance*, there is absolutely **nothing** funny about your racketeering felonies: your bid rigging, your bribery, and your price fixing. We shall see how many of you are still laughing after arrests are made and y'all are sitting in prison.

Once again, to the citizens of Hobbs, my number is 575-441-3560 and I can be reached at any time.

Please take action.

Warm regards, Hobbs,  
Nick Maxwell

[END COMMENT]

***Public Comment #1***

## Jan Fletcher

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**From:** steve townsend <[REDACTED]>  
**Sent:** Sunday, July 5, 2020 3:36 PM  
**To:** Jan Fletcher  
**Subject:** EXTERNAL: Fireworks ordinance

Attn: City Commission,

My name is Steve Townsend. I am a 20 year resident of Hobbs. I am writing this email to complain about the Hobbs Fireworks ordinance. This ordinance is clearly not being enforced. One aspect of the law called aerial fireworks is especially not being enforced. On July 4, most residents of Hobbs could go into their backyards and see aerial fireworks explode all over the city. According to the ordinance, these types of fireworks are supposed to be banned by the city. Now in the ordinance, I see that the Fire Chief is responsible for enforcing this regulation. The Fire Chief is also responsible for giving permits to fireworks vendors in the city. Clearly, the citizens of Hobbs are able to buy these illegal fireworks locally. Why is this happening? Are these vendors not aware of local fireworks regulations? Is the Hobbs Fire Department making spot inspections of these vendors to ensure aerial fireworks are not being sold? Are citations being passed out?

I recently moved to a new home on the corner of Aribba and Vega, which I thought was a quiet neighborhood. On July 4, it felt like I was living in Beirut. Across the street from me lives a deputy sheriff, Zach Owens. I spoke to him that night and he agreed with me that it was pretty bad in the city. He also said that the Lea County Sheriff's department cannot enforce local ordinances. Maybe there needs to be a county ban on aerial fireworks, that way the sheriff's dept. could help out.

I know that with the pandemic going on that popping fireworks was probably a much needed opportunity to go outside and have fun for a lot of people. But when that fun threatens someone's property, local law enforcement needs to step in and do something about it.

I am respectfully requesting that the city commission and the Hobbs Fire Dept. re-visit this fireworks ordinance to strengthen it and make sure illegal fireworks are not sold in the city. By holding fireworks vendors more accountable, this will insure that the property of Hobbs residents is better protected.

Respectfully,  
Steve Townsend

***Public Comment #2***



I am stunned at the complete disregard for face coverings in public that I have observed in Hobbs. In early April at the Coronavirus briefing the Center for Disease Control recommended facial coverings be worn in public. In May Governor Grisham mandated mask be worn in public in New Mexico. Coronavirus is increasing in Lea, Roosevelt, Curry, Lubbock, Ector and Midland Counties.

Wearing a mask is not a political issue. However, if you think it is then listen to elected Republican leaders like Senator McConnell, Texas Governor Abbott and Vice President Pence, all of whom have come out endorsing mask wearing. They echo what the CDC and local health officials say.

Think it's not a safety issue? Ask doctors, dentists, and nurses who wear masks all day. If you don't believe that masks help keep in germs then I encourage you to ask your dentist to remove his mask the next time you are having a procedure and tell your surgeon to disregard hand washing before yielding the scalpel.

Think it's not an economic issue? I encourage you to read literature like the recent report in Forbes magazine affirming that mask wearing could save the economy ONE TRILLION dollars.

Think it's not a family issue? The more work we do to mitigate the spread the quicker kids can return to school and parents can return to work (also an economic issue). With kids not in school and a lack of affordable child care options, I am worried we will see child neglect and abuse rates like we have never seen.

All we are being asked to do is cover our face in public. Retail workers, delivery drivers, grocery clerks and other workers wear masks to protect us. We can protect them by wearing a mask in public. Health Data.org, a program of the Institute of Health Data at the University Of Washington, graph shows 130 lives being saved in New Mexico and 25,000 nationwide by October with universal mask usage. If you do not want to listen to CDC or national experts listen to your local health care professionals they are giving the same recommendation.

We will never be able to open the economy fully and return to some normalcy if we cannot control the Coronavirus. Leaders and elected officials at the state, county and city level need to speak out in support of wearing a mask in public.

I am worried for the generation of kids growing up with my four grandkids. I want to be able to tell them we did all we could do to support their generation and their futures—to return to school, normalcy, and support the economy they will inherit.

Please consider any action you can take as the Hobbs City Commission and as individuals to encourage and support the use of face covering in public.

Charles Whitley

***Public Comment #3***



**PROCLAMATIONS**

**AND**

**AWARDS OF MERIT**

## **July Milestones 2020**

### **5 years**

Latrisca Brown	Municipal Court	7/27/2015
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### **15 years**

Dana Ankerholz	HFD	7/05/2005
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Julie Nymeyer	Engineering	7/05/2005
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Shawn Hardison	HPD	7/11/2005
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# **CONSENT AGENDA**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 7-20-20

SUBJECT: A Resolution Authorizing the Mayor to Make an Appointment to the Community Affairs Board

DEPT. OF ORIGIN: Mayor's Office  
DATE SUBMITTED: 7-7-20  
SUBMITTED BY: Ann Betzen

Summary:

The Mayor would like to appoint Robert Sims Jr. to the Community Affairs Board to fill the position vacated by Larron Fields. Term expires March 31, 2022.

Fiscal Impact:

There is no fiscal impact to the current year budget.

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

Attachments:

Resolution

Legal Review:

Approved As To Form:   
City Attorney

Recommendation:

Motion to approve 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. 6948

A RESOLUTION AUTHORIZING THE MAYOR  
TO MAKE AN APPOINTMENT TO  
THE COMMUNITY AFFAIRS BOARD

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor is authorized and directed to appoint Robert Sims Jr. to the Community Affairs Board to fill the position vacated by Larron Fields, term will expire March 31, 2022.

PASSED, ADOPTED AND APPROVED this 20<sup>th</sup> day of July, 2020.

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

ATTEST:

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



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 20, 2020

SUBJECT: A Resolution Authorizing the Mayor to Execute an Agreement with the Southeastern New Mexico Development District/Council of Governments for FY 20-21

DEPT. OF ORIGIN: Legal Department  
DATE SUBMITTED: July 06, 2020  
SUBMITTED BY: Efren 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 2020-21. 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 2020-21 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 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. 6949

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH  
THE SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT  
COUNCIL OF GOVERNMENTS

WHEREAS, the City of Hobbs hereinafter referred to as the "Municipality," is a member of and desires the services of the Southeastern New Mexico Economic Development District/COG; 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/COG is required; and

WHEREAS, it is the desire of the Municipality to continue as an active member of the Southeastern New Mexico Economic Development District/COG.

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

1. The Agreement attached to the Resolution expressed the desires and intent of the Municipality.
2. The Agreement attached is hereby ratified and approved and the proper official(s) of the Municipality 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/COG; and shall be made a part of the budget documentation of the Municipality.

PASSED, ADOPTED AND APPROVED this 20<sup>th</sup> day of July, 2020.

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SAM D. COBB, Mayor

ATTEST:

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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 \_\_\_\_\_ day of \_\_\_\_\_, 2020, at

ATTEST:

\_\_\_\_\_  
Clerk

ATTEST:

  
\_\_\_\_\_  
Dora Batista, Secretary

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

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

SOUTHEASTERN NEW MEXICO  
ECONOMIC DEVELOPMENT DISTRICT/COG

  
\_\_\_\_\_  
James Williams, President

SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT/COG

DUES STRUCTURE

MEMBER	<u>2019-2020</u> <u>CURRENT</u>	<u>2020-2021</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	\$10,870
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
TOTALS:	\$102,790	\$100,072

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

**FY 2020-2021 ANNUAL WORK PLAN**

**State of New Mexico  
Grant-In-Aid Program**

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, 2020 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, 2020.
- 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 or information component to benefit local elected officials such as speakers from relevant agencies.

- Task 1.5 Attend regularly scheduled meetings of member governments; special purpose meetings; provide technical assistance, conduct public hearings and assist in whatever capacity we are able.
- Task 1.6 Attend regularly scheduled Board Meetings, conferences, or webinars sponsored by the Southwest Regional Executive Directors Association and the National Association of Development Organizations (NADO), and New Mexico Association of Regional Councils.

*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).
- 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 Assist local governments with the seeking of funds for updating 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 encourage local government members to attend, 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 in each county and allowing municipalities and counties the opportunity to present potential projects to their legislators

- 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 opportunities and information 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 and funding sources.

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 (SERTPO) and encourage their input in regional transportation planning.

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



Task 6.6 Organize, schedule and host, as necessary, SERTPO 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 1, 2020

Sam Cobb, Mayor  
City of Hobbs  
200 E. Broadway  
Hobbs, NM 88240-8425

DESCRIPTION

AMOUNT

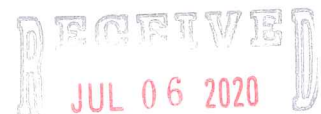
FY 2020-2021 MEMBER GOVERNMENT CONTRIBUTION

\$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 20, 2020

**SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE NON-METRO AREA AGENCY ON AGING TO RECEIVE GRANT FUNDS FOR MEAL SERVICE AT THE HOBBS SENIOR CENTER**

DEPT. OF ORIGIN: Recreation Department/Senior Center  
DATE SUBMITTED: July 14, 2020  
SUBMITTED BY: Doug McDaniel, Recreation Director  
Angela Courter, Senior Affairs Coordinator

**Summary:**

The City of Hobbs Senior Center has submitted an Area Plan to the Non-Metro Area Agency on Aging. The Non-Metro Area Agency on Aging has awarded the City of Hobbs Senior Center up to \$106,427.34. This resolution authorizes the City Manager to execute a contract with the Non-Metro Area Agency on Aging to receive funds to provide meal services at the Hobbs Senior Center.

**Fiscal Impact:**


Reviewed By:   
Finance Director

There is a potential to receive up to \$106,427.34 in grant funds from this contract. The City of Hobbs also provides funding for Meal Service at the Senior Center. Grant Funds provide \$2.31 per meal. The City of Hobbs provides \$1.66 per meal subsidy.

**Attachments:**

Resolution, Contract with Non-Metro Area Agency on Aging, Assurances, Certification for Contracts, Certification Regarding Lobbying, Commitment of Local Funds

**Legal Review:**

Approved As To Form:   
City Attorney

**Recommendation:**

Staff recommends that the City Commission consider approving a Resolution to receive grant funds for meal service at the Senior Center.

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. 6950

**A RESOLUTION AUTHORIZING THE CITY OF HOBBS TO ENTER INTO A CONTRACT WITH THE NEW MEXICO NON- METRO AREA AGENCY ON AGING**

WHEREAS, the City of Hobbs City Commission has determined that there is a need to provide services for senior citizens; and

WHEREAS, the City of Hobbs Senior Center has submitted an Area Plan to the Non-Metro Area Agency on Aging; and

WHEREAS, the Non-Metro Area Agency on Aging has an estimated award to the City of Hobbs Senior Center up to \$106,427.34 to provide meal services for our senior citizens;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is, authorized and directed to execute this Resolution and any contract to provide a commitment of local funding to the senior citizens program as a result of receiving a grant from the New Mexico Non-Metro Area Agency on Aging.

PASSED, ADOPTED AND APPROVED this 20th day of July, 2020.

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

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, CITY CLERK



**North Central New Mexico**  
**Economic Development District**  
**Non Metro Area Agency on Aging**  
 3900 Paseo Del Sol Santa Fe, New Mexico 87507  
 505.395.2668 Toll Free 866.699.4627 [www.ncnmedd.com](http://www.ncnmedd.com)



Date: June 16, 2020 Email Correspondence

To: Non-Metro Area Agency on Aging Subrecipient Contractors

From: Marcia A. Medina, Community Services Director  
 Monica Abeita, NCNMEDD Executive Director

Re: City of Hobbs FY21 Contract Award

North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA) is awarding federal and state funds for senior services for the program period of July 1, 2020 to June 30, 2021 (FY21). We are fortunate to have received a slight increase in Title III federal and state funds. Those amounts are included in your award.

**Detailed guidance for Title III is in the attached MEMORANDUM 2021-01.**

Title III B	Title III C 1	Title III C 2	Title D	Title E	State HB
-0-	\$25,044.00	\$9,097.00	-0-	-0-	\$72,286.34

**FY21 Budget Workbooks are DUE ON or BEFORE: JUNE 23, 2020.**

The award period is July 1, 2020 to June 30, 2021. Upon receipt the completed budget workbooks, contracts will be issued. All funding associated with each respective contract will be retroactive to July 1, 2020.

**Please submit your budget workbook to**  
**Deidre Sandoval [dsandoval@ncnmedd.com](mailto:dsandoval@ncnmedd.com) 505-356-9402**  
**and Marcia Medina [marciam@ncnmedd.com](mailto:marciam@ncnmedd.com) 505-356-9379**

# **Assurances**

## **Listing of Area Plan Assurances and Required Activities Older Americans Act, As Amended**

### **GENERAL ASSURANCES**

The area agency on aging, and its contractors, will comply with the Older Americans Act of 1965, as amended, and its implementing regulations. The area agency on aging, and its contractors, will comply with the US Department of Health and Human Services Grants Administration Regulations.

The area agency on aging, and its contractors, in accordance with Title VI of the Civil Rights Act of 1965, will not discriminate against individuals because of age, race, color, creed, ethnic origin, gender or sexual preference in administering programs or providing services.

The area agency on aging, and its contractors will, in compliance with Section 504 of the rehabilitation Act of 1973, as amended, ensure that facilities and services are made accessible to individuals with disabilities.

The area agency on aging, and its contractors, will comply with all applicable state and local laws, rules and regulations. The area agency on aging, and its contractors, will comply with all policies and guidelines issued by the NM Aging & Long-Term Services Department and the Governor of New Mexico.

The area agency on aging will assure that the personal information of individuals served will be maintained in a confidential manner, its access restricted to authorized individuals only. The area agency may not require any provider of legal assistance to reveal information that is protected by attorney-client privilege. The area agency on aging, and its contractors, will maintain current affirmative action plans. In implementing personnel hiring procedures, older individuals will be given preference and elders will be actively recruited for all available positions.

The area agency on aging will assure that voluntary contributions from individuals served will be accepted and that procedures for documenting and safeguarding the collection and handling of such contributions have been established and are maintained. Contributions are not a requirement for participation in programs or receipt of services.

The area agency on aging will assure that amounts received under each part of the Older Americans Act will be expended in accordance with such part. The area agency on aging will assure that funds received under Title-III will be used only to pay costs incurred by the area agency to implement Title-III.

The area agency on aging will assure that it will list its telephone number in each telephone directory that is published by the provider of local telephone service for residents in any geographic area that lies in whole or in part in the planning and service area(s) administered by the area agency.

The area agency on aging will assure that its nutrition contractors offer meals, on the same basis as meals provided to elders, to individuals providing volunteer services during meal hours and to individuals with disabilities who reside with and accompany older individuals who are eligible for meals.



The area agency on aging will assure that its nutrition services contractors will reasonably accommodate special dietary needs, where feasible and appropriate, including those arising from health requirements, religious requirements, or ethnic backgrounds of eligible individuals.

The area agency on aging will assure that contractors providing services will promote the following rights of each older individual who receives such services:

- the right to be fully informed about each service provided and about any change in service that may affect his/her well-being;
- the right to participate in planning or providing input regarding services provided;
- the right to voice a grievance with respect to any service that is, or fails to be, provided, without discrimination or reprisal as a result of voicing such grievance;
- the right to confidentiality of records relating to services provided.

## **ORGANIZATION**

The area agency will, through a comprehensive and coordinated system, provide for supportive services, nutrition services and the establishment, construction and maintenance of senior centers within the planning & service area(s) administered by the area agency. The area agency will determine the extent of need for supportive services, nutrition services and senior centers within the planning & service area(s).

The area agency will assure that planning efforts and service delivery will address the needs of older individuals with greatest economic need and with greatest social need, with particular attention to low-income minority individuals, individuals with limited English proficiency, older individuals residing in rural areas, Native American Indian elders and individuals at risk of institutional placement.

The area agency will evaluate the effectiveness of the use of resources in meeting needs, including the efforts of voluntary organizations in the community, and will enter into agreements with providers of supportive services, nutrition services, and senior center services to meet identified needs.

The area agency will serve as an advocate and focal point for older individuals within the planning and service area(s), in cooperation with other agencies, organizations and individuals, by monitoring, evaluating and commenting upon policies, programs and actions which affect older individuals.

The area agency will facilitate area-wide development and implementation of a comprehensive, coordinated system for providing long-term care in home and community-based settings, in a manner responsive to the needs and preferences of older individuals and their family caregivers, consistent with self-directed care, by:

- Collaborating, coordinating and consulting with local public and private agencies and organizations responsible for administering programs, benefits and services related to providing long-term care.
- Conducting analyses and making recommendations regarding strategies for modifying the local system(s) of care to be responsive to local needs and preferences, facilitating service provision and targeting services to older individuals at risk of institutional placement to enable them to remain in their own homes and communities.
- Implementing, through the area agency or its contract providers, evidence-based programs to assist older individuals and family caregivers in learning about and making behavioral changes intended to reduce the risk of injury, disease and/or disability.
- Providing for the availability and distribution of information about the need to plan for long-term care, resources available (both public and private), and options for long-term care.

The area agency will make use of trained volunteers in providing direct services to older individuals and individuals with disabilities and will work in coordination with organizations that have experience in providing training, placement and stipends for volunteers/participants (such as organizations sanctioned by the Corporation for National and Community Service).

The area agency will establish effective and efficient procedures for coordination with other Older Americans Act-funded entities conducting programs within the planning and service area(s) administered by the area agency, with entities conducting other federal programs for older individuals and with the state-designated mental health authority.

The area agency will work in coordination with the NM Behavioral Health Collaborative to increase awareness of mental health disorders, remove barriers to mental health diagnosis and treatment and coordinate mental health services provided in the community.

The area agency will coordinate activities and develop long-range emergency preparedness plans in collaboration with local and state governments and other entities that have responsibility for disaster relief service delivery.

The area agency will establish an advisory body consisting of older individuals (including minority individuals and individuals residing in rural areas) who are participants, or eligible to participate in, area agency or contract provider programs; family caregivers of such individuals; service providers; members of the business community; local elected officials; providers of veterans' health care (if applicable); and the general public. The advisory body will provide advice to the area agency on all matters related to the development of the area plan, administration of the plan and programs and operations conducted.

The area agency will make recommendations to government officials in the planning and service area(s) administered, and collaborate with such officials to build capacity in order to meet the following needs of older individuals, including, but not limited to:

- health & human services;
- transportation;
- housing;
- land use;
- workforce & economic development;
- civic engagement;
- education;
- recreation;
- public safety;
- emergency preparedness.

The area agency will demonstrate the ability to develop an area plan and to administer, directly or through contractual or other arrangements, programs and services within the planning and service area(s) in accordance with the plan.

The area agency will assure that no officer, employee, or other representative of the area agency is subject to a conflict of interest prohibited under the Older Americans Act; and that mechanisms are in place to identify and remove conflicts of interest should they so occur.

## **AREA PLANS**

The area agency on aging will assure that it will develop and submit to the Aging & Long-Term Services Department for approval, in accordance with a uniform format developed by the Department, an area plan meeting the requirements of the Older Americans Act.



The area agency on aging agency will assure that an adequate proportion of the amount allotted under Title-IIIB to the planning and service area(s), as required under the Older Americans Act, will be expended for the delivery of services in each of the following categories:

- services associated with access to services (transportation, health & mental health services, outreach, information and assistance, benefits counseling and case management);
- in-home services, including supportive services for families of older individuals with Alzheimer's disease, related disorders, and/or neurological/organic brain dysfunction; and
- legal assistance.

The area agency on aging agency will assure that it will report annually to the Aging & Long-Term Services Department the amount of funds expended for each such category during the fiscal year most recently concluded.

The area agency on aging agency will assure that it will set specific objectives for providing services to older individuals with greatest economic need and older individuals with greatest social need, including specific objectives for providing services to low-income minority individuals, individuals with limited English proficiency, older individuals residing in rural areas, and individuals at risk of institutional placement; and will include proposed methods of achieving these objectives in the area plan.

The area agency on aging agency will assure that it will coordinate planning, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with severe disabilities and individuals at risk of institutional placement, with organizations that develop or provide services for individuals with disabilities.

The area agency on aging agency will assure that it will maintain the integrity and public purpose of services provided and service providers, in all contractual and commercial relationships.

The area agency on aging agency will assure that it will include in each agreement made with a provider of any service under this title, a requirement that such provider will:

- specify how the provider intends to satisfy the service needs of low-income minority individuals, individuals with limited English proficiency and older individuals residing in rural areas, in the area served by the provider;
- to the maximum extent feasible, provide services to low-income minority individuals, individuals with limited English proficiency and older individuals residing in rural areas in accordance with their need for such services; and
- meet specific objectives established by the area agency on aging, for providing services to low-income minority individuals, individuals with limited English proficiency and older individuals residing in rural areas within the planning and service area(s).

The area agency on aging will:

- identify the number of low-income minority older individuals and older individuals residing in rural areas in the planning and service area(s);
- describe the methods used to satisfy the service needs of such older individuals; and
- provide information on the extent to which the area agency on aging met the objectives it established for providing services to low-income minority individuals and older individuals residing in rural areas within the planning and service area(s).

The area agency on aging agency will assure that it will use outreach efforts to identify individuals eligible for assistance under this Act, with special emphasis on:

- older individuals residing in rural areas;
- older individuals with greatest economic need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
- older individuals with greatest social need (with particular attention to low-income minority individuals and older individuals residing in rural areas);
- older individuals with severe disabilities;
- older individuals with limited English proficiency;
- older individuals with Alzheimer's disease, related disorders, and/or neurological/organic brain dysfunction (and the caregivers of such individuals); and
- older individuals at risk for institutional placement;

and inform the older individuals referred to in the preceding bullets, and the caregivers of such individuals, of the availability of such assistance.

The area agency on aging will assure that it will provide information concerning services to Native American Indian elders, including:

- Where there is a significant population of Native American Indian elders in the planning and service area, assure that the area agency on aging will pursue activities, including outreach, to increase access for those Native American Indian elders to programs and benefits provided under Title-III.
- Assure that the area agency on aging will, to the maximum extent practicable, coordinate the services the agency provides under Title-III with services provided under Title-VI.
- Assure that the area agency on aging will make services available to Native American Indian elders to the same extent as such services are available to other older individuals within the planning and service area(s).

The area agency on aging agency will assure that it will disclose to the Assistant Secretary of the federal Administration on Aging and to the NM Aging & Long-Term Services Department:

- the identity of each non-governmental entity with which such area agency has a contract or commercial relationship relating to providing any service to older individuals; and
- the nature of such contract or such relationship.

The area agency on aging will assure that a loss or diminution in the quantity or quality of services provided, or to be provided, has not resulted, and will not result, from such non-governmental contract(s) or such commercial relationship(s). The area agency on aging will assure that the quantity or quality of services to be provided will be enhanced as a result of such non-governmental contracts or commercial relationships. The area agency will assure that will it conduct periodic evaluations of contract providers, including evaluations of the effectiveness of services provided to individuals.

The area agency on aging agency will assure that it will, at the request of the Assistant Secretary of the federal Administration on Aging or the NM Aging & Long-Term Services Department, for the purpose of monitoring compliance (including conducting an audit), disclose all sources and expenditures of funds such area agency receives or expends to provide services to older individuals.



**Certification Regarding Debarment, Suspension,  
and Other Responsibility Matters**

Certification for Contracts, Grants, Loans,  
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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City of Hobbs Senior Center	New Mexico
Organization	State

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Authorized Signature	Title	Date
Manuel R. Gomez	Acting City Manager	

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Printed Name of Authorized Signatory

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief that:

- 1) No Federal appropriated funds have been aid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Hobbs Senior Center

New Mexico

Organization

State

Acting City Manager

Authorized Signature

Title

Date

Manuel R. Gomez



## Commitment of Local Funds

My name is Manuel R. Gomez and I have the authority to represent the City/County Of Hobbs as it relates to the contents of this document.

For Fiscal Year 2020/2021 we are committed to contribute a total of \$76,260.00 to the City of Hobbs Senior Citizens Program.

This contribution is non-in kind resources.

If for any reason this commitment is not able to be met the City/County of Hobbs will submit a letter of justification.

\_\_\_\_\_/Acting City Manager

Manuel R. Gomez \_\_\_\_\_  
Signature/Title Date

Local government or municipality willing to serve as fiscal agent for capital outlay projects.

### Program/Vendor Information (To be completed by Program)

Identify Local Funds by Individual Service(s) Purchased

Service(s)	Amount of Local Funds
Congregate	\$22,260.00
Home Delivered	\$54,000.00

**North Central New Mexico Economic Development District  
Non-Metro Area Agency on Aging**

**TITLE III FEDERAL AND STATE SUB-AWARD**

City of Hobbs, hereinafter referred to as Subrecipient Contractor and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as “Agency”, enter this Agreement effective July 1, 2020 in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency’s Senior Citizens Services program.

The Agency’s Senior Citizens Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, the State of New Mexico Aging and Long-Term Services Department and the Agency.

**1. SCOPE OF SERVICES.**

A. Services. The Subrecipient Contractor Subrecipient Contractor agrees to provide service(s) to eligible clients as identified in accordance with the Subrecipient Contractor Cost Reimbursement application or Service Delivery Plan, all required assurances, licenses and certifications, as applicable.

B. Targeting:

Target populations include persons age 60 or older and their spouses of any age, younger disabled persons who reside with persons age 60 or older, caregivers of any age who care for persons age 60 or older, caregivers age 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural areas, individuals with limited English proficiency, and individuals with Alzheimer’s disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

Target populations may include persons age 50 through 59 for services provided with only state funding. Target populations for each service may vary according to the service provided.

C. Payment for Services.

For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed **\$106,427.34** Said aggregate amount is to be derived from the following sources, when performance levels/units are met.

1. \$ -0- from Title III-B of the OAA;
2. \$ 25,044.00 from Title III-C1 of the OAA;
3. \$ 9,097.00 from Title III-C2 of the OAA;
4. \$ -0- from Title III-D of the OAA;
5. \$ -0- from Title III-E of the OAA; and
6. \$ 72,286.34 from the NMGAA-State/HB-2

Service	Units of Service	Persons Served
Congregate Meals	21,000	400
Home Delivered Meals	25000	185
Transportation		
Assisted Transportation		
Case Management		
Adult Day Care		
Chore Services		
Homemaker/Housekeeping		
Physical Fitness/ Exercise/Health Screening		
EB-Health Education Training		
NFCSP – Family Caregivers: Elderly		
CG – Respite Care In-Home		
CG – Respite Elder Respite - Adult Day Care		
CG – Respite Elder Care - Vouchers		
CG - Elder Respite Care -Counseling		
CG - Respite - Information Services		
CG - Respite - Supplemental Services		
NFCSP – Family Caregivers: Grandchildren		
GRGC Respite Vouchers		
GRGC Respite In-Home		
GP Counseling		

**Attachment: FY21 Units of Service -Crosswalk - Definitions**



D. Payment for services shall be consistent with all applicable federal and state laws and regulations.

E. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Subrecipient Contractors own risk, and the Agency shall not be liable for such expenditures.

F. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.

G. The total payments for services rendered by the Agency under the terms and conditions of this Agreement shall not exceed those listed in this Agreement.

H. Payments to the Subrecipient Contractor will be made electronically through the Automated Clearing House (ACH) Network.

## **2. TERMS OF AGREEMENT.**

In addition to the other provisions contained in this Agreement, the parties agree to the following:

- A. The Subrecipient Contractor agrees to:
1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
  2. Target services to older individuals with greatest economic and social need, including low-income minorities and older individuals residing in rural areas, as applicable.
  3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the fifth (5<sup>th</sup>) day of each month following the last day of the month in which services were provided. If the fifth (5<sup>th</sup>) day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the next business day.
  4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
  5. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Subrecipient

Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.

6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA. An automatic charge of 1/12 of budgeted local income will be applied monthly. The Letter of Commitment of local funds shall be submitted with the signed contract.
7. Maintain communication and correspondence concerning clients' status with the Agency.
8. At a minimum, attend two (2) training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
9. Submit timely and accurate information necessary for reimbursement.
  - a. All SAMS data, including COVID-19 data should be verified and reconciled by the Subrecipient Contractor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 10th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor.
  - b. Quarterly financial reports with year-to-date to include approved budget, year-to-date expenses and year-to-date revenue, to be submitted by the 15<sup>th</sup> working day of the month following the end of the quarter.
10. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
11. Employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward or payment.
12. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Subrecipient Contractors must ensure that the farm food products meet the state NMED requirements.

B. Through of the Senior Citizens Service Sub-Award, the Agency agrees to abide by the Major Disaster Declaration (MDD) provisions in accordance to guidance set forth by the Administration for Community Living (ACL) and the Aging and Long-Term Services Department.

1. (MDD) (<https://www.fema.gov/disaster/4529>) allows flexibility for use of the Federal funds by Subrecipient Contractors.
2. The MDD allows for maximum flexibility and does not need a separate application, transfer request, or request for a waiver --to use existing Title B, C-1, C-2, D and E for disaster relief. This means Subrecipient Contractors may use these Title and State funds **for any disaster relief activities** for older individuals or family caregivers served under the OAA.

3. The flexibility applies to federal and state funding Subrecipient Contractors have through FY 2020-2021 contracts. For the program period starting July 1, 2020 **all expenditures should be based upon Subrecipient Contractor actual expenditures and should not be tied to a unit or unit cost.**
4. Meals funded following a declaration of a major disaster are not required to meet the DGAs and the DRIs, *but* ACL recommends the use of these standards to help older adults maintain their health and manage their chronic conditions and to provide quality service.
5. When meals that do not meet the DRIs/DRAs are unavailable, Subrecipient Contractors should try to provide meals that meet, at a minimum, no less than 1/3 of the recommended daily caloric intake for an older individual.

C. The Agency further abides to:

1. Review client intake and assessment forms completed by the Subrecipient Contractor, as applicable, to determine client eligibility. Client intake and assessment forms will be housed at the NCNMEDD Non-Metro Area Agency on Aging (as applicable).
2. Maintain communication and correspondence concerning clients' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all clients.
6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA if funding is available.
7. Will submit contingency plan to address unforeseen circumstances when service delivery is threatened.
8. Allow re-negotiation of cost of services based on contingency plan, i.e. loss of local dollars as described in the MDD provisions
9. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.
10. Will inform NCNMEDD Non-Metro AAA of any substantial changes in organization and/or services.

3. **ASSURANCES.**

A. *Americans with Disabilities Act of 1990 –*

The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

- B. *Section 504 of the Rehabilitation Act of 1973 –*  
The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.
- C. *Age Discrimination in Employment Act of 1967 –*  
The Subrecipient Contractor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).
- D. *Drug Free Workplace*  
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment*  
The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.
- F. *Independent Audit*  
The Subrecipient Contractor will provide a financial and compliance audit report (s) to the Agency covering the period of July 1, 2019 through June 30, 2020. The audit report(s) provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with Generally Accepted Auditing Standards and shall encompass the following applicable provisions:
1. The Subrecipient Contractor, expending equal to \$750,000 but less than or equal to \$25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised Omni Circular 200.518(b)(1), supersedes and streamlines eight different grant circulars into one set. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report; OR
  2. Companies not subject to A-133 requirements may provide Agency with an un-audited Report Package no less than quarterly. This audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which

facilitates a reconciliation of audited costs to the final report. In addition, the Subrecipient Contractor will provide the Agency with a copy of annual audited financial statements; OR,

3. Governmental-type Subrecipient Contractors expending less than \$500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
4. Non-governmental Subrecipient Contractors expending between \$25,000 in federal and state funds combined and less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.
5. For those Subrecipient Contractors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Agency, such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided, and final number of individuals served.
6. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
7. The Subrecipient Contractor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

G. *Equal Opportunity Compliance.*

The Subrecipient Contractor agrees to abide by all federal and state laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Subrecipient Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin,

ancestry, sex, age, physical or mental handicap, or serious medical condition, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Subrecipient Contractor is found not to be in compliance with these requirements during the life of this Agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.

H. *Compliance with Aging and Long-Term Services Department Functions.*

The Subrecipient Contractor shall perform in accordance with the OAA and directives of the U.S. Administration on Aging: rules, regulations, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature, the approved Area Plan, the approved Service Plan, and the terms and conditions of this Agreement.

I. *Non-Discrimination Service Delivery.*

The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

**4. TERM.**

This Agreement **shall begin on July 1, 2020 and terminate on June 30, 2021**, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed two (2) years, except as set forth in NMSA 1978, § 13-1-150.

**5. TERMINATION.**

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Subrecipient Contractor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by

the Subrecipient Contractor's default or breach of this Agreement. This Agreement may also be terminated by the Subrecipient Contractor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Subrecipient Contractor, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

## **6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR.**

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:

1. The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state or local laws, rules or regulations.
2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient

Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise in the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds paid to the Subrecipient Contractor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation paid to Subrecipient Contractor.
3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

#### **7. APPROPRIATIONS.**

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

#### **8. STATUS OF SUBRECIPIENT CONTRACTOR.**

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.



**9. ASSIGNMENT.**

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

**10. SUBCONTRACTING.**

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

**11. RELEASE.**

The Subrecipient Contractor acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees from all liabilities, claims and obligations, whatsoever, arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

**12. CONFIDENTIALITY.**

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

**13. PRODUCT OF SERVICE – COPYRIGHT.**

All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

**14. CONFLICT OF INTEREST.**

The Subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Subrecipient Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

**15. AMENDMENT.**

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

**16. MERGER.**

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

**17. PENALTIES.**

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**18. APPLICABLE LAW.**

The laws of the State of New Mexico shall govern this Agreement.

**19. WORKERS COMPENSATION.**

The Subrecipient Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Subrecipient Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

**20. RECORDS AND FINANCIAL AUDIT.**

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

**21. INDEMNIFICATION.**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

**22. INTERNAL DISPUTE MEDIATION.**

The Subrecipient Contractor shall attempt to resolve all disputes with participants by negotiation good faith and with such mediators as may be acceptable to the parties involved. The Subrecipient Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Subrecipient Contractor must provide all participants with notice, at the commencement of the contract year that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Subrecipient Contractor hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Subrecipient Contractor and the Subrecipient Contractor hereby agrees to be bound by said resolution.
5. Failure of the Subrecipient Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

**23. PARTICIPANT GRIEVANCE.**

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

**24. KEY PERSONNEL.**

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager

The Subrecipient Contractor will maintain full-time Key Personnel throughout the term of this agreement.

**25. INVALID TERM OR CONDITION.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**26. ENFORCEMENT OF AGREEMENT.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**27. NOTICES.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

**AGENCY:**  
NCNMEDD  
Attn: Marcia A. Medina  
3900 Paseo Del Sol  
Santa Fe, NM 87507

**SUBRECIPIENT CONTRACTOR:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**28. INSURANCE.**

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried, before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

**29. AUTHORITY.**

The individual(s) signing this Agreement on behalf of Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

**30. SIGNATURES.**

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2020.

\_\_\_\_\_  
*Legal Name of Subrecipient Contractor*

NCNMEDD Non-Metro Area Agency on Aging  
*Name of Area Agency on Aging*

\_\_\_\_\_  
*Signature*

Monica Abeita  
*Signature*

\_\_\_\_\_  
*Printed/Typed Name of Signatory*

Monica Abeita, Executive Director  
*Printed/Typed Name of Signatory*

\_\_\_\_\_  
*Date*

06/29/2020  
*Date*









CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 20, 2020

SUBJECT: Resolution to Remove Uncollectable Utility Accounts

DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: July 14, 2020
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

Accounts receivable for the period of July 2015 through June 2016 resulting from water, sewer and garbage services totaling \$201,106.51 are deemed uncollectable based on efforts made to collect on the account and locate the debtor. In accordance with 3-37-7, NMSA 1978 account with balances resulting from activity four years or older are to be removed from the list of accounts receivable to the City of Hobbs.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

There would be no fiscal impact on a cash basis of accounting.

Attachments:

List what will be attached.

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Approve the resolution to remove the uncollectable accounts from the list of accounts receivable.

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. 6951

A RESOLUTION AUTHORIZING THE REMOVAL OF ACCOUNTS RECEIVABLE  
FOR WATER, GARBAGE AND SEWER SERVICES THAT HAVE BEEN  
DETERMINED TO BE UNCOLLECTABLE FOR THE PERIOD OF  
JULY 2015 THROUGH JUNE 2016

WHEREAS, the City of Hobbs Water Department has determined that certain accounts have been deemed uncollectable based on efforts to collect on accounts and to locate the debtor; and

WHEREAS, according to 3-37-7, NMSA 1978 that accounts with balances resulting from activity that is four years old or older be removed from the list of accounts receivable; and

WHEREAS, for the period of July 2015 through June 2016 the amount of uncollectable accounts total \$201,106.51;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor is hereby authorized and directed to approve the removal of uncollectable accounts for water, garbage and sewer in the amount of \$201,106.51.

PASSED, ADOPTED AND APPROVED this 20<sup>th</sup> day of July, 2020.

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

ATTEST:

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

# Utility Billing

## Collections GL Distribution

User: klewis  
 Printed: 07/13/2020 - 4:18PM  
 Show Detail: False  
 Batch: 62020.06.2020 - Write Offs  
 Fiscal Period: 01  
 Fiscal Year: 2021



Account		Debit Amount	Credit Amount
Section 1 10			
10 0000 12010 000000	GARBAGE RECEIVABLE	0.00	11,048.84
10 0000 23010 000000	GARBAGE DEFERRED RECEIVABLE	11,048.84	0.00
Fund 10 Total:		<u>11,048.84</u>	<u>11,048.84</u>
Section 1 65			
65 0000 12040 000000	SEWER RECEIVABLE	0.00	9,802.22
65 0000 23040 000000	SEWER DEFERRED RECEIVABLE	9,802.22	0.00
Fund 65 Total:		<u>9,802.22</u>	<u>9,802.22</u>
Section 1 66			
66 0000 12030 000000	WATER RECEIVABLE	0.00	179,255.45
66 0000 23030 000000	WATER DEFERRED RECEIVABLE	179,255.45	0.00
Fund 66 Total:		<u>179,255.45</u>	<u>179,255.45</u>
Total:		<u>200,106.51</u>	<u>200,106.51</u>



# Utility Billing

## Collections Proof List

User: klewis  
 Printed: 07/13/2020 - 4:12PM  
 Sort By: Account Number  
 Batch: 62020.06.2020 - Write Offs



Account No	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
005141-002	04-03-2257-01		-11.33	-28.38	-40.08	0.00	0.00
LEONEL LOSOYA			0.00	0.00	0.00	0.00	0.00
005349-000	01-03-1735-02		-11.16	-35.33	-63.07	0.00	0.00
REYNOLDO ORONA			0.00	0.00	0.00	0.00	0.00
006362-001	02-03-2100		-6.10	-10.87	-15.17	0.00	0.00
PATRICIA RIOS			0.00	0.00	0.00	0.00	0.00
006647-002	17-04-4035		0.00	0.00	-3.53	0.00	0.00
GLORIA ANCHONDO			0.00	0.00	0.00	0.00	0.00
007050-000	03-01-0195-02		0.00	0.00	-302.07	0.00	0.00
COPIES INC			0.00	0.00	0.00	0.00	0.00
007137-000	03-01-0700-04		-27.37	-53.48	-60.74	0.00	-15.00
KNOTTS CYCLE			0.00	0.00	0.00	0.00	0.00
007475-000	03-04-2290-01		-21.59	-31.94	-47.90	0.00	0.00
OLIVIA RAMIREZ			0.00	0.00	0.00	0.00	0.00
007531-002	03-05-2620-09		-34.09	-57.24	-47.90	0.00	0.00
VIRGINIA GARCIA			0.00	0.00	0.00	0.00	0.00
007716-001	01-02-1390		-24.75	-54.35	-59.07	0.00	0.00
GINA CALDERON			0.00	0.00	0.00	0.00	0.00
008019-002	04-05-4900		-30.67	-43.59	-71.85	0.00	0.00
WILLIAM DILLON			0.00	0.00	0.00	0.00	0.00
008140-000	04-03-1725		-17.07	-196.99	-59.87	0.00	-25.00
MONICA ANN VELASQUEZ			0.00	0.00	0.00	0.00	0.00
008236-000	04-04-2460		-11.79	0.00	-136.71	0.00	0.00
ROULY INC			0.00	0.00	0.00	0.00	0.00
008676-000	04-07-5405-03		-29,724.13	0.00	0.00	0.00	0.00
T F H LTD CO			0.00	0.00	0.00	0.00	0.00
008802-000	04-08-7015		-7.48	-21.74	-32.73	0.00	0.00
ORIN TUBBS			0.00	0.00	0.00	0.00	0.00
008841-000	04-08-7440-03		-8.12	0.00	-17.56	0.00	0.00
DENNIS MAYFIELD			0.00	0.00	0.00	0.00	0.00
009207-000	05-03-2365		-21.39	-70.33	-95.79	0.00	0.00
RISELA ORTEGA			0.00	0.00	0.00	0.00	0.00

Account No Customer Name	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
009287-001 TERRI GRAINGER	05-04-2795		-28.20 0.00	-44.36 0.00	-47.90 0.00	0.00 0.00	0.00 0.00
009510-000 BRENDA WHITE	05-05-3835		-84.94 0.00	-58.36 0.00	-51.09 0.00	0.00 0.00	0.00 0.00
009535-001 EVER URUETA	12-02-1600		0.00 0.00	0.00 0.00	-8.52 0.00	0.00 0.00	0.00 0.00
010448-000 HAROLD ADAMS	07-01-0575		0.00 0.00	0.00 0.00	-2.79 0.00	0.00 0.00	0.00 0.00
010555-001 ERICK URIAS	01-03-2145-07		-57.35 0.00	-123.86 0.00	-66.78 0.00	0.00 0.00	0.00 0.00
010902-000 SYLVIA APPLETON	07-02-2275-35		-23.22 0.00	-30.36 0.00	-81.43 0.00	0.00 0.00	-35.00 0.00
011032-002 ERIC ZEMBAS	03-02-0900		0.00 0.00	-34.83 0.00	-15.17 0.00	0.00 0.00	0.00 0.00
011454-000 EDNA BEAUCHAMP	07-04-4388-10		0.00 0.00	0.00 0.00	-13.37 0.00	0.00 0.00	0.00 0.00
011829-000 TODDE GERMANY	07-06-5706		-0.91 0.00	-13.85 0.00	-35.24 0.00	0.00 0.00	0.00 0.00
011927-000 HASKELL CONDER	07-06-6395-05		0.00 0.00	0.00 0.00	-2.95 0.00	0.00 0.00	0.00 0.00
012166-000 ELMA LOIS BRIDGES	08-02-1397-00		-198.31 0.00	-12.36 0.00	-27.94 0.00	0.00 0.00	0.00 0.00
012255-001 VANESSA CERVANTES	10-01-0130		-43.07 0.00	-155.36 0.00	-51.89 0.00	0.00 0.00	0.00 0.00
012281-000 HELEN BANKS	08-02-2240		-10.93 0.00	-13.97 0.00	-38.32 0.00	0.00 0.00	-25.00 0.00
012395-000 ARDELL ZEIGLER	08-03-2825-01		-40.18 0.00	-94.34 0.00	-80.63 0.00	0.00 0.00	-25.00 0.00
012841-000 EMORY BLAKNEY	09-02-0470-00		-160.59 0.00	-344.98 0.00	-143.67 0.00	-285.00 0.00	-40.00 0.00
013197-003 ALEX ROMAN	02-06-4781		-1.82 0.00	-2.38 0.00	-23.49 0.00	0.00 0.00	0.00 0.00
013204-000 JOSIE ROBERSON	09-03-1965		-92.86 0.00	-135.99 0.00	-71.85 0.00	0.00 0.00	-40.00 0.00
013322-002 ERFEN PENA	13-03-2100		-10.18 0.00	-13.86 0.00	-49.60 0.00	0.00 0.00	0.00 0.00
013857-002 LORENA MARTINEZ	10-03-1460		0.00 0.00	0.00 0.00	-13.25 0.00	0.00 0.00	0.00 0.00
014133-000 BERTHA PEREZ	10-05-2750		-40.26 0.00	-161.21 0.00	-88.61 0.00	0.00 0.00	-40.00 0.00

Account No Customer Name	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
014446-000 JOE MORALES	10-06-3865-00		-2.41 0.00	-16.13 0.00	-23.15 0.00	0.00 0.00	0.00 0.00
014548-001 SHERYL DAY	03-04-2235		-67.09 0.00	-85.81 0.00	-41.51 0.00	0.00 0.00	0.00 0.00
015145-002 ALICIA GALINDO	12-04-3952		-1.13 0.00	-1.49 0.00	-13.12 0.00	0.00 0.00	0.00 0.00
015550-001 JOSE RIVERA	11-03-2250		-18.37 0.00	-46.46 0.00	-63.07 0.00	0.00 0.00	0.00 0.00
015970-000 JAIME VELASQUEZ	12-03-2665		-26.51 0.00	-80.63 0.00	-59.87 0.00	0.00 0.00	0.00 0.00
016166-000 HAROLD POTTS	12-04-4120-08		-24.13 0.00	-44.20 0.00	-84.62 0.00	0.00 0.00	-25.00 0.00
016246-000 JASON MASSENGILL	12-04-4365		0.00 0.00	-32.37 0.00	-17.63 0.00	0.00 0.00	0.00 0.00
016741-000 DR R PARISH	13-01-0045-00		-44.99 0.00	-54.15 0.00	-17.56 0.00	0.00 0.00	0.00 0.00
017262-003 PATSY FLORES	11-02-1320		-38.47 0.00	-60.81 0.00	-71.85 0.00	0.00 0.00	0.00 0.00
017285-001 JENNIFER BARTLETT	11-01-0130		-9.73 0.00	-20.62 0.00	-27.07 0.00	0.00 0.00	0.00 0.00
017456-000 PRO SATELLITE	13-04-3340		-161.39 0.00	0.00 0.00	-216.96 0.00	0.00 0.00	0.00 0.00
017519-000 DORIS BUSCHMAN	13-05-4230-12		-6.83 0.00	-8.93 0.00	-23.95 0.00	0.00 0.00	0.00 0.00
017963-000 ROSA CORDOVA	14-02-1335		-28.74 0.00	-39.40 0.00	-59.07 0.00	0.00 0.00	-25.00 0.00
018217-006 TERRY DAVIS	10-03-1520		-1.60 0.00	-2.08 0.00	-5.73 0.00	0.00 0.00	0.00 0.00
018703-000 LAZARO REYES	14-04-4010-22		0.00 0.00	0.00 0.00	-0.18 0.00	0.00 0.00	0.00 0.00
018831-002 SUSANA BARRON	12-03-2000		-7.34 0.00	-29.27 0.00	-31.14 0.00	0.00 0.00	0.00 0.00
020428-002 EVA SANCHEZ	19-02-0830		-20.31 0.00	-126.86 0.00	-55.97 0.00	0.00 0.00	0.00 0.00
022292-001 GLENNITA RUSK	14-03-3145-13		-13.68 0.00	-11.36 0.00	-39.95 0.00	0.00 0.00	0.00 0.00
022942-002 CRAIG REYNOLDS	07-05-5320		-1.37 0.00	-11.31 0.00	-37.32 0.00	0.00 0.00	0.00 0.00
023131-001 EDWARD DAY	14-02-0781		-2.64 0.00	-21.85 0.00	0.00 0.00	0.00 0.00	0.00 0.00

Account No Customer Name	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
023218-002 BRADLEY GATTS	07-06-5668		0.00	0.00	-10.31	0.00	0.00
023257-000 JOHNNY EVERIDGE	14-03-3180		-3.86	-4.82	-13.58	0.00	0.00
023397-002 MELISA VILLALOBOS	12-05-5285		0.00	0.00	0.00	0.00	0.00
023432-003 NATISHA R CLAY	15-01-1100		-21.07	-28.34	-39.72	0.00	0.00
023954-001 JACKIE REYNOLDS	16-01-1595		0.00	0.00	0.00	0.00	0.00
024045-000 CECIL PATTERSON	12-01-0990-05		-32.27	-45.03	-77.44	0.00	0.00
024054-000 LEAWOOD TRAVELODGE	09-02-0420		0.00	0.00	0.00	0.00	0.00
024178-000 PAMELA HINDS	15-05-4110		-862.28	-2,029.98	-520.40	0.00	0.00
024186-000 DAVID STEELE	07-02-1313-00		0.00	0.00	0.00	0.00	0.00
024476-000 LILIANA TRUJILLO	12-05-5330-05		-8.81	-10.44	-14.37	0.00	0.00
024985-001 RAMONA MARTHA	02-01-0695		0.00	0.00	0.00	0.00	0.00
025135-002 LUIS PARRA	06-05-3553		-24.25	-64.92	-75.84	0.00	-15.00
025737-000 CHARLES BITTLE	15-06-4475		0.00	0.00	0.00	0.00	0.00
026037-001 TIFFANY SCHROCK	16-02-2515		-6.14	-72.39	-22.35	0.00	0.00
026408-003 LILLIAN MOSLEY	08-02-1960		0.00	0.00	0.00	0.00	0.00
026757-001 NANETTE HERNANDEZ	10-05-2468		-43.68	-111.92	-87.82	0.00	0.00
026999-001 NORMA MONCLOVA	04-05-3975		0.00	0.00	0.00	0.00	0.00
027056-000 PATSY STERLING	01-03-2330		-7.41	-14.81	-40.90	0.00	0.00
027414-002 VERONIKA MARTINEZ	05-04-3260-09		0.00	0.00	0.00	0.00	0.00
027425-000 DERRICK STAGGS	15-04-2560		-25.50	-25.17	-24.69	0.00	0.00
			0.00	0.00	0.00	0.00	0.00
			0.00	-3.67	-19.16	0.00	0.00
			0.00	0.00	0.00	0.00	0.00
			-27.67	-52.77	-82.22	0.00	-15.00
			0.00	0.00	0.00	0.00	0.00

Account No Customer Name	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
027532-000 FIDEL MARTINEZ	06-01-0120		-12.29 0.00	-15.67 0.00	-37.77 0.00	0.00 0.00	0.00 0.00
027653-000 GILBERTO TARANGO	06-02-1050		-22.54 0.00	-33.26 0.00	-82.37 0.00	0.00 0.00	-15.00 0.00
027812-003 MAYRA CHAFINO	04-01-0688		-1.72 0.00	-8.93 0.00	-23.95 0.00	0.00 0.00	0.00 0.00
027905-000 DEBORAH LEE	16-01-1361		-131.20 0.00	-72.39 0.00	-24.87 0.00	0.00 0.00	0.00 0.00
028100-002 MONICA DIXON	10-01-0125		-286.85 0.00	-202.35 0.00	-59.27 0.00	0.00 0.00	0.00 0.00
028287-000 NICHOLAS KERBY	06-02-0825		-21.99 0.00	-28.82 0.00	-41.16 0.00	0.00 0.00	0.00 0.00
028318-000 RUSTY PAYTON	15-04-2455		-38.25 0.00	-61.68 0.00	-62.27 0.00	0.00 0.00	-15.00 0.00
028608-001 ANGELA GRADO	14-04-3760		0.00 0.00	0.00 0.00	-7.93 0.00	0.00 0.00	0.00 0.00
028765-002 MARIO CALDERON	05-03-1895		-8.90 0.00	-35.57 0.00	-30.34 0.00	0.00 0.00	0.00 0.00
030160-001 JANNECE COLON	03-05-3005		0.00 0.00	-1.79 0.00	-18.36 0.00	0.00 0.00	0.00 0.00
030427-001 PABLO GARCIA	15-06-4680		-15.29 0.00	-18.47 0.00	-18.36 0.00	0.00 0.00	0.00 0.00
030438-001 KLEE CLARK	16-05-5845		-20.49 0.00	-26.79 0.00	-71.85 0.00	0.00 0.00	0.00 0.00
030925-000 MYRNA PEREZ	12-02-1340		-19.69 0.00	-84.40 0.00	-72.06 0.00	0.00 0.00	0.00 0.00
031156-001 ROY BURTON	14-03-2740		-26.99 0.00	-26.57 0.00	-74.64 0.00	0.00 0.00	0.00 0.00
031667-000 ANGELA IBARRA	15-02-1195		0.00 0.00	0.00 0.00	-4.71 0.00	0.00 0.00	0.00 0.00
031822-000 SHANDA WOODRUFF	07-06-6218		-7.54 0.00	-22.90 0.00	-19.56 0.00	0.00 0.00	0.00 0.00
031853-005 JESSE WASILEWSKI	14-05-4250		-8.20 0.00	-15.82 0.00	-52.69 0.00	0.00 0.00	0.00 0.00
032028-001 KERRI PUGH	11-02-0705		-10.16 0.00	-11.49 0.00	-14.37 0.00	0.00 0.00	0.00 0.00
032047-001 MARSHA HART	16-04-4190		-2.96 0.00	-9.35 0.00	-15.51 0.00	0.00 0.00	0.00 0.00
032234-001 LONDUS FRANKLIN II	07-02-2560		0.00 0.00	-2.39 0.00	-18.03 0.00	0.00 0.00	0.00 0.00

Account No Customer Name	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
032590-000 JOSHUA ORTIZ	15-02-1335		-347.26 0.00	-240.41 0.00	-78.24 0.00	0.00 0.00	0.00 0.00
032600-002 MERSADIES CRUME	12-05-5160		-9.14 0.00	-27.65 0.00	-43.83 0.00	0.00 0.00	0.00 0.00
032603-000 BETSY HIDALGO	16-06-6125		-4.00 0.00	-1.51 0.00	-7.90 0.00	0.00 0.00	0.00 0.00
032862-000 ELIZABETH HERNANDEZ	07-02-2919		0.00 0.00	-2.33 0.00	-16.76 0.00	0.00 0.00	0.00 0.00
033132-000 BRANDON HENDERSON	14-03-3260		0.00 0.00	0.00 0.00	-9.64 0.00	0.00 0.00	0.00 0.00
033186-000 CRYSTAL TEEL	01-03-2595		0.00 0.00	-42.92 0.00	0.00 0.00	0.00 0.00	0.00 0.00
033249-001 ANDRES ESPINOZA	12-05-5555		-15.18 0.00	-26.47 0.00	-34.32 0.00	0.00 0.00	0.00 0.00
033325-000 VICKI FOX	17-03-0950		0.00 0.00	-7.19 0.00	-23.95 0.00	0.00 0.00	0.00 0.00
033365-001 CHARLOTTE GILL	17-03-1228		-11.78 0.00	-15.18 0.00	-46.39 0.00	0.00 0.00	0.00 0.00
033400-001 JEREMY TAVAREZ	13-04-3035		-0.55 0.00	-0.98 0.00	-16.92 0.00	0.00 0.00	0.00 0.00
033505-001 JERMAINE GIBSON	10-05-2470		-61.50 0.00	-12.50 0.00	-35.63 0.00	0.00 0.00	0.00 0.00
033645-000 DENISE MILLER	03-02-1120		-16.56 0.00	-31.46 0.00	-47.90 0.00	0.00 0.00	0.00 0.00
033734-001 LANDON WILKE	17-03-0463		-20.70 0.00	-23.21 0.00	-42.82 0.00	0.00 0.00	0.00 0.00
034166-001 GERARDO MONTES	14-02-1450		-14.57 0.00	-27.81 0.00	-75.04 0.00	0.00 0.00	0.00 0.00
034443-001 JEFFREY MEADOR	16-01-1340		-12.79 0.00	-89.59 0.00	-35.92 0.00	0.00 0.00	0.00 0.00
034446-000 AUTOMOTIVE FLEETSERVE, LLC	17-08-0265		-20.72 0.00	-43.01 0.00	0.00 0.00	0.00 0.00	-20.00 0.00
034487-000 ANTHONY GERHARDT	07-06-5826		-9.42 0.00	-20.28 0.00	-20.30 0.00	0.00 0.00	0.00 0.00
034541-001 PAUL NIETO JR	05-04-3360		-6.75 0.00	-5.11 0.00	-13.85 0.00	0.00 0.00	0.00 0.00
034551-000 SEEMA MOOS	01-05-4105		-105.02 0.00	-44.97 0.00	-23.95 0.00	0.00 0.00	0.00 0.00
034739-000 HOWARD THOMAS	09-04-2330		-15.95 0.00	-44.33 0.00	-47.90 0.00	0.00 0.00	0.00 0.00

Account No Customer Name	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
034748-000 LUZ VALENZUELA	10-06-4215		-33.93 0.00	-102.41 0.00	-78.24 0.00	0.00 0.00	0.00 0.00
034892-002 SETH HILL	16-04-4685		-10.69 0.00	-13.70 0.00	-37.53 0.00	0.00 0.00	0.00 0.00
035356-001 CELSO RAMOS - GARZA	03-04-2145-04		-1.34 0.00	-31.90 0.00	-16.76 0.00	0.00 0.00	0.00 0.00
035981-000 SHANNELL OLIVER	15-01-1230		-26.50 0.00	-33.44 0.00	0.00 0.00	0.00 0.00	0.00 0.00
036179-000 LAURA GRANADOS	09-02-0985		-12.46 0.00	-24.14 0.00	-33.58 0.00	0.00 0.00	0.00 0.00
036206-001 PEDRO PENA	02-04-3445		0.00 0.00	0.00 0.00	-7.87 0.00	0.00 0.00	0.00 0.00
036512-001 MALLORY DELGADO	15-01-0150		-42.71 0.00	-38.41 0.00	-45.50 0.00	0.00 0.00	0.00 0.00
036627-000 ROSA RASCON	14-02-1445		-56.44 0.00	-105.18 0.00	-71.85 0.00	0.00 0.00	0.00 0.00
036653-000 ELIZABETH VARGAS	06-01-0050		-19.45 0.00	-25.60 0.00	-23.95 0.00	0.00 0.00	0.00 0.00
036733-001 MENDIE MARTINEZ	14-04-3865		-23.71 0.00	-61.63 0.00	-114.94 0.00	0.00 0.00	0.00 0.00
036840-001 JON LUC SPARENBERG	09-03-1501		-9.82 0.00	-17.01 0.00	-23.17 0.00	0.00 0.00	0.00 0.00
036990-000 YVETTE ALVARADO	15-07-0190		-3.86 0.00	-6.22 0.00	-13.58 0.00	0.00 0.00	0.00 0.00
037013-000 PYOTE WATER SOLUTIONS, LLC	07-01-0215		-142,942.75 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00
037014-001 MANDIE BENTLE	10-05-2468		0.00 0.00	-44.92 0.00	-39.81 0.00	0.00 0.00	0.00 0.00
037130-000 CHRISTOPHER SLATER	07-05-4820		-11.32 0.00	-28.78 0.00	-37.53 0.00	0.00 0.00	0.00 0.00
037247-000 RICHARD WILBUR	13-03-2195		-13.56 0.00	-12.45 0.00	-23.95 0.00	0.00 0.00	0.00 0.00
037266-000 ARTURO RODRIGUEZ	01-01-0365		-28.53 0.00	-33.96 0.00	-75.04 0.00	0.00 0.00	0.00 0.00
037373-001 RENE ORTIZ	07-04-4446		-120.63 0.00	-251.03 0.00	-82.22 0.00	0.00 0.00	0.00 0.00
037452-000 BRITTANY ULATE	07-02-1329		-3.96 0.00	-10.58 0.00	-21.31 0.00	0.00 0.00	0.00 0.00
037588-001 SHAWNA GARRETT	07-02-2512		-66.79 0.00	-31.22 0.00	-58.52 0.00	0.00 0.00	0.00 0.00

Account No Customer Name	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
037709-000	07-02-2560		-10.93	-23.96	-32.59	0.00	0.00
RICARDO CONDARCO			0.00	0.00	0.00	0.00	0.00
037904-000	07-05-4900-00		-8.46	-17.75	-29.36	0.00	0.00
CARMEN ZAPATA			0.00	0.00	0.00	0.00	0.00
037910-000	14-02-1790		-40.93	-66.23	-109.88	0.00	-50.00
CORINA RODRIGUEZ			0.00	0.00	0.00	0.00	0.00
037943-000	15-04-2240-03		-11.31	-21.47	-30.31	0.00	0.00
PATRICK BURKE			0.00	0.00	0.00	0.00	0.00
038106-000	15-07-0210		-0.68	-6.36	-26.34	0.00	0.00
DOMONIQUE BARNES			0.00	0.00	0.00	0.00	0.00
038193-001	07-02-2911		-39.37	-35.03	-72.65	0.00	0.00
MIKE ROMERO			0.00	0.00	0.00	0.00	0.00
038207-001	15-02-0870-19		-24.13	-31.11	-45.92	0.00	0.00
BRANDON HODGES			0.00	0.00	0.00	0.00	0.00
038305-000	07-06-5680		-30.28	-40.38	-75.84	0.00	0.00
COURTNEY SELLERS			0.00	0.00	0.00	0.00	0.00
038377-000	02-05-3690		-2.73	-15.46	-31.81	0.00	0.00
KRISILDA LUCIO			0.00	0.00	0.00	0.00	0.00
038411-001	03-03-1753		-14.01	-11.19	-27.14	0.00	0.00
MICHELLE GARCIA			0.00	0.00	0.00	0.00	0.00
038639-000	15-05-3625		-32.84	-63.55	-62.27	0.00	0.00
ANGELICA ALVAREZ			0.00	0.00	0.00	0.00	0.00
038748-000	09-02-0835		-11.93	-23.16	-39.12	0.00	0.00
DEANA MARTINEZ			0.00	0.00	0.00	0.00	0.00
038837-000	07-05-4850		-8.90	-25.75	-36.31	0.00	0.00
SCOTT SULLIVAN			0.00	0.00	0.00	0.00	0.00
038838-000	10-01-0120		-10.93	-28.64	-38.32	0.00	0.00
ANTHONY PROSISE			0.00	0.00	0.00	0.00	0.00
038848-000	16-01-0248		-2.28	-5.40	-8.00	0.00	0.00
JONATHAN FORSYTHE			0.00	0.00	0.00	0.00	0.00
038850-000	02-04-3260		-0.94	-9.84	-16.76	0.00	0.00
ANGELA LOPEZ			0.00	0.00	0.00	0.00	0.00
038863-001	15-01-1290		-7.74	-10.52	-31.74	0.00	0.00
HERSCHEL LAIRD			0.00	0.00	0.00	0.00	0.00
038872-002	14-03-2479		-5.69	-7.09	-19.95	0.00	0.00
CARLSON PROPERTY GROUP			0.00	0.00	0.00	0.00	0.00
038872-004	18-02-1010-02		-40.31	0.00	0.00	0.00	0.00
CARLSON PROPERTY GROUP			0.00	0.00	0.00	0.00	0.00
038872-005	14-02-1010-01		0.00	0.00	0.00	-20.00	0.00
CARLSON PROPERTY GROUP			0.00	0.00	0.00	0.00	0.00



Account No Customer Name	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
038872-007 CARLSON PROPERTY GROUP	14-03-2507		-17.72 0.00	-29.81 0.00	-34.32 0.00	0.00 0.00	0.00 0.00
038876-000 ANGEL BUSTAMANTE	15-03-1845		-7.97 0.00	-7.27 0.00	-16.69 0.00	0.00 0.00	0.00 0.00
038890-000 TAMMY TARR	14-01-0565		-10.24 0.00	-34.52 0.00	-41.48 0.00	0.00 0.00	0.00 0.00
038922-000 JULIANNA SERRANO	02-05-4415		-31.20 0.00	-43.26 0.00	-71.85 0.00	0.00 0.00	0.00 0.00
038940-000 JERIMIAH RUIZ	15-04-2410		-1.64 0.00	-18.82 0.00	-29.54 0.00	0.00 0.00	0.00 0.00
038941-000 MITCHELL GRANT	09-02-0625		-48.15 0.00	-122.49 0.00	-59.07 0.00	0.00 0.00	0.00 0.00
038950-000 SUSAN MORRO	10-05-2685		-27.58 0.00	-49.96 0.00	-32.73 0.00	0.00 0.00	0.00 0.00
038959-000 BREANNA PENDLETON	15-07-0010		-3.00 0.00	-16.14 0.00	-28.74 0.00	0.00 0.00	0.00 0.00
038979-000 SAMANTHA ARCE	10-06-4185		-43.06 0.00	-154.65 0.00	-83.02 0.00	0.00 0.00	0.00 0.00
039020-000 ARIANA FELIX	17-03-1225		-22.97 0.00	-78.41 0.00	-82.84 0.00	0.00 0.00	0.00 0.00
039100-000 RICKY CORBIN	07-02-2055		-1.34 0.00	-4.64 0.00	-7.98 0.00	0.00 0.00	0.00 0.00
039120-000 VICTOR GONZALEZ	12-01-0914		-13.33 0.00	0.00 0.00	-23.95 0.00	0.00 0.00	0.00 0.00
039154-000 DANIEL VALENZUELA	17-06-4645		-24.25 0.00	-33.38 0.00	-51.63 0.00	0.00 0.00	0.00 0.00
039191-000 CHRISTOPHER FRANCO	04-03-1960		-24.59 0.00	-36.29 0.00	-89.86 0.00	0.00 0.00	0.00 0.00
039237-000 ELISHA VIDRINE	04-02-0924		-7.51 0.00	-12.09 0.00	-16.76 0.00	0.00 0.00	0.00 0.00
039266-000 GARRY PHILLIPS	13-04-2445		-3.60 0.00	-8.33 0.00	-22.35 0.00	0.00 0.00	0.00 0.00
039292-000 GARY AUSTIN JR	13-03-2190		-26.91 0.00	-6.33 0.00	-16.76 0.00	0.00 0.00	0.00 0.00
039342-000 JOSEPH SHEA	14-03-2615-04		-18.99 0.00	-21.75 0.00	-38.44 0.00	0.00 0.00	0.00 0.00
039350-000 WILLIAM CRUCET	07-01-1025		0.00 0.00	-2.39 0.00	-8.78 0.00	0.00 0.00	0.00 0.00
039378-000 JASMINE JARREL	16-04-4335-04		-13.91 0.00	-8.61 0.00	-9.58 0.00	0.00 0.00	0.00 0.00

Account No Customer Name	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
039418-001 SAMANTHA JORDAN	16-01-0160-02		-5.20 0.00	-5.25 0.00	-4.79 0.00	0.00 0.00	0.00 0.00
039443-000 CLAUDIA JUAREZ	13-04-2645		-1.58 0.00	-6.66 0.00	-10.37 0.00	0.00 0.00	0.00 0.00
039473-000 AARON HINOJOS	07-02-2260		-8.70 0.00	-16.79 0.00	-35.12 0.00	0.00 0.00	0.00 0.00
039667-000 FRANCISCO OROZCO	12-06-5774		-26.78 0.00	-50.30 0.00	-78.24 0.00	0.00 0.00	0.00 0.00
039744-000 TARYN FRASER	12-05-5065		-4.10 0.00	-7.58 0.00	-38.32 0.00	0.00 0.00	0.00 0.00
039878-000 MATTHEW ENRIQUEZ	07-02-2555		0.00 0.00	0.00 0.00	-2.54 0.00	0.00 0.00	0.00 0.00
039960-000 JORDAN WARD	05-02-1637		-4.10 0.00	-7.58 0.00	-38.32 0.00	0.00 0.00	0.00 0.00
039978-000 VICTORIA YARBROUGH	14-03-2483		-21.88 0.00	-34.06 0.00	-14.37 0.00	0.00 0.00	0.00 0.00
039984-000 APRIL WELDY	10-05-2690		-14.51 0.00	-23.52 0.00	-53.49 0.00	0.00 0.00	0.00 0.00
040009-000 LEVELOPS ENERGY INC	04-05-4625		0.00 0.00	0.00 0.00	-11.87 0.00	0.00 0.00	0.00 0.00
040014-000 DERRICK PARKER	03-05-2825-21		-53.85 0.00	-32.81 0.00	-74.37 0.00	0.00 0.00	0.00 0.00
040029-001 MARTIN SEREM	07-02-2927		0.00 0.00	0.00 0.00	-21.58 0.00	0.00 0.00	0.00 0.00
040072-000 BYROM OLIVER	16-04-3940		-65.21 0.00	-111.33 0.00	-49.85 0.00	0.00 0.00	0.00 0.00
040237-000 JOSE MACIAS	08-03-2490-00		-6.83 0.00	-8.93 0.00	-33.08 0.00	0.00 0.00	0.00 0.00
040241-002 THOMAS HAMMOCK	12-02-1695		-20.56 0.00	-44.33 0.00	-71.85 0.00	0.00 0.00	0.00 0.00
040296-000 MUD HONEY SHOES	05-04-3335		-13.89 0.00	-20.50 0.00	-62.23 0.00	0.00 0.00	0.00 0.00
040322-000 OMERO MARTINEZ	11-01-0195-00		0.00 0.00	-10.39 0.00	-7.98 0.00	0.00 0.00	0.00 0.00
040336-000 DALE MANSFIELD	17-06-4667		-5.98 0.00	-8.43 0.00	-5.59 0.00	0.00 0.00	0.00 0.00
040456-000 ERIKA HERNANDEZ	17-03-0940		-17.65 0.00	-29.17 0.00	-35.92 0.00	0.00 0.00	0.00 0.00
040490-000 MANUEL NEVAREZ	01-02-0705		0.00 0.00	0.00 0.00	-2.45 0.00	0.00 0.00	0.00 0.00

Account No	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
040495-000	01-04-3210		-24.35	-63.48	-652.79	0.00	0.00
GATOR JS CAJUN KITCHEN			0.00	0.00	0.00	0.00	0.00
040498-000	02-02-1320		0.00	0.00	-3.82	0.00	0.00
JEFF HATCH			0.00	0.00	0.00	0.00	0.00
040536-000	16-05-5798		-1.21	-42.66	-14.37	0.00	0.00
GREGORY FAULKNER			0.00	0.00	0.00	0.00	0.00
040538-000	05-04-2755		-36.27	-88.40	-49.50	0.00	0.00
MARIO RIOS			0.00	0.00	0.00	0.00	0.00
040548-000	08-01-0005		-16.16	-23.86	-70.94	0.00	0.00
ALBERTO RAMIREZ			0.00	0.00	0.00	0.00	0.00
040663-000	16-02-3015		-18.16	-16.96	-59.40	0.00	0.00
TIFFANY HARROD			0.00	0.00	0.00	0.00	0.00
040725-000	14-03-2484		-12.56	-19.10	-18.34	0.00	0.00
BUSINESS CONSTRUCTION SERVICES			0.00	0.00	0.00	0.00	0.00
040896-000	07-02-2651		-1.80	-20.26	-27.94	0.00	0.00
SARAH OUTLAW			0.00	0.00	0.00	0.00	0.00
040914-000	13-04-2645		-7.14	-13.59	-15.17	0.00	0.00
CHRISTINE TEMPLETON			0.00	0.00	0.00	0.00	0.00
040975-000			0.00	0.00	-319.12	0.00	0.00
RADIO SHACK #9201			0.00	0.00	0.00	0.00	0.00
041017-000	05-05-4060		0.00	0.00	-9.83	0.00	0.00
RICARDO BENITEZ			0.00	0.00	0.00	0.00	0.00
041045-000	17-04-3035		0.00	0.00	-1,102.41	0.00	0.00
MATTRESS INC			0.00	0.00	0.00	0.00	0.00
041056-000	15-01-1295		0.00	0.00	-0.40	0.00	0.00
DIANNA PEREZ-CARREON			0.00	0.00	0.00	0.00	0.00
041061-000	04-08-7060		-1.60	-5.62	-29.54	0.00	0.00
ASHLYN COBARRUBIO			0.00	0.00	0.00	0.00	0.00
041070-000	07-02-2588		-5.69	-37.16	-43.90	0.00	0.00
SHYANNA BLANSON			0.00	0.00	0.00	0.00	0.00
041240-000	15-04-2931		-5.41	-3.28	-8.78	-32.53	0.00
SARAH JONES			0.00	0.00	0.00	0.00	0.00
041381-000	10-06-4225		-98.92	-152.18	-76.94	0.00	0.00
MONIQUE FRANKLIN			0.00	0.00	0.00	0.00	0.00
041400-000	36-06-6215		-35.13	-18.69	0.00	0.00	0.00
PRESTIGE DEVELOPMENT GROUP			0.00	0.00	0.00	0.00	0.00
041649-000	07-05-4950		0.00	-38.61	-23.95	0.00	0.00
TOMIOKO DUBOSE			0.00	0.00	0.00	0.00	0.00

Account No Customer Name	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
			-178,462.92	-9,802.22	-11,048.84	-337.53	-455.00
			0.00	0.00	0.00	0.00	0.00
					Batch Total:		-200,106.51



# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 20, 2020

**SUBJECT:** Resolution approving the FY2020 DFA 4<sup>th</sup> Quarter (June 2020) Financial Report  
**DEPT. OF ORIGIN:** Finance Department  
**DATE SUBMITTED:** July 10, 2020  
**SUBMITTED BY:** Deborah Corral, Assistant Finance Director

**Summary:**

The State of New Mexico requires the FY20 4<sup>th</sup> Quarter (June 2020) DFA Quarterly Financial Report be approved by the governing body. The ending cash balance for 06/30/20 will be incorporated into the Fiscal Year 2021 Final Budget.

**Fiscal Impact:**


Reviewed By:   
Finance Department

The ending cash balance represents actual revenue and expenditure activity from July 1, 2019 – June 30, 2020. Ending Cash Balance at 06/30/20 is \$147,405,611.04 for all funds (restricted and unrestricted). The City of Hobbs year-to-date actual revenues and expenditures for the period are \$133,385,932.19 and \$108,216,907.50 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. 6952

A RESOLUTION APPROVING THE FY2020  
DFA 4<sup>th</sup> QUARTER FINANCIAL REPORT

WHEREAS, the State of New Mexico requires the FY2020 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, 2020 was \$147,405,611.04 for all funds; and

WHEREAS, the City of Hobbs actual year-to-date revenue and expenditures for fiscal year 2020 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 20<sup>th</sup> day of July, 2020.

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

ATTEST:

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



51800 Golf Course Enterprise	1,000.00	0.00	718,687.04	2,533,717.40	3,252,736.47	332.03	1,000.00	0.00	1,000.00
69900 Other Internal Service	5,261,402.00	0.00	8,614,794.65	1,493,633.74	8,413,713.32	-100,000.00	6,856,117.07	0.00	6,856,117.07
79900 Other Trust & Agency	9,365,377.00	0.00	7,065,017.77	506,366.26	7,479,170.78	-340.62	9,457,249.63	0.00	9,457,249.63
<b>Totals</b>	<b>122,313,433.00</b>	<b>0.00</b>	<b>133,385,932.19</b>	<b>0.00</b>	<b>108,216,907.50</b>	<b>-76,837.85</b>	<b>147,405,619.84</b>	<b>4,726,036.50</b>	<b>142,679,583.34</b>



City of Hobbs  
Cash Balance by Fund  
06/30/2020

	Ending Cash 06/30/2019	June - July FY2020 Revenues	Actual Cash TRANSFERS	June - July FY2020 Expenditures	FY20 Balance Sheet Adjustments	Ending Cash 06/30/20
<b>GOVERNMENTAL FUNDS</b>						
11000 001 GENERAL	75,356,708.84	77,724,882.87	(4,966,082.94)	56,712,438.01	(23,442.81)	91,426,513.57
29900 002 LAND ACQUISITION	349,146.16	-	-	-	-	349,146.16
	75,705,855.00	77,724,882.87	(4,966,082.94)	56,712,438.01	(23,442.81)	91,775,659.73
<b>SPECIAL REVENUES</b>						
20100 110 LOCAL GOV CORR	701,933.24	224,508.17	-	69,658.35	-	856,783.06
21100 120 POLICE PROTECTION	68,969.14	73,200.00	-	78,283.33	-	63,885.81
29900 130 P D N (parif, drug, narcotics)	1,918.75	-	-	-	-	1,918.75
29900 140 SAFER Grant	-	-	-	-	-	-
29900 150 COPS GRANT	1,000.00	147,564.45	191,004.23	338,568.68	-	1,000.00
21700 160 HWLC	150,000.00	3,950,716.29	939,466.30	4,454,500.33	229.19	585,453.07
21900 170 OLDER AMERICAN	1,000.00	177,383.69	788,971.88	966,355.57	-	1,000.00
51800 180 GOLF	1,000.00	718,687.04	2,533,717.40	3,252,736.47	(332.03)	1,000.00
50600 190 CEMETERY	1,000.00	217,650.92	110,119.43	314,293.27	-	14,477.08
50400 200 AIRPORT	289,510.72	33,308.64	-	49,765.23	-	273,054.13
21400 230 LODGERS' TAX	2,240,394.35	1,696,776.52	(948,691.12)	1,162,321.06	-	1,826,158.69
29900 270 PUBLIC TRANSPORTATION	1,000.00	622,283.58	311,256.66	901,564.51	-	32,975.73
20900 280 FIRE PROTECTION	332,137.06	639,896.03	-	367,128.40	-	604,904.69
20600 290 EMER MEDICAL SERV	184.16	20,000.00	-	19,981.34	-	202.82
30200 370 COMM DEVE CONST	186,193.20	-	-	-	-	186,193.20
	3,976,240.62	8,521,975.33	3,925,844.78	11,975,156.54	(102.84)	4,449,007.03
<b>CAPITAL PROJECTS FUNDS</b>						
39900 460 BEAUTIFICATION IMPROVEMENT	1,538,849.89	-	-	-	-	1,538,849.89
21600 480 STREET IMPROVEMENTS	2,729,615.68	916,176.63	-	231,714.60	-	3,414,077.71
39900 490 CITY COMM. IMPROVEMENTS	3,706,847.88	3,228,042.77	(1,221,957.26)	90,590.71	-	5,622,342.68
	7,975,313.45	4,144,219.40	(1,221,957.26)	322,305.31	-	10,575,270.28
<b>DEBT SERVICE FUNDS</b>						
40400 510 UTILITY BOND	-	-	306,587.17	306,587.17	-	0.00
40400 530 2005 WASTEWATER BOND ISSUE	1,989,842.96	-	2,093,121.23	2,093,121.23	-	1,989,842.96
	1,989,842.96	-	2,399,708.40	2,399,708.40	-	1,989,842.96
<b>TOTAL GOVERNMENTAL FUNDS</b>	<b>89,647,252.03</b>	<b>90,391,077.60</b>	<b>137,512.98</b>	<b>71,409,608.26</b>	<b>(23,545.65)</b>	<b>108,789,780.00</b>
<b>ENTERPRISE FUNDS</b>						
50200 100 SOLID WASTE	2,348,193.09	7,147,336.07	-	7,010,938.13	-	2,484,591.03
39900 440 JOINT UTILITY EXTENSIONS CAPIT	257,411.91	163,762.02	262,195.42	682,369.35	-	1,000.00
50100 600 JOINT UTILITY	575,898.75	-	4,648,461.93	5,223,360.68	-	1,000.00
50100 610 JOINT UTILITY CONST	1,000.00	-	1,261,024.06	1,261,024.06	-	1,000.00
50300 620 WASTE WATER PLANT CONST	7,484,479.09	3,640,223.04	-	3,167,556.57	-	7,957,145.56
50300 630 JOINT UTILITY - WASTEWATER	1,000.00	-	3,190,594.04	3,190,594.04	-	1,000.00
50300 650 JOINT UTILITY INCOME - WASTEI	2,719,525.17	8,449,588.04	(5,283,715.27)	45,294.21	-	5,840,103.73
50100 660 JOINT UTILITY INCOME	3,622,799.92	7,491,897.26	(6,216,073.16)	-	42.88	4,898,581.14
50100 680 METER DEPOSIT RES	1,029,086.27	422,235.74	-	333,278.10	-	1,118,043.91
<b>TOTAL ENTERPRISE FUNDS</b>	<b>18,039,394.20</b>	<b>27,315,042.17</b>	<b>(2,137,512.98)</b>	<b>20,914,415.14</b>	<b>42.88</b>	<b>22,302,465.37</b>
<b>INTERNAL SERVICE FUNDS</b>						
69900 640 MEDICAL INSURANCE	4,103,595.96	7,047,312.85	(506,366.26)	6,851,051.10	-	3,793,491.45
69900 670 WORKERS COMP TRUST	1,104,078.23	644,810.24	-	606,860.26	-	1,142,028.21
69900 690 INTERNAL SUPPLY	53,727.58	257,005.82	-	266,766.53	-	43,966.87
69900 740 INSURNACE - RISK	-	665,665.74	2,000,000.00	689,035.43	100,000.00	1,876,630.31
<b>TOTAL INTERNAL SERVICE FUNDS</b>	<b>5,261,401.77</b>	<b>8,614,794.65</b>	<b>1,493,633.74</b>	<b>8,413,713.32</b>	<b>100,000.00</b>	<b>6,856,116.84</b>
<b>TRUST AND AGENCY FUNDS</b>						
79900 700 MOTOR VEHICLE	20,930.74	5,832,058.65	-	5,838,399.69	(2,921.55)	17,511.25
79900 710 MUNI JUDGE BOND FUND	105,234.84	-	-	-	(618.00)	105,852.84
79900 720 RETIREE HEALTH INSURANCE TRL	9,000,000.00	1,056,878.25	506,366.26	1,559,364.34	3,880.17	9,000,000.00
79900 730 CRIME LAB FUND	71,235.55	80,975.50	-	78,493.50	-	73,717.55
79900 750 FORECLOSURE TRUST FUND	71.88	-	-	-	-	71.88
79900 770 LIBRARY TRUST	5,809.68	1,082.43	-	872.63	-	6,019.48
79900 780 SENIOR CITIZEN TRUST	1,189.94	2,130.00	-	-	-	3,319.94
79900 790 PRAIRIE HAVEN MEM	5,757.50	69.48	-	-	-	5,826.98
79900 800 COMMUNITY PARK TRUST	1,540.03	18.58	-	-	-	1,558.61
79900 820 EVIDENCE TRUST FUND	129,953.84	90,932.62	-	-	-	220,886.46
79900 830 HOBBS BEAUTIFUL	19,733.26	238.15	-	-	-	19,971.41
79900 860 CITY AGENCY TRUST	3,918.94	634.11	-	2,040.62	-	2,512.43
<b>TOTAL TRUST AND AGENCY FUNDS</b>	<b>9,365,376.20</b>	<b>7,065,017.77</b>	<b>506,366.26</b>	<b>7,479,170.78</b>	<b>340.62</b>	<b>9,457,248.83</b>
<b>GRAND TOTAL ALL FUNDS</b>	<b>122,313,424.20</b>	<b>133,385,932.19</b>	<b>-</b>	<b>108,216,907.50</b>	<b>76,837.85</b>	<b>147,405,611.04</b>



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 20th, 2020

SUBJECT: Approving the 4th quarter fiscal year 2020 DFA Report for Lodgers' Tax.

DEPT. OF ORIGIN: Finance  
DATE SUBMITTED: July 10th, 2020  
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 2020 DFA report.

**Fiscal Impact:**

Reviewed By:   
Finance Department

The June 3th, 2020 Cash Balance for the Lodgers' Tax Fund is \$1,826,158.69

Total lodgers' tax revenue for the 4th quarter fiscal year 2020 was \$233,925.51 and total expenditures were \$710,433.26. Breakdown of the cash balances by category are as follows:

Profit, Non-profit, Public Entities (20%)	= \$302,076.26
Local Government (40%)	= \$1,047,806.67
Fire, EMS, Sanitation (15%)	= \$ 0.00
Airline Subsidy (25%)	= \$ 476,275.76

**Attachments:**

Resolution  
6-30-2020 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. 6953

A RESOLUTION APPROVING THE FY2020  
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, 2020 was \$1,826,158.69 for lodgers' tax funds; and

WHEREAS, the City of Hobbs actual quarter-to-date lodgers' tax revenue and expenditures for fiscal year 2020 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 20th day of July, 2020

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

ATTEST:

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

INSTRUCTIONS

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

REPORTING ENTITY: City of Hobbs 5 (PERCENT IMPOSED) QUARTER ENDING: 3/31/2020  
MONTH/YEAR

1. REVENUE SUMMARY:	QUARTERLY AMOUNT (THIS REPORTING PERIOD)	YEAR-TO-DATE (Y-T-D) AMOUNT (SUM OF ALL QUARTERS)	2. REVENUE ALLOCATION:	QUARTERLY AMOUNT (THIS REPORTING PERIOD)	YEAR-TO-DATE (Y-T-D) AMOUNT (SUM OF ALL QUARTERS)
LODGERS' TAX PROCEEDS	\$ <u>233,926</u>	\$ <u>1,668,567</u>	NON-PROMOTIONAL FUND	\$ <u>0</u>	\$ <u>0</u>
INVESTMENT INCOME	<u>3,521</u>	<u>28,210</u>	PROMOTIONAL FUND	\$ <u>237,446</u>	<u>1,696,777</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>237,446</u>	\$ <u>1,696,777</u>			

3. CASH BALANCES:

Carryover From Previous Fiscal Year: Non-Promotional	\$ <u>15,511</u>
Carryover From Previous Fiscal Year: Promotional	<u>2,224,883</u>
(Note: 2 years maximum carryover before money must be spent).	
NON-PROMOTIONAL FUND	\$ <u>0</u> \$ <u>0</u>
PROMOTIONAL FUND	\$ _____      \$ <u>(398,724)</u>
Grand Total (Non-Promo)	\$ _____      \$ _____
Grand Total (Promo)	\$ _____      \$ <u>1,826,159</u>

4. TRANSFERS: IN

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

TRANSFERS:OUT

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

PROMOTIONAL FUND		
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>

INTERGOVERNMENTAL TRANSFERS - (OUT)		
1. _____	\$ _____	\$ _____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
	\$ <u>0</u>	\$ <u>0</u>



**CITY OF HOBBS  
EVENT SUMMARIES  
6/30/2020**

**TOTAL  
AMOUNT**

19-7	HOBBS USSSA (PERMIAN BASIN MIDLAND)	4/16/2018	5,902.36
	NMJC - NMJCA OUTDOOR TRACK AND FIELD	10/15/2018	7,805.00
20-2	HOBBS CHAMBER OF COMMERCE - HOBBS AUGUST NITES	4/11/2019	73,816.10
20-3	HOBBS CHAMBER OF COMMERCE - HOBBS HOLIDAY TOURNEY	4/11/2019	13,685.93
20-4	HOBBS CHAMBER OF COMMERCE - FEBREWARY FESTIVAL	4/11/2019	
20-5	CINCO DE MAYO COMMITTEE	4/11/2019	
20-6	JUNETEENTH 2020	4/11/2019	4,900.00
20-7	HOBBS HISPANO CHAMBER OF COMMERCE - MARIACHI CHRISTMAS	4/11/2019	16,181.43
20-8	HOBBS HISPANO CHAMBER OF COMMERCE - SEPTIEMBRE	4/11/2019	18,804.72
20-9	HOBBS KENNEL CLUB	4/11/2019	2,149.84
20-10	SOUTHWEST SYMPHONY 2020	4/11/2019	67,406.01
20-11	UNITED WAY - 2ND ANNUAL BENEFIT CONCERT	4/11/2019	10,000.00
20-12	HOBBS USSSA	4/11/2019	36,500.00
20-13	PERMIAN BASIN USSSA	4/11/2019	141,503.72
20-14	WESTERN HERITAGE MUSEUM	4/11/2019	54,635.00
20-15	HOBBS QUARTERBACK CLUB 2020	4/11/2019	9,800.00
20-16	TUFF HEDEMAN CHAMPIONSHIP BULL RIDING 2020	4/11/2019	20,000.00
20-17	CYCLE CITY PROMOTIONS - KICKER ARENACROSS/MONSTER	4/11/2019	49,942.81
19-18	CITY OF HOBBS - FIREFIGHTER CHALLENGE	1/9/2019	28,322.48
20-18	ROCKWIND COMMUNITY LINKS - 2020	4/11/2019	62,675.91
20-19	C.O.R.E - 2020 - MARKETING	4/11/2019	72,766.13
20-20	C.O.R.E - 2020 - OPERATING	4/11/2019	500,000.00
20-21	CITY OF HOBBS - NM PARKS ASSOCIATION STATE CONF	4/11/2019	13,420.79
20-25	CITY OF HOBBS - SLAM AND JAM	10/9/2019	7,926.98
20-26	CITY OF HOBBS - HOBBS TREE LIGHTING	10/9/2019	14,645.80
20-22	LEA COUNTY EVENT CENTER - FAIR AND RODEO - 2020	4/11/2019	107,378.30
	CITY OF HOBBS POLICE, FIRE, SANITATION	4/11/2019	248,933.03
20-23	EDC - 2020 AIRLINE SUBSIDY (Marketing)	4/11/2019	521,909.76

**TOTAL**

**2,111,012.10**

6/30/20

**CITY OF HOBBS LODGERS' TAX PROGRAM  
EXPENDITURE REPORT FOR THE 4TH QUARTER OF 2019 - 2020**

		PROMO	NON PROMO	TOTAL
<b>CASH BAL.</b>	<b>6/30/19</b>	<b>2,224,882.81</b>	<b>15,511.46</b>	<b>2,240,394.27</b>
FIRST QUARTER INCOME		568,406.80		568,406.80
FIRST QUARTER INTEREST		9,219.23		9,219.23
TOTAL REVENUE		<u>577,626.03</u>	<u>0.00</u>	<u>577,626.03</u>
FIRST QUARTER EXPENSES		<u>579,951.96</u>		<u>579,951.96</u>
<b>CASH BAL.</b>	<b>9/30/19</b>	<b>2,222,556.88</b>	<b>15,511.46</b>	<b>2,238,068.34</b>
SECOND QUARTER INCOME		460,865.65		460,865.65
SECOND QUARTER INTEREST		8,108.76		8,108.76
TOTAL REVENUE		<u>468,974.41</u>	<u>0.00</u>	<u>468,974.41</u>
SECOND QUARTER EXPENSES		<u>453,688.85</u>		<u>453,688.85</u>
<b>CASH BAL.</b>	<b>12/31/19</b>	<b>2,237,842.44</b>	<b>15,511.46</b>	<b>2,253,353.90</b>
THIRD QUARTER INCOME		405,368.87		405,368.87
THIRD QUARTER INTEREST		7,360.78		7,360.78
TOTAL REVENUE		<u>412,729.65</u>	<u>0.00</u>	<u>412,729.65</u>
THIRD QUARTER EXPENSES		<u>366,938.03</u>		<u>366,938.03</u>
<b>CASH BAL.</b>	<b>3/31/20</b>	<b>2,283,634.06</b>	<b>15,511.46</b>	<b>2,299,145.52</b>
FOURTH QUARTER INCOME(FORCE EXTRA TO PROMO)		233,925.51		233,925.51
FOURTH QUARTER INTEREST		3,520.92		3,520.92
TOTAL REVENUE		<u>237,446.43</u>	<u>0.00</u>	<u>237,446.43</u>
FOURTH QUARTER EXPENSES**		<u>710,433.26</u>		<u>710,433.26</u>
<b>CASH BAL.</b>	<b>6/30/20</b>	<b>1,810,647.23</b>	<b>15,511.46</b>	<b>1,826,158.69</b>
YEAR TO DATE INCOME		1,668,566.83	0.00	1,668,566.83
YEAR TO DATE INTEREST		28,209.69	0.00	28,209.69
TOTAL REVENUE		<u>1,696,776.52</u>	<u>0.00</u>	<u>1,696,776.52</u>
YEAR TO DATE EXPENSES		<u>2,111,012.10</u>	<u>0.00</u>	<u>2,111,012.10</u>
YEAR TO DATE CASH BALANCES		<u>1,810,647.23</u>	<u>15,511.46</u>	<u>1,826,158.69</u>



CITY OF HOBBS LODGERS' TAX REPORT

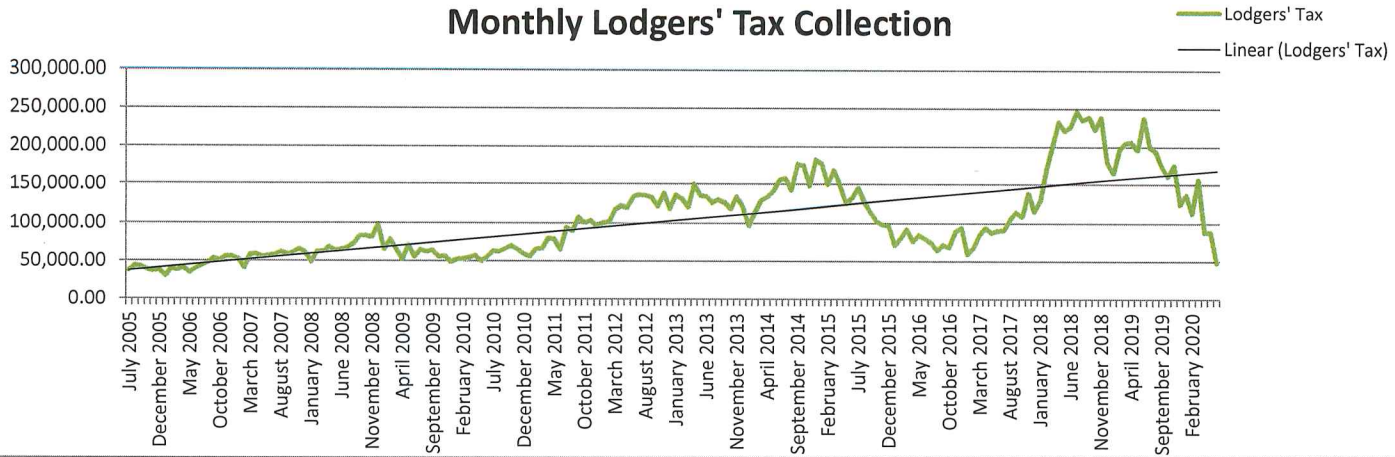
June 30, 2020

2020

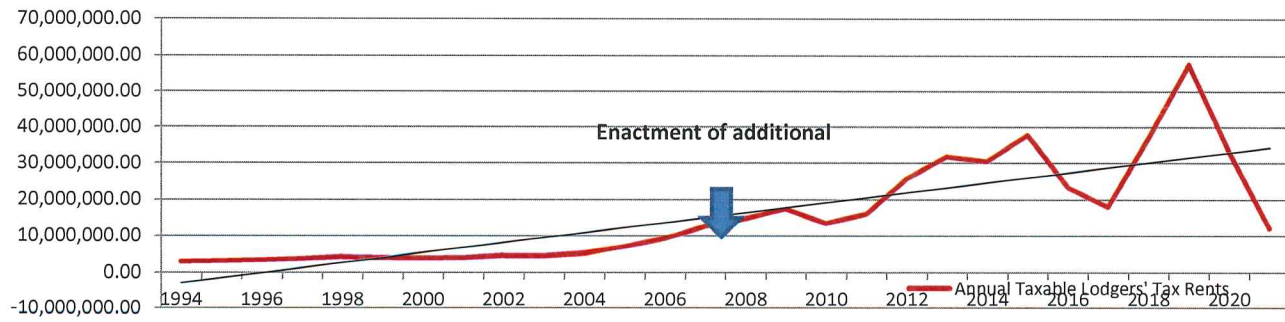
Month	Month	R E C E I P T S 239999-				E X P E N D I T U R E S			N E T C H A N G E		Cash Balance
		Gross Taxable Revenue	Lodgers' Tax	Other Income	TOTAL	Contract for Services	Advert & Promotion	TOTAL	For Month	YTD	
<b>SUBTOTAL</b>		<b>15,364,272.60</b>	<b>768,213.63</b>	<b>527.46</b>	<b>768,741.09</b>	<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>			
<b>CASH BALANCE</b>		<b>267,251.48</b>	<b>944,566.51</b>	<b>7,484.56</b>			<b>873,754.33</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>				
July 2019		3,999,605.20	199,980.26	3,069.28	203,049.54		115,183.30	115,183.30	87,866.24	87,866.24	2,328,260.51
August 2019		3,877,290.40	193,864.52	3,228.61	197,093.13		20,802.36	20,802.36	176,290.77	264,157.01	2,504,551.28
September 2019		3,491,240.40	174,562.02	2,921.34	177,483.36		443,966.30	443,966.30	-266,482.94	-2,325.93	2,238,068.34
October 2019		3,204,691.60	160,234.58	2,587.53	162,822.11		6,512.10	6,512.10	156,310.01	153,984.08	2,394,378.35
November 2019		3,518,379.60	175,918.98	2,569.68	178,488.66		181,025.21	181,025.21	-2,536.55	151,447.53	2,391,841.80
December 2019		2,494,241.80	124,712.09	2,951.55	127,663.64		266,151.54	266,151.54	-138,487.90	12,959.63	2,253,353.90
<b>SUBTOTAL</b>		<b>20,585,449.00</b>	<b>1,029,272.45</b>	<b>17,327.99</b>	<b>1,046,600.44</b>	<b>0.00</b>	<b>1,033,640.81</b>	<b>1,033,640.81</b>			
January 2020		2,717,522.20	135,876.11	2,391.51	138,267.62		20,231.18	20,231.18	118,036.44	118,036.44	2,371,390.34
February 2020		2,264,832.20	113,241.61	2,497.81	115,739.42		71,341.67	71,341.67	44,397.75	44,397.75	2,415,788.09
March 2020		3,125,023.00	156,251.15	2,471.46	158,722.61		275,365.18	275,365.18	-116,642.57	-116,642.57	2,299,145.52
April 2020		1,766,006.00	88,300.30	1,853.80	90,154.10		17,726.00	17,726.00	72,428.10	72,428.10	2,371,573.62
May 2020		1,769,172.20	88,458.61	1,008.72	89,467.33		423,782.67	423,782.67	-334,315.34	-334,315.34	2,037,258.28
June 2020		1,143,332.00	57,166.60	658.40	57,825.00		268,924.59	268,924.59	-211,099.59	-211,099.59	1,826,158.69
<b>SUBTOTAL</b>		<b>12,785,887.60</b>	<b>639,294.38</b>	<b>10,881.70</b>	<b>650,176.08</b>	<b>0.00</b>	<b>1,077,371.29</b>	<b>1,077,371.29</b>			
<b>CASH BALANCE</b>		<b>1,826,158.69</b>	<b>1,668,566.83</b>	<b>28,209.69</b>	<b>1,696,776.52</b>		<b>2,111,012.10</b>				



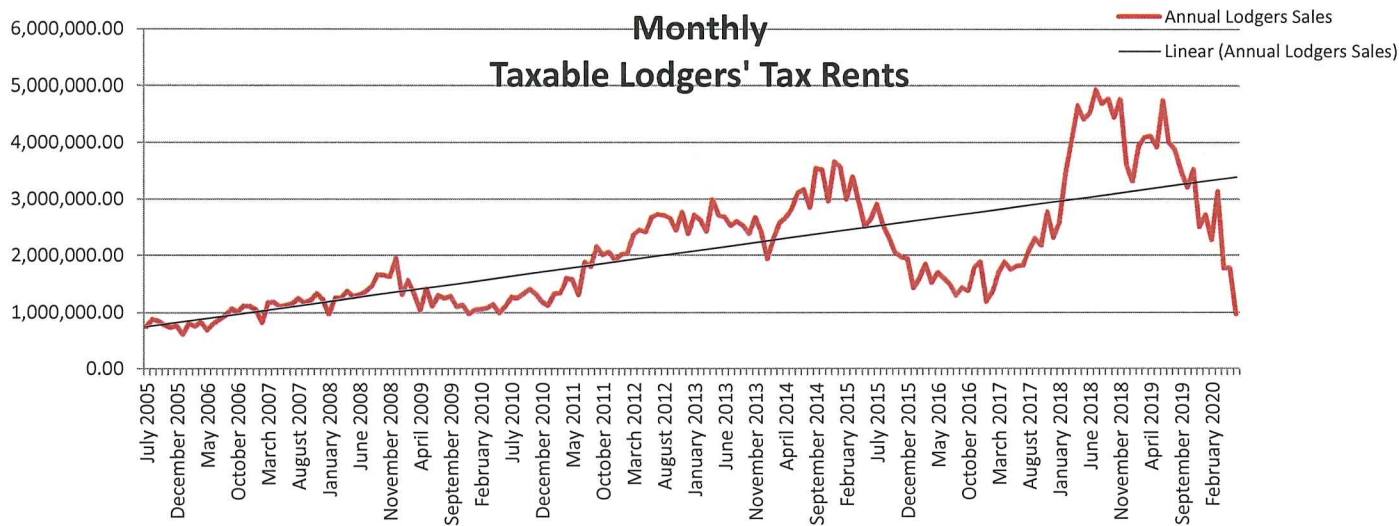
### Monthly Lodgers' Tax Collection



### Annual Taxable Lodgers' Tax Rents



### Monthly Taxable Lodgers' Tax Rents



CITY OF HOBBS LODGERS' TAX PROGRAM							
6/30/2020	AWARD				ACTUAL	OUTSTANDING	
	PROJECT	DATE	AMOUNT	EXPENSE	GRANT	CATEGORY	
6/30/2020	CASH BALANCE				1,826,158.69		
<b>Proof of Cash:</b>							
<b>Beginning Cash Available for Profit, Non-Profit, and Public Entities (20%)</b>						276,584.11	NP
19-7	HOBBS USSSA (PERMIAN BASIN MIDLAND)	4/16/2018	80,000.00	80,000.00	0.00	NP	
	NMJC - NMJCA OUTDOOR TRACK AND FIELD	10/15/2018	35,000.00	35,000.00	0.00	NP	
20-2	HOBBS CHAMBER OF COMMERCE - HOBBS AUGUST NITES	4/11/2019	91,860.00	78,816.10	13,043.90	NP	
20-3	HOBBS CHAMBER OF COMMERCE - HOBBS HOLIDAY TOURNEY	4/11/2019	15,618.00	13,685.93	1,932.07	NP	
20-4	HOBBS CHAMBER OF COMMERCE - FEBREWARY FESTIVAL	4/11/2019	12,002.50	0.00	12,002.50	NP	
20-5	CINCO DE MAYO COMMITTEE	4/11/2019	15,000.00	6,500.00	8,500.00	NP	
20-6	JUNETEENTH 2020	4/11/2019	9,800.00	4,900.00	4,900.00	NP	
20-7	HOBBS HISPANO CHAMBER OF COMMERCE - MARIACHI CHRISTM	4/11/2019	20,000.00	16,181.43	3,818.57	NP	
20-8	HOBBS HISPANO CHAMBER OF COMMERCE - SEPTIEMBRE	4/11/2019	25,000.00	18,804.72	6,195.28	NP	
20-9	HOBBS KENNEL CLUB	4/11/2019	3,200.00	2,149.84	1,050.16	NP	
20-10	SOUTHWEST SYMPHONY 2020	4/11/2019	70,733.50	67,406.01	3,327.49	NP	
20-11	UNITED WAY - 2ND ANNUAL BENEFIT CONCERT	4/11/2019	10,000.00	10,000.00	0.00	NP	
20-12	HOBBS USSSA	4/11/2019	36,500.00	36,500.00	0.00	NP	
20-13	PERMIAN BASIN USSSA	4/11/2019	162,500.00	141,503.72	20,996.28	NP	
20-14	WESTERN HERITAGE MUSEUM	4/11/2019	54,635.00	54,635.00	0.00	NP	
20-15	HOBBS QUARTERBACK CLUB 2020	4/11/2019	9,800.00	9,800.00	0.00	NP	
20-16	TUFF HEDEMAN CHAMPIONSHIP BULL RIDING 2020	4/11/2019	20,000.00	20,000.00	0.00	P	
20-17	CYCLE CITY PROMOTIONS - KICKER ARENACROSS/MONSTER	4/11/2019	50,000.00	49,942.81	57.19	P	
20-28	LEADERSHIP NEW MEXICO	1/8/2020	2,500.00	0.00	2,500.00		
20-29	COWBOY JUNCTION - CREATE WOMENS CONFERENCE	1/8/2020	8,960.00	0.00	8,960.00		
TOTAL REMAINING ALLOCATION FOR PROFIT, NON-PROFIT AND PUBLIC ENTITIES			428,549.81	0.00	87,283.44		
Add:	20% Monthly Tax Revenue (starting April 1st, 2013)				518,583.71		
<b>Cash Available for Allocation</b>					<b>707,884.38</b>		
<b>Beginning Cash Available for Local Government (City and County) (40%)</b>						553,168.22	
19-18	CITY OF HOBBS - FIREFIGHTER CHALLENGE	1/9/2019	44,392.43	44,032.48	359.95	LOCAL GOV	
20-18	ROCKWIND COMMUNITY LINKS - 2020	4/11/2019	93,975.00	62,675.91	31,299.09		
20-19	C.O.R.E - 2020 - MARKETING	4/11/2019	179,350.00	72,766.13	106,583.87		
20-20	C.O.R.E - 2020 - OPERATING	4/11/2019	500,000.00	500,000.00	0.00		
20-21	CITY OF HOBBS - NM PARKS ASSOCIATION STATE CONF	4/11/2019	13,825.00	13,420.79	404.21		
20-22	LEA COUNTY EVENT CENTER - FAIR AND RODEO - 2020	4/11/2019	108,330.00	107,378.30	951.70		
20-25	CITY OF HOBBS - SLAM AND JAM	10/9/2019	25,500.00	7,926.98	17,573.02		
20-26	CITY OF HOBBS - HOBBS TREE LIGHTING	10/9/2019	18,815.00	14,645.80	4,169.20		
20-27	CITY OF HOBBS - MARKETING/BRANDING CAMPAIGN	3/2/2020	250,000.00	0.00	250,000.00		
TOTAL REMAINING ALLOCATION FOR LOCAL GOVERNMENT			1,234,187.43	822,846.39	411,341.04		
Add:	40% Monthly Tax Revenue (starting April 1st, 2013)				1,037,167.42		
<b>Cash Available for Allocation</b>					<b>1,243,192.97</b>		
<b>Beginning Cash Available for Fire, EMS, Sanitation (15%)</b>							
TOTAL REMAINING ALLOCATION FOR CITY OF HOBBS POLICE AND FIRE			388,937.78	248,933.03	140,004.75		
Add:	15% Monthly Tax Revenue (starting April 1st, 2013)				388,937.78		
<b>Cash Available for Allocation</b>					<b>248,933.03</b>		
<b>Beginning Cash Available for Airline subsidy (25%)</b>						54,559.75	
20-23	EDC - 2020 AIRLINE SUBSIDY (Marketing)		500,000.00	499,999.92	0.08		
20-24	EDC - 2020 AIRLINE SUBSIDY (Marketing) - DENVER PROMO	10/9/2019	99,160.00	21,909.84	77,250.16		
Add:	25% Monthly Tax Revenue (starting April 1st, 2013)				648,229.64		
TOTAL REMAINING ALLOCATION FOR AIRLINE SUBSIDY					1,170,139.40		
<b>Cash Available for Allocation</b>					<b>581,149.89</b>		



*FINANCE DEPARTMENT*

---

200 E. Broadway  
Hobbs, NM 88240

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

July 10th, 2020

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 2020

Sincerely,

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

Toby Spears, CPA, CFE  
Finance Director  
CITY OF HOBBS





# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 20, 2020


**SUBJECT:** Resolution Adopting Budgetary Adjustment #4 for the Fiscal Year 2019-2020  
**DEPT. OF ORIGIN:** Finance Department  
**DATE SUBMITTED:** July 13, 2020  
**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 #4 for the current year. A summary of the funds adjusted is attached to this resolution. After this adjustment is approved by the Commission, it must be forwarded to the Department of Finance & Administration for their approval.

**Fiscal Impact:**

Reviewed By:   
Finance Department

Total revenue is increased by \$833,000 and total expense increased by \$1,356,250.00 providing a budgeted ending cash balance of \$78,514,402.54 for all funds and a general fund reserve of 44%.

This adjustment also includes a cash transfer between medical insurance funds in the amount of \$506,370.00

**Attachments:**

- Budget Cash Balance Sheet
- Budgeted Adjustments Detail
- 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 CLERKS USE ONLY  
COMMISSION ACTION TAKEN

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

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

Denied

CITY OF HOBBS

RESOLUTION NO. 6954

BUDGETARY ADJUSTMENT #4

FISCAL YEAR 2019-2020

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 revenue in the amount of \$833,000 and increases to expenditure in the amount of \$1,356,250.00 and 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 20<sup>th</sup> day of July, 2020

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

ATTEST:

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

**City of Hobbs BAR #4  
FY20 Fund Summary**

	Beginning Cash from 06/30/19	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash
1 GENERAL	75,356,708.84	76,538,909.82	(7,550,089.90)	100,545,185.18	43,800,343.58
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>76,638,909.82</b>	<b>(7,550,089.90)</b>	<b>100,645,185.18</b>	<b>44,149,489.74</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	-	142,169.14	-
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	200,000.00	474,997.04	393,876.33
16 RECREATION (CORE)	150,000.00	4,844,778.63	3,444,133.99	8,264,987.62	173,925.00
17 OLDER AMERICAN	1,000.00	138,546.00	939,826.42	1,079,272.42	100.00
18 GOLF	1,000.00	942,700.00	3,515,520.61	4,459,220.61	-
19 CEMETERY	1,000.00	213,300.00	531,456.88	745,656.88	100.00
20 AIRPORT	289,510.72	38,500.00	-	117,500.00	210,510.72
23 LODGERS' TAX	2,240,394.35	2,325,000.00	(1,609,787.48)	1,450,309.00	1,505,297.87
27 PUBLIC TRANSPORTATION	1,000.00	1,221,669.99	438,087.48	1,277,216.47	383,541.00
28 FIRE PROTECTION	332,137.06	508,806.00	-	639,367.90	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>11,186,873.99</b>	<b>7,459,237.90</b>	<b>19,379,737.09</b>	<b>3,056,422.22</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	-	2,655,934.25	1,358,014.76
49 CITY COMM. IMPROVEMENTS	3,706,847.88	3,500,000.00	(5,491,327.25)	120,000.00	1,595,520.63
<b>Capital Project Subtotals</b>	<b>8,161,506.65</b>	<b>4,784,333.33</b>	<b>(5,491,327.25)</b>	<b>3,184,181.25</b>	<b>4,270,331.48</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	-	7,012,000.00	1,836,193.09
44 JOINT UTILITY EXTENSIONS CAPITAL PROJECT	257,411.91	1,050,000.00	3,582,179.25	4,797,739.16	91,852.00
60 JOINT UTILITY	575,898.75	-	6,703,314.72	6,358,235.44	920,978.03
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	4,510,017.73	-	11,719,560.53	274,936.29
63 JOINT UTILITY - WASTEWATER	1,000.00	-	7,550,339.70	4,189,892.21	3,361,447.49
65 JOINT UTILITY INCOME - WASTEWATER	2,719,525.17	7,850,000.00	(10,278,525.17)	60,000.00	231,000.00
66 JOINT UTILITY INCOME	3,622,799.92	7,274,500.00	(9,836,299.92)	-	1,061,000.00
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>27,834,517.73</b>	<b>1,169,361.63</b>	<b>38,235,780.39</b>	<b>8,861,220.75</b>
64 MEDICAL INSURANCE	4,103,595.96	6,876,000.00	(506,370.00)	6,931,000.00	3,542,225.96
67 WORKERS COMP TRUST	1,104,078.23	685,000.00	-	685,000.00	1,104,078.23
74 INSURANCE - RISK	-	921,981.00	2,000,000.00	920,981.00	2,001,000.00
<b>Internal Service Subtotal</b>	<b>5,207,674.19</b>	<b>8,482,981.00</b>	<b>1,493,630.00</b>	<b>8,536,981.00</b>	<b>6,647,304.19</b>
70 MOTOR VEHICLE	20,930.74	5,833,000.00	-	5,839,000.00	14,930.74
71 MUNI JUDGE BOND FUND	105,234.84	-	-	-	105,234.84
72 RETIREE HEALTH INSURANCE TRUST FUND	9,000,000.00	1,235,000.00	506,370.00	1,560,250.00	9,181,120.00
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>7,152,295.00</b>	<b>506,370.00</b>	<b>7,484,250.00</b>	<b>9,539,791.20</b>
<b>Grant Total All Funds</b>	<b>122,313,424.20</b>	<b>136,079,910.87</b>	<b>-</b>	<b>179,878,932.53</b>	<b>78,514,402.54</b>
		833,000.00		1,356,250.00	

44%



**Expense:**

**New Money - Expense**

Fund	ORG	OBJ	PROJ	Dept Name	Description	Current Budget	Budget Request	New Budget	Comments
1	010140	42601		FINANCE/PURCHASING	PROFESSIONAL SERVICES	272,403.94	80,000.00	352,403.94	replace funds given to traffic for emergency signal repair
<b>1 Total</b>							<b>80,000.00</b>		
10	104010	42211		SOLID WASTE FUND	WASTE MANAGEMENT CONTRACT	6,500,000.00	74,000.00	6,574,000.00	solid waste over budget at year end
10	104010	42248		SOLID WASTE FUND	WASTE MNGT TIPPING FEES	250,000.00	26,000.00	276,000.00	solid waste over budget at year end
10	104010	42601		SOLID WASTE FUND	PROFESSIONAL SERVICES	150,000.00	12,000.00	162,000.00	solid waste over budget at year end
<b>10 Total</b>							<b>112,000.00</b>		
70	704070	42324		MOTOR VEHICLE DEPT. TRU	MISCELLANEOUS AND EMERGENCY	5,000,000.00	839,000.00	5,839,000.00	mvd fees over budget at year end
<b>70 Total</b>							<b>839,000.00</b>		
72	724072	42601		RETIREE HEALTH INSURANC	PROFESSIONAL SERVICES	1,107,000.00	316,000.00	1,423,000.00	retiree ins. Fees over budget at year end
72	724072	42645		RETIREE HEALTH INSURANC	FEES - ADMIN	128,000.00	9,250.00	137,250.00	retiree admin fees over budget at year end
<b>72 Total</b>							<b>325,250.00</b>		
<b>Grand Total</b>							<b>1,356,250.00</b>		

**Reclasses:**

Fund	ORG	OBJ	PROJ	Dept Name	Description	Current Budget	Budget Request	New Budget	Comments
48	484048	44901	00046	STREET IMPROVEMENT	MISC. STREET/DRAINAGE IMPS.	619,342.73	(120,000.00)	499,342.73	reclass for hawk system
48	484048	44901	00284	STREET IMPROVEMENT	TRAFFIC SIGNAL COOP - HAWK	267,662.20	120,000.00	387,662.20	reclass for hawk system
1	010150	42601		LEGAL	PROFESSIONAL SERVICES	105,000.00	(6,000.00)	99,000.00	reclass to dues for addtl attorney
1	010150	42203		LEGAL	DUES AND SUBSCRIPTIONS	6,000.00	6,000.00	12,000.00	reclass to dues for addtl attorney
1	010423	43003		STREETS/HIGHWAYS	VEHICLE REPLACEMENT	43,000.00	(760.00)	42,240.00	reclass for vehicle
1	010340	43003		ENVIRONMENTAL SERVICES	VEHICLE REPLACEMENT	30,000.00	760.00	30,760.00	reclass for vehicle
16	164016	42210		HEALTH WELLNESS LEARNIN	SERVICE/MAINT. CONTRACT	113,000.00	(600.00)	112,400.00	reclass for food and linen
16	164016	42315		HEALTH WELLNESS LEARNIN	FOOD AND LINEN	5,500.00	600.00	6,100.00	reclass for food and linen
1	010202	43006		POLICE PATROL	EQUIPMENT OVER 5000	416,755.05	(2,000.00)	414,755.05	reclass to repair vehicle wrap
1	010202	43003		POLICE PATROL	VEHICLE REPLACEMENT	848,918.03	2,000.00	850,918.03	reclass to repair vehicle wrap
1	010420	42332		GENERAL SVCS-GARAGE	FILTERS	10,000.00	2,100.00	12,100.00	misc reclass for general services
1	010420	42406		GENERAL SVCS-GARAGE	TIRES AND TUBES	125,000.00	(2,100.00)	122,900.00	misc reclass for general services
1	010420	42401		GENERAL SVCS-GARAGE	RADIO, INSTRUMENTS	500.00	500.00	1,000.00	misc reclass for general services
1	010420	42406		GENERAL SVCS-GARAGE	TIRES AND TUBES	125,000.00	(500.00)	124,500.00	misc reclass for general services
1	010420	42403		GENERAL SVCS-GARAGE	MACHINE REPAIR AND MAINTENANC	150,000.00	20,000.00	170,000.00	misc reclass for general services
1	010423	42403		STREETS/HIGHWAYS	MACHINE REPAIR AND MAINTENANC	100,000.00	(20,000.00)	80,000.00	misc reclass for general services
1	010421	42301		BUILDING MAINTENANCE	SUPPLIES-OFFICE	500.00	400.00	900.00	misc reclass for general services
1	010421	42501		BUILDING MAINTENANCE	BUILDING AND GROUNDS	68,000.00	(400.00)	67,600.00	misc reclass for general services
1	010421	42519		BUILDING MAINTENANCE	ELEVATOR MAINT.	30,000.00	10,000.00	40,000.00	misc reclass for general services
1	010421	42501		BUILDING MAINTENANCE	BUILDING AND GROUNDS	68,000.00	(10,000.00)	58,000.00	misc reclass for general services
1	010423	42313		STREETS/HIGHWAYS	SAFETY EQUIPMENT	4,000.00	40.00	4,040.00	misc reclass for general services
1	010423	42301		STREETS/HIGHWAYS	SUPPLIES-OFFICE	4,500.00	(40.00)	4,460.00	misc reclass for general services
1	010423	42344		STREETS/HIGHWAYS	SNOW AND ICE REMOVAL	10,000.00	300.00	10,300.00	misc reclass for general services
1	010423	42301		STREETS/HIGHWAYS	SUPPLIES-OFFICE	4,500.00	(300.00)	4,200.00	misc reclass for general services
1	010202	43006		POLICE PATROL	EQUIPMENT OVER 5000	416,755.05	(13,156.00)	403,599.05	to outfit new vehicle
1	010202	43003		POLICE PATROL	VEHICLE REPLACEMENT	848,918.03	13,156.00	862,074.03	to outfit new vehicle
1	010343	42311		ANIMAL ADOPTION	ANIMAL FOOD, VETERINARY	122,328.00	14,881.00	137,209.00	reclass for food and vet
1	010343	42601		ANIMAL ADOPTION	PROFESSIONAL SERVICES	115,000.00	(14,881.00)	100,119.00	reclass for food and vet
12	124012	42302		POLICE PROTECTION FUND	TRAVEL, MEALS AND SCHOOLS	28,969.14	(28,000.00)	969.14	transfer to expend lepf funds

BAR #4 Detail

12	124012	42353		POLICE PROTECTION FUND	TRAINING	65,200.00	(4,000.00)	61,200.00	transfer to expend lepf funds
12	124012	42706		POLICE PROTECTION FUND	EQUIPMENT UNDER 5000.00	23,000.00	32,000.00	55,000.00	transfer to expend lepf funds
1	010140	42601		FINANCE/PURCHASING	PROFESSIONAL SERVICES	272,403.94	(80,000.00)	192,403.94	transfer for emergency traffic signal repair
1	010412	42404		TRAFFIC	SIGNALS AND SIGNS	132,500.00	80,000.00	212,500.00	transfer for emergency traffic signal repair
1	010412	44901	00159	TRAFFIC	TRAFFIC SIGNAL COMM UPGRADE	187,251.28	30,000.00	217,251.28	transfer for replacement span wire grimes/turner
1	010412	44901	00151	TRAFFIC	STREET SIGNAGE IMPROVEMENT	71,693.94	(30,000.00)	41,693.94	transfer for replacement span wire grimes/turner
1	010423	42512		STREETS/HIGHWAYS	BARRICADES AND SIGNS	6,000.00	(1,000.00)	5,000.00	transfer for ice maker repair
1	010423	42501		STREETS/HIGHWAYS	BUILDING AND GROUNDS	6,000.00	1,000.00	7,000.00	transfer for ice maker repair
17	174017	43013		OLDER AMERICANS FUND	BUILDING IMPROVEMENTS	39,000.00	2,821.00	41,821.00	transfer for bathroom repair
17	174017	42706		OLDER AMERICANS FUND	EQUIPMENT UNDER 5000.00	12,700.00	(2,821.00)	9,879.00	transfer for bathroom repair
1	010330	42601		RECREATION	PROFESSIONAL SERVICES	180,500.00	16,000.00	196,500.00	transfer for hhs athletic program
1	010330	42642		RECREATION	GUS MACKER	25,300.00	(16,000.00)	9,300.00	transfer for hhs athletic program
63	634375	42402		BIOSOLIDS	VEHICLE MAINTENANCE	15,550.00	(3,000.00)	12,550.00	reclass for tires
63	634375	42406		BIOSOLIDS	TIRES AND TUBES	2,500.00	3,000.00	5,500.00	reclass for tires
16	164016	42403		HEALTH WELLNESS LEARNIN	MACHINE REPAIR % MAINTENANCE	10,000.00	(6,000.00)	4,000.00	reclass for finishig cubbie
16	164016	42501		HEALTH WELLNESS LEARNIN	BUILDING AND GROUNDS	55,297.00	6,000.00	61,297.00	reclass for finishig cubbie
1	010100	44901	00169	CITY COMMISSION	AFFORDABLE HOUSING	3,070,000.00	(54,571.00)	3,015,429.00	reclass - ABS - reso 6943
1	010100	44901	00170	CITY COMMISSION	HOUSING INCENTIVE (SF HOUSING)	2,273,520.00	54,571.00	2,328,091.00	reclass - ABS - reso 6943
1	010423	44901	00148	STREETS/HIGHWAYS	PAVING REHABILITATION	2,646,905.75	(1,434.67)	2,645,471.08	reclass for dump truck purchase
1	010423	43006		STREETS/HIGHWAYS	EQUIPMENT OVER 5000	317,100.00	1,434.67	318,534.67	reclass for dump truck purchase
1	010330	42642		RECREATION	GUS MACKER	25,300.00	(9,300.00)	16,000.00	reclass for fireworks
1	010330	42210		RECREATION	SERVICE/MAINT. CONTRACT	8,000.00	(8,000.00)	-	reclass for fireworks
1	010330	42501		RECREATION	BUILDING AND GROUNDS	13,000.00	(4,600.00)	8,400.00	reclass for fireworks
1	010330	42319		RECREATION	SUPPLIES-CRAFT AND CERAMICS	5,000.00	(2,800.00)	2,200.00	reclass for fireworks
1	010330	42301		RECREATION	SUPPLIES-OFFICE	4,500.00	(800.00)	3,700.00	reclass for fireworks
1	010330	42601		RECREATION	PROFESSIONAL SERVICES	180,500.00	25,500.00	206,000.00	reclass for fireworks
1	010321	42204		SPORTS FIELDS	UNIFORMS	2,400.00	(1,700.00)	700.00	reclass for electrical repair
1	010321	42302		SPORTS FIELDS	TRAVEL MEALS AND SCHOOLS	2,300.00	(950.00)	1,350.00	reclass for electrical repair
1	010321	42313		SPORTS FIELDS	SAFETY EQUIPMENT	300.00	(200.00)	100.00	reclass for electrical repair
1	010321	42346		SPORTS FIELDS	SUPPLIES-BOTANICAL	5,000.00	(3,700.00)	1,300.00	reclass for electrical repair
1	010321	42404		SPORTS FIELDS	SIGNALS AND SIGNS	4,000.00	(4,000.00)	-	reclass for electrical repair
1	010321	42501		SPORTS FIELDS	BUILDING AND GROUNDS	31,000.00	(5,900.00)	25,100.00	reclass for electrical repair
1	010321	42601		SPORTS FIELDS	PROFESSIONAL SERVICES	1,250.00	(700.00)	550.00	reclass for electrical repair
1	010321	42538		SPORTS FIELDS	REPAIR-ELECTRICAL	80,000.00	17,150.00	97,150.00	reclass for electrical repair
1	010342	42353		PUBLIC INFORMATION	TRAINING	1,500.00	(1,500.00)	-	reclass for overspend in food
1	010342	42321		PUBLIC INFORMATION	SPECIAL EVENTS AND PRIZES	9,500.00	(940.44)	8,559.56	reclass for overspend in food
1	010342	42315		PUBLIC INFORMATION	FOOD AND LINEN	2,500.00	2,440.44	4,940.44	reclass for overspend in food
1	010342	42302		PUBLIC INFORMATION	TRAVEL, MEALS AND SCHOOLS	5,000.00	(2,613.95)	2,386.05	reclass for advertising
1	010342	42357		PUBLIC INFORMATION	ADVERTISING	73,815.00	2,613.95	76,428.95	reclass for advertising
1	010320	42608		PARKS	CLAIMS BY OTHERS	-	450.00	450.00	reclass for claims by others
1	010320	42302		PARKS	TRAVEL, MEALS AND SCHOOLS	13,000.00	(450.00)	12,550.00	reclass for claims by others
18	184316	42357		GOLF CLUBHOUSE	ADVERTISING	10,000.00	1,670.00	11,670.00	reclass for core logic website
18	184316	42320		GOLF CLUBHOUSE	SPECIAL PROGRAMS PRESENTA	14,000.00	(1,670.00)	12,330.00	reclass for core logic website



## Revenue

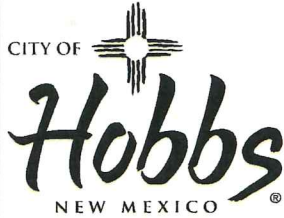
Fund	ORG	OBJ	PROJ	Dept Name	Description	Current Budget	Budget Request	New Budget	Comments
70	709999	30425		MOTOR VEHICLE REVENUE	SALE OF MVD LICENSES	(5,000,000.00)	(833,000.00)	(5,833,000.00)	
							(833,000.00)		

## Transfers

Fund	ORG	OBJ	PROJ	Dept Name	Description	Current Budget	Budget Request	New Budget	Comments
64	649999	30801		MEDICAL INSURANCE REV	Transfer to 72	-	(506,370.00)	(506,370.00)	
75	729999	30891		RETIREE HEALTH REVENUE	Transfer from 64	-	506,370.00	506,370.00	
							-		



# **ACTION ITEMS**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 20th, 2020

**SUBJECT:** Authorizing an allocation of Lodgers' Tax funds to fund EDC-Airline Subsidy/Marketing, CORE marketing/promotion, Rockwind Golf marketing/promotion, and a NM True Grant match with New Mexico Tourism Department for Fiscal Year 2021

**DEPT. OF ORIGIN:** Finance  
**DATE SUBMITTED:** July 10th, 2020  
**SUBMITTED BY:** Toby Spears, Finance Director

**Summary:**

On July 8<sup>th</sup>, 2020, the Lodgers' Tax Board had a virtual quarterly meeting and recommended awarding to the Commission, the following allocations for lodgers' tax. EDC – Airline Marketing - \$200,000.00 (motion was amended to address and reclassify \$15,600 designated for the Lea County Fair/Rodeo to social media costs), CORE Marketing – \$103,862.50, Rockwind Golf Marketing - \$ 65,100.00 and NM True Grant Match - \$35,345.00. The allocations are only from the 25% of lodgers' tax for airline subsidy and 40% of lodgers' tax for Cities/Counties as detailed in the lodgers' tax ordinance. Events for non-profit and for-profit entities will eventually be addressed via special meeting, pending future guidelines of mass gatherings policy.

**Fiscal Impact:**

Reviewed By:   
Finance Department

June 30, 2020 Cash Balance (per Lodgers' Tax ordinance) for the Lodgers' Tax Fund is as follows:

Security and Sanitation (15%)	\$ 0.00
Non-Profit/For Profit/Public Entity (20%)	\$ 302,076.26
City and County (40%)	\$1,047,806.67
Airline (25%)	\$ 476,275.76
<b>TOTAL CASH AVAILABLE</b>	<b><u>\$1,826,158.69</u></b>

The 2021 budgeted lodgers' tax revenues are projected to be \$ 600,000.00

**Attachments:**

Exhibit A  
Financial Report for June 30, 2020  
Resolution

**Legal Review:**

Approved As To Form:   
City Attorney

**Recommendation:**

To be determined by City Commission.

Approved For Submittal By:

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

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

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 6955

A RESOLUTION AUTHORIZING ALLOCATION OF  
LODGERS' TAX FUNDS FOR FISCAL YEAR 2021

WHEREAS, the Lodgers' Tax Advisory Board met virtually on July 8, 2020, and recommends awarding the following funding allocations for Fiscal Year 2021:

	Event	Amount Requested	Lodgers' Tax Board Recommendation	City Commission Recommendation
1	Economic Development Corp. Airline Marketing	\$ 200,000.00	\$ 200,000.00	
2	City of Hobbs CORE Marketing	\$ 103,862.50	\$ 103,862.50	
3	City of Hobbs Rockwind Golf Marketing	\$ 65,100.00	\$ 65,100.00	
4	City of Hobbs Convention and Visitors Bureau New Mexico True Grant Match	\$ 35,345.00	\$ 35,345.00	

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

PASSED, ADOPTED AND APPROVED this 20<sup>th</sup> day of July, 2020.

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

ATTEST:

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



Analysis of Annual Lodgers' Tax Requests/Quarterly Funding Requests

Exhibit A

Non Profit/For Profit Entities 2020 Funding Annual RFP:	Commission Commission Approved	JULY 20 to JUNE 30th FY 2021 REQUESTED FUNDING	JULY 20 to JUNE 30th FY 2021 REQUESTED FUNDING	(current) FY 2020 Approved Funding	(current) FY 2019 Approved Funding	(current) FY 2018 Approved Funding	(current) FY 2017 Approved Funding	(current) FY 2016 Approved Funding	(current) FY 2015 Approved Funding	(current) FY 2014 Approved Funding	Difference from 2015 to 2016	Category	
1 EDC - Airline Subsidy		427,275.76	477,275.76	393,000.00	285,000.00	235,162.89	279,497.62	500,000.00	500,000.00	500,000.00	(220,502.38)	airline	
EDC - Promotion of Airline		200,000.00	200,000.00	206,160.00	107,000.00		-	107,000.00	107,000.00	107,000.00	(107,000.00)	airline	
TOTAL ALLOCATION FOR EDC	-	627,275.76	677,275.76	599,160.00	392,000.00	235,162.89	279,497.62	607,000.00	607,000.00	607,000.00	(327,502.38)		
2 City of Hobbs- Hobbs Firefighter Combat Challenge					44,392.43						-	local govt	
City of Hobbs-Rockwind Golf Course Marketing		65,100.00	65,100.00	88,675.00	54,655.00	66,500.00	75,000.00	132,559.10	504,314.44		(429,314.44)	local govt	
3 CORE (Marketing)		103,862.50	103,862.50	179,350.00	88,800.00	99,800.00		-			-	local govt	
CORE (Operating)		500,000.00	500,000.00	500,000.00	500,000.00								
City of Hobbs - NMML								175,000.00					
City of Hobbs - New Mexico Parks Association State Conference				13,825.00	2,500.00								
Hobbs Downtown Slam & Jam Gus Macker Basketball Tour.		delayed	25,490.00	25,500.00	36,500.00	-	78,500.00	100,000.00	125,300.00	19,645.00	(46,800.00)	local govt	
City of Hobbs Marketing Strategy	(reallocated)	250,000.00	250,000.00	250,000.00									
City of Hobbs Tree Lighting Ceremony		delayed	18,650.00	18,815.00									
4 City of Hobbs Annual Advertising and Promotion for Convention Visitors Bure		35,345.00	35,345.00	-									
City of Hobbs Summer Food Truck Fest		delayed	15,937.50	-									
5 Lea County Fairgrounds									9,000.00	9,540.00	(9,000.00)	local govt	
Lea County Fair & Rodeo Board		cancelled	50,750.00	108,330.00	-			175,000.00	175,000.00	150,000.00	(175,000.00)	local govt	
Lea County Event Center					-	25,000.00	50,000.00	50,000.00	175,000.00	163,600.00	(125,000.00)	local govt	
Lea County Subsidy for Lea County Airport Hanger	-			-						-	-	local govt	
TOTAL ALLOCATION FOR LEA COUNTY/CITY OF HOBBS		954,307.50	1,065,135.00	1,184,495.00	726,847.43	191,300.00	203,500.00	632,559.10	988,614.44	342,785.00	(785,114.44)		
6 Juneteenth					4,900.00	3,716.00	-	7,383.00	7,383.00	7,383.00	(7,383.00)	NP	
New Mexico National Black Chamber of Commerce					8,800.00	4,930.31	-	19,250.00	34,000.00	100,000.00	(34,000.00)	NP	
Community Players of Hobbs (Community Playhouse)							-	17,900.00	17,900.00	17,900.00	(17,900.00)	NP	
7 Hobbs Chamber of Commerce					21,233.22	10,000.00	8,443.43	16,600.00	16,580.00		(8,136.57)	NP	
Breakdown per Event:													
Hobbs August Nites Event		cancelled	22,112.60	91,860.00									
Hobbs Holiday Tournament		delayed	15,612.00	15,618.00									
FeBREWary Festival		delayed	11,795.00	12,002.50									
8 Hispano Chamber of Commerce Foundation - Mariachi Christmas		cancelled		20,000.00	20,000.00	10,000.00	13,450.00	23,500.00	24,125.00	20,000.00	(10,675.00)	NP	
9 Hispano Chamber of Commerce Foundation - Fiestas De Septiembre		cancelled	-	25,000.00	25,000.00	16,000.00	17,500.00	26,000.00	26,025.00	25,000.00	(8,525.00)	NP	
10 Hobbs Kennel Club (Awarded 2,500 dollars by Lodgers Board < 10 K)		delayed	3,200.00	3,200.00	3,300.00	3,200.00	2,600.00	2,500.00		4,000.00	2,600.00	NP	
Lea County Commission of the Arts						10,000.00	10,000.00	25,000.00	40,000.00		(30,000.00)	NP	
Lea County Museum								25,000.00	25,000.00	50,000.00	(25,000.00)	NP	
Light of Lea County							10,000.00	19,553.54	15,804.30		(5,804.30)	NP	
11 Southwest Symphony		delayed	34,423.00	70,733.50	62,012.50	22,500.00	25,000.00	79,770.00	83,792.00	92,990.00	(58,792.00)	NP	
12 United Way - 2nd Annual United Way Benefit Concert				10,000.00				9,500.00		9,475.00	-	NP	
13 Hobbs USSSA		delayed		36,500.00	32,500.00	70,000.00	70,000.00	123,000.00		3,500.00	70,000.00	NP	
14 Permian Basin - USSSA		delayed		162,500.00	47,500.00								
15 Western Heritage Museum Complex		delayed	23,498.50	54,635.00	45,645.00	18,000.00	20,000.00	50,000.00	121,850.00	96,850.00	(101,850.00)	public entity	
16 Cinco De Mayo		delayed	20,000.00	15,000.00	10,000.00			10,000.00					
17 Hobbs Quarterback Club				9,800.00									
18 ATK Kids and Community Together		delayed	2,918.80										
19 Cowboy Junction		delayed		8,960.00									
TOTAL ALLOCATION FOR NON-PROFITS	-	-	133,559.90	526,849.00	270,890.72	168,346.31	176,993.43	444,956.54	290,609.30	330,248.00	(113,615.87)		
20 Tuff Hedeman Championship Bull Riding		delayed	20,000.00	20,000.00	20,000.00	10,000.00	18,000.00	20,000.00			18,000.00	P	
21 Cycle City Promotions-Kicker Arenacross/Monster Truck (note 25,000 per event two events \$50,000 on profit entities)		delayed	50,000.00	50,000.00	50,000.00	17,500.00	35,000.00	50,000.00	50,000.00	47,700.00	(15,000.00)	P	
22 IMPACTO - JAG Promotions, LLC		delayed		9,500.00	9,500.00		4,500.00	9,500.00		50,000.00	47,700.00	NP	
TOTAL ALLOCATION FOR FOR-PROFITS	-	-		70,000.00	79,500.00		53,000.00	70,000.00	50,000.00		3,000.00		
City of Hobbs - Fire and Police (15% allocation)			90,600.00	90,600.00	300,000.00	195,000.00	195,000.00	142,500.00	169,742.00	195,000.00	228,604.86	(52,500.00)	security
TOTAL REQUESTED ALLOCATION	-	1,672,183.26	1,966,570.66	2,680,504.00	1,664,238.15	789,809.20	855,491.05	1,924,257.64	2,131,223.74	1,556,337.86	(1,275,732.69)		

Analysis of Annual Lodgers' Tax Requests/Quarterly Funding Requests

Exhibit A

Non Profit/For Profit Entities 2020 Funding Annual RFP:	Commission Commission Approved	JULY 20 to JUNE 30th FY 2021 REQUESTED FUNDING	JULY 20 to JUNE 30th FY 2021 REQUESTED FUNDING	(current) FY 2020 Approved Funding	(current) FY 2019 Approved Funding	(current) FY 2018 Approved Funding	(current) FY 2017 Approved Funding	(current) FY 2016 Approved Funding	(current) FY 2015 Approved Funding	(current) FY 2014 Approved Funding	Difference from 2015 to 2016	Category
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Ordinance Caps:	2021		Requested/Allocated 2021 Amount	Requested (Under)/Over Cap/Cash
	6-30-2020 Beginning Cash	Cap Amount		
Security and Sanitation (15%)	-	90,600.00	90,600.00	-
Non-Profit/For Profit/Public Entity (20%)	302,076.26	120,800.00	-	422,876.26
City and County (40%)	1,047,806.67	241,600.00	954,307.50	335,099.17
Airline (25%)	476,275.76	151,000.00	627,275.76	-
<b>TOTAL</b>	<b>1,826,158.69</b>	<b>604,000.00</b>	<b>1,672,183.26</b>	<b>- 757,975.43</b>



CITY OF HOBBS LODGERS' TAX REPORT

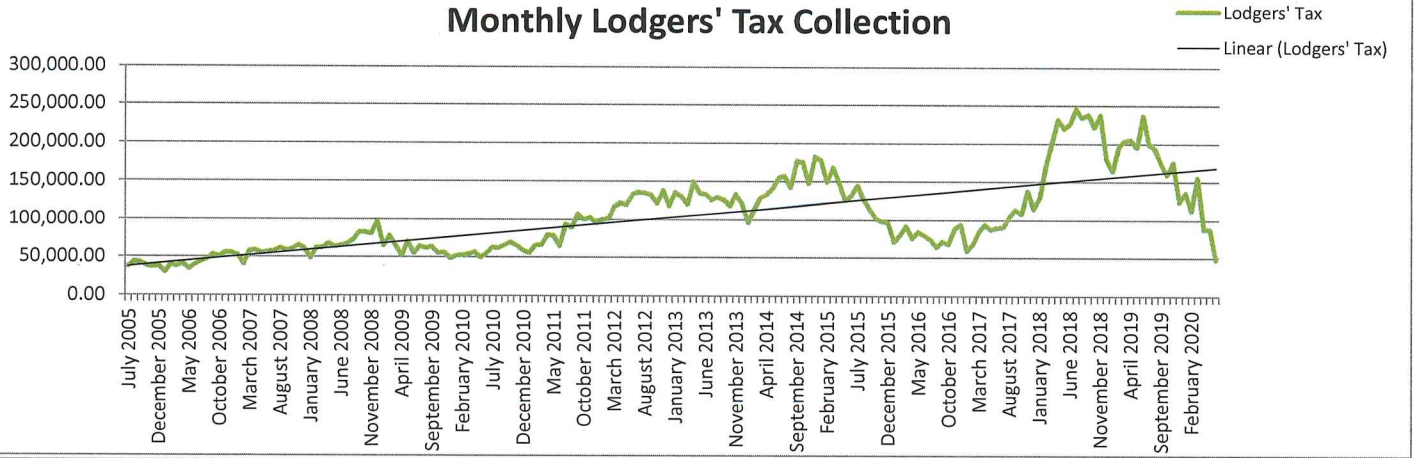
June 30, 2020

2020

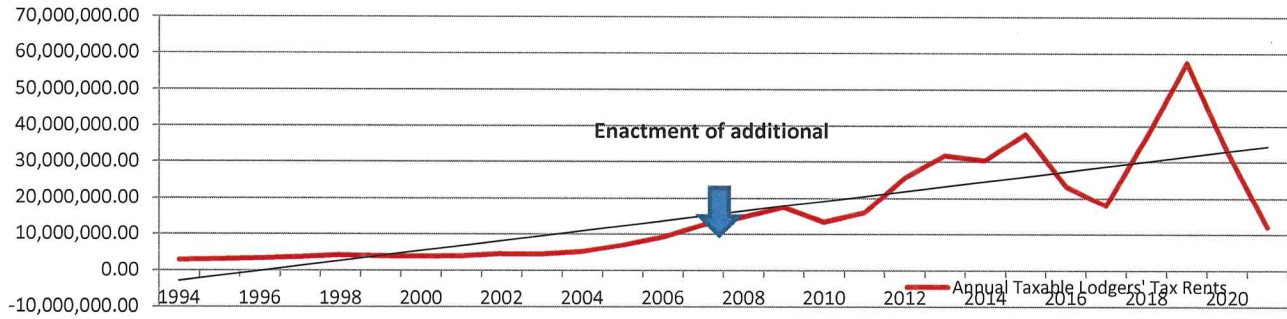
Month	Month	RECEIPTS 239999-				EXPENDITURES			NET CHANGE		Cash Balance
		Gross Taxable Revenue	Lodgers' Tax	Other Income	TOTAL	Contract for Services	Advert & Promotion	TOTAL	For Month	YTD	
<b>SUBTOTAL</b>		<b>15,364,272.60</b>	<b>768,213.63</b>	<b>527.46</b>	<b>768,741.09</b>	<b>0.00</b>	<b>762,619.97</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>			
<b>CASH BALANCE</b>		<b>267,251.48</b>	<b>944,566.51</b>	<b>7,484.56</b>			<b>873,754.33</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>				
July 2019		3,999,605.20	199,980.26	3,069.28	203,049.54		115,183.30	115,183.30	87,866.24	87,866.24	2,328,260.51
August 2019		3,877,290.40	193,864.52	3,228.61	197,093.13		20,802.36	20,802.36	176,290.77	264,157.01	2,504,551.28
September 2019		3,491,240.40	174,562.02	2,921.34	177,483.36		443,966.30	443,966.30	-266,482.94	-2,325.93	2,238,068.34
October 2019		3,204,691.60	160,234.58	2,587.53	162,822.11		6,512.10	6,512.10	156,310.01	153,984.08	2,394,378.35
November 2019		3,518,379.60	175,918.98	2,569.68	178,488.66		181,025.21	181,025.21	-2,536.55	151,447.53	2,391,841.80
December 2019		2,494,241.80	124,712.09	2,951.55	127,663.64		266,151.54	266,151.54	-138,487.90	12,959.63	2,253,353.90
<b>SUBTOTAL</b>		<b>20,585,449.00</b>	<b>1,029,272.45</b>	<b>17,327.99</b>	<b>1,046,600.44</b>	<b>0.00</b>	<b>1,033,640.81</b>	<b>1,033,640.81</b>			
January 2020		2,717,522.20	135,876.11	2,391.51	138,267.62		20,231.18	20,231.18	118,036.44	118,036.44	2,371,390.34
February 2020		2,264,832.20	113,241.61	2,497.81	115,739.42		71,341.67	71,341.67	44,397.75	44,397.75	2,415,788.09
March 2020		3,125,023.00	156,251.15	2,471.46	158,722.61		275,365.18	275,365.18	-116,642.57	-116,642.57	2,299,145.52
April 2020		1,766,006.00	88,300.30	1,853.80	90,154.10		17,726.00	17,726.00	72,428.10	72,428.10	2,371,573.62
May 2020		1,769,172.20	88,458.61	1,008.72	89,467.33		423,782.67	423,782.67	-334,315.34	-334,315.34	2,037,258.28
June 2020		1,143,332.00	57,166.60	658.40	57,825.00		268,924.59	268,924.59	-211,099.59	-211,099.59	1,826,158.69
<b>SUBTOTAL</b>		<b>12,785,887.60</b>	<b>639,294.38</b>	<b>10,881.70</b>	<b>650,176.08</b>	<b>0.00</b>	<b>1,077,371.29</b>	<b>1,077,371.29</b>			
<b>CASH BALANCE</b>		<b>1,826,158.69</b>	<b>1,668,566.83</b>	<b>28,209.69</b>	<b>1,696,776.52</b>		<b>2,111,012.10</b>				



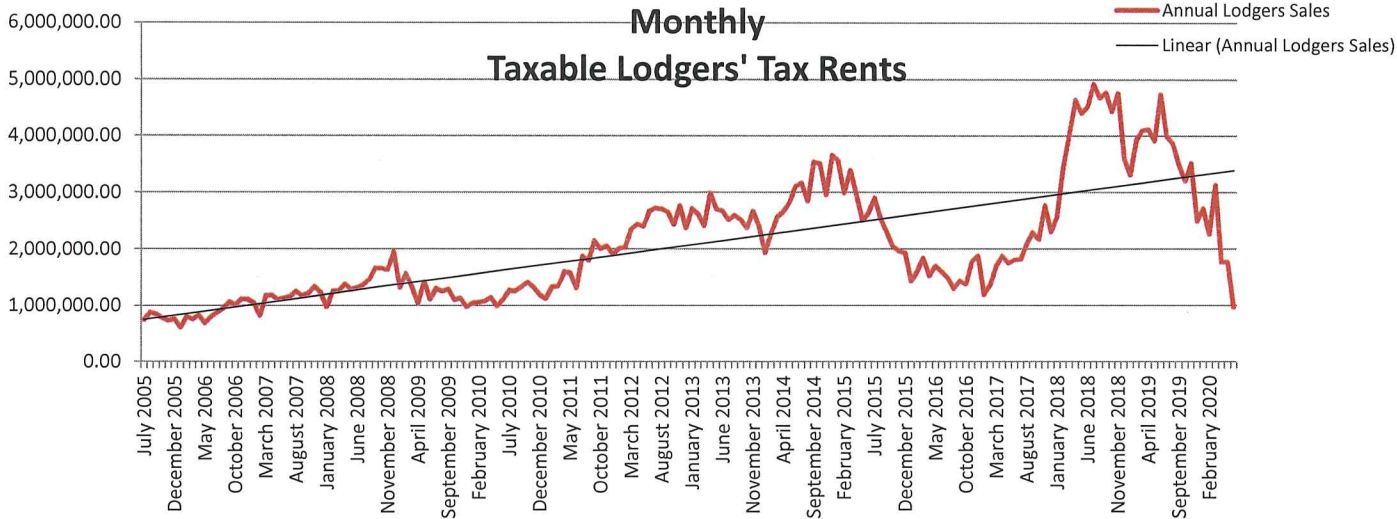
### Monthly Lodgers' Tax Collection



### Annual Taxable Lodgers' Tax Rents



### Monthly Taxable Lodgers' Tax Rents





**CITY OF HOBBS  
EVENT SUMMARIES  
6/30/2020**

**TOTAL  
AMOUNT**

19-7	HOBBS USSSA (PERMIAN BASIN MIDLAND)	4/16/2018	5,902.36
	NMJC - NMJCA OUTDOOR TRACK AND FIELD	10/15/2018	7,805.00
20-2	HOBBS CHAMBER OF COMMERCE - HOBBS AUGUST NITES	4/11/2019	73,816.10
20-3	HOBBS CHAMBER OF COMMERCE - HOBBS HOLIDAY TOURNEY	4/11/2019	13,685.93
20-4	HOBBS CHAMBER OF COMMERCE - FEBREWARY FESTIVAL	4/11/2019	
20-5	CINCO DE MAYO COMMITTEE	4/11/2019	
20-6	JUNETEENTH 2020	4/11/2019	4,900.00
20-7	HOBBS HISPANO CHAMBER OF COMMERCE - MARIACHI CHRISTMAS	4/11/2019	16,181.43
20-8	HOBBS HISPANO CHAMBER OF COMMERCE - SEPTIEMBRE	4/11/2019	18,804.72
20-9	HOBBS KENNEL CLUB	4/11/2019	2,149.84
20-10	SOUTHWEST SYMPHONY 2020	4/11/2019	67,406.01
20-11	UNITED WAY - 2ND ANNUAL BENEFIT CONCERT	4/11/2019	10,000.00
20-12	HOBBS USSSA	4/11/2019	36,500.00
20-13	PERMIAN BASIN USSSA	4/11/2019	141,503.72
20-14	WESTERN HERITAGE MUSEUM	4/11/2019	54,635.00
20-15	HOBBS QUARTERBACK CLUB 2020	4/11/2019	9,800.00
20-16	TUFF HEDEMAN CHAMPIONSHIP BULL RIDING 2020	4/11/2019	20,000.00
20-17	CYCLE CITY PROMOTIONS - KICKER ARENACROSS/MONSTER	4/11/2019	49,942.81
19-18	CITY OF HOBBS - FIREFIGHTER CHALLENGE	1/9/2019	28,322.48
20-18	ROCKWIND COMMUNITY LINKS - 2020	4/11/2019	62,675.91
20-19	C.O.R.E - 2020 - MARKETING	4/11/2019	72,766.13
20-20	C.O.R.E - 2020 - OPERATING	4/11/2019	500,000.00
20-21	CITY OF HOBBS - NM PARKS ASSOCIATION STATE CONF	4/11/2019	13,420.79
20-25	CITY OF HOBBS - SLAM AND JAM	10/9/2019	7,926.98
20-26	CITY OF HOBBS - HOBBS TREE LIGHTING	10/9/2019	14,645.80
20-22	LEA COUNTY EVENT CENTER - FAIR AND RODEO - 2020	4/11/2019	107,378.30
	CITY OF HOBBS POLICE, FIRE, SANITATION	4/11/2019	248,933.03
20-23	EDC - 2020 AIRLINE SUBSIDY (Marketing)	4/11/2019	521,909.76

**TOTAL**

**2,111,012.10**





# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 20, 2020

**SUBJECT:** Resolution adopting the Fiscal Year 2020-2021 Final Budget  
**DEPT. OF ORIGIN:** Finance Department  
**DATE SUBMITTED:** July 13, 2020  
**SUBMITTED BY:** Deborah Corral, Assistant Finance Director

**Summary:**

The Preliminary FY 2020-2021 budget for the City of Hobbs was approved on May 15, 2020. Presented here is the Final Budget which incorporates into that preliminary budget, the ending cash balance as of June 30, 2020. This budget also incorporates carryovers (items budgeted in the 2019-2020 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, 2020.

**Attachments:**

- Budgeted Cash Balances
- Budgeted Carryovers and Enhancements
- Resolution approving Budget Adjustment for the fiscal year 2020-2021

**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. 6956

BUDGETARY ADJUSTMENT  
FISCAL YEAR 2020-2021

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 2020-2021 preliminary budget.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the items of the 2020-2021 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 20<sup>th</sup> day of July, 2020.

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

ATTEST:

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

**City of Hobbs Final Budget  
FY21 Fund Summary**

	Beginning Cash from 06/30/20	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash
001 GENERAL	91,426,513.57	51,266,642.99	(7,904,073.00)	91,947,483.26	42,841,600.30
002 LAND ACQUISITION	349,146.16	100,000.00	-	100,000.00	349,146.16
<b>General Fund Subtotal</b>	<b>91,775,659.73</b>	<b>51,366,642.99</b>	<b>(7,904,073.00)</b>	<b>92,047,483.26</b>	<b>43,190,746.46</b>
110 LOCAL GOV CORR	856,783.06	210,600.00	-	156,049.09	911,333.97
120 POLICE PROTECTION	63,885.81	80,400.00	-	144,285.81	-
130 P D N (parif, drug, narcotics)	1,918.75	-	-	-	1,918.75
150 COPS GRANT	1,000.00	539,558.92	-	422,358.31	118,200.61
160 RECREATION (CORE)	585,453.07	1,974,494.00	3,184,661.86	5,131,865.74	612,743.19
170 OLDER AMERICAN	1,000.00	140,146.00	955,003.77	1,094,249.77	1,900.00
180 GOLF	1,000.00	548,120.00	3,183,270.18	3,731,390.18	1,000.00
190 CEMETERY	14,477.08	164,600.00	535,444.69	713,521.77	1,000.00
200 AIRPORT	273,054.13	37,800.00	-	57,500.00	253,354.13
210 Legislative Appropriations	-	2,300,000.00	-	2,300,000.00	-
230 LODGERS' TAX	1,826,158.69	627,100.00	(954,307.50)	883,330.00	615,621.19
270 PUBLIC TRANSPORTATION	32,975.73	1,480,066.38	-	1,141,067.02	371,975.09
280 FIRE PROTECTION	604,904.69	505,200.00	-	709,277.90	400,826.79
290 EMER MEDICAL SERV	202.82	20,000.00	-	20,000.00	202.82
<b>Special Revenue Subtotals</b>	<b>4,262,813.83</b>	<b>8,628,085.30</b>	<b>6,904,073.00</b>	<b>16,504,895.59</b>	<b>3,290,076.54</b>
370 COMM DEVE CONST	186,193.20	-	-	150,000.00	36,193.20
460 BEAUTIFICATION IMPROVEMENT	1,538,849.89	-	-	-	1,538,849.89
480 STREET IMPROVEMENTS	3,414,077.71	1,109,333.33	-	2,424,219.65	2,099,191.39
490 CITY COMM. IMPROVEMENTS	5,622,342.68	2,531,551.00	(5,541,819.74)	67,000.00	2,545,073.94
<b>Capitol Project Subtotals</b>	<b>10,761,463.48</b>	<b>3,640,884.33</b>	<b>(5,541,819.74)</b>	<b>2,641,219.65</b>	<b>6,219,308.42</b>
510 UTILITY BOND	-	-	307,004.92	307,004.92	-
530 WASTEWATER BOND	1,989,842.96	-	2,442,796.68	2,442,796.68	1,989,842.96
<b>Debt Service Subtotals</b>	<b>1,989,842.96</b>	<b>-</b>	<b>2,749,801.60</b>	<b>2,749,801.60</b>	<b>1,989,842.96</b>
100 SOLID WASTE	2,484,591.03	6,950,000.04	-	6,950,000.04	2,484,591.03
440 JOINT UTILITY EXTENSIONS CAPITAL PROJEC	1,000.00	680,677.98	5,541,819.74	6,222,497.72	1,000.00
600 JOINT UTILITY	1,000.00	-	6,609,874.23	6,609,874.23	1,000.00
610 JOINT UTILITY CONST	1,000.00	-	2,769,526.01	2,769,526.01	1,000.00
620 WASTE WATER PLANT CONST	7,957,145.56	145,380.16	547,330.18	8,648,855.90	1,000.00
630 JOINT UTILITY - WASTEWATER	1,000.00	-	4,414,165.22	4,414,165.22	1,000.00
650 JOINT UTILITY INCOME - WASTEWATER	5,840,103.73	8,595,743.00	(7,404,292.08)	34,000.00	6,997,554.65
660 JOINT UTILITY INCOME	4,898,581.14	8,265,200.00	(9,686,405.16)	-	3,477,375.98
680 METER DEPOSIT RES	1,118,043.91	450,000.00	-	450,000.00	1,118,043.91
690 INTERNAL SUPPLY	43,966.87	225,000.00	-	225,000.00	43,966.87
<b>Utility Subtotals</b>	<b>22,346,432.24</b>	<b>25,312,001.18</b>	<b>2,792,018.14</b>	<b>36,323,919.12</b>	<b>14,126,532.44</b>
640 MEDICAL INSURANCE	3,793,491.45	7,584,055.00	-	7,639,055.00	3,738,491.45
670 WORKERS COMP TRUST	1,142,028.21	711,630.00	-	711,630.00	1,142,028.21
740 INSURANCE - RISK	1,876,630.31	2,060,788.87	1,000,000.00	1,585,788.87	3,351,630.31
<b>Internal Service Subtotal</b>	<b>6,812,149.97</b>	<b>10,356,473.87</b>	<b>1,000,000.00</b>	<b>9,936,473.87</b>	<b>8,232,149.97</b>
700 MOTOR VEHICLE	17,511.25	6,000,000.00	-	6,000,000.00	17,511.25
710 MUNI JUDGE BOND FUND	105,852.84	-	-	-	105,852.84
720 RETIREE HEALTH INSURANCE TRUST FUND	9,000,000.00	1,032,356.00	-	1,032,356.00	9,000,000.00
730 CRIME LAB FUND	73,717.55	88,500.00	-	88,500.00	73,717.55
750 FORECLOSURE TRUST FUND	71.88	-	-	-	71.88
760 RECREATION TRUST	-	-	-	-	-
770 LIBRARY TRUST	6,019.48	1,500.00	-	1,500.00	6,019.48
780 SENIOR CITIZEN TRUST	3,319.94	3,000.00	-	3,000.00	3,319.94
790 PRAIRIE HAVEN MEM	5,826.98	55.00	-	-	5,881.98
800 COMMUNITY PARK TRUST	1,558.61	18.00	-	-	1,576.61
820 EVIDENCE TRUST FUND	220,886.46	5,000.00	-	-	225,886.46
830 HOBBS BEAUTIFUL	19,971.41	5,000.00	-	6,250.00	18,721.41
860 CITY AGENCY TRUST	2,512.43	1,000.00	-	1,000.00	2,512.43
<b>Trust &amp; Agency Subtotals</b>	<b>9,457,248.83</b>	<b>7,136,429.00</b>	<b>-</b>	<b>7,132,606.00</b>	<b>9,461,071.83</b>
<b>Grant Total All Funds</b>	<b>147,405,611.04</b>	<b>106,440,516.67</b>	<b>-</b>	<b>167,336,399.09</b>	<b>86,509,728.62</b>
		5,750,045.06		52,421,124.39	

47%



Expense													Final Budget Expense	Comments/Notes
FUND	ORG	OBJ	PROJECT	ACCOUNT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE	AVAILABLE BUDGET	New Money			
001	010100	44901	00292	001-0100-010-44901-00292	HMS CTE (VOCATIONAL SCHOOL)	-	10,000,000.00	-	-	10,000,000.00		10,000,000.00		
620	624062	44901	00097	620-4062-080-44901-00097	SEWER LINE REPLACEMENT	192,000.00	6,691,282.47	55,916.83	58,902.37	6,576,463.27		6,635,365.64		
001	010321	44901	00186	001-0321-050-44901-00186	BASEBALL COMPLEX	4,278,000.00	4,281,487.56	-	-	4,281,487.56		4,281,487.56		
440	444044	44901	00289	440-4044-080-44901-00289	WEST HOBBS WATER/SEWER EXT.	1,100,000.00	1,100,000.00	184,959.87	82,181.41	832,858.72	2,484,959.87	3,400,000.00		
001	010100	44901	00169	001-0100-010-44901-00169	AFFORDABLE HOUSING	1,500,000.00	3,015,429.00	59,996.00	1,810,004.00	1,145,429.00		2,955,433.00		
440	444044	44901	00073	440-4044-080-44901-00073	JT UTIL EXTENSION	1,000,000.00	2,249,363.47	226,865.75	-	2,022,497.72		2,022,497.72		
001	010423	44901	00148	001-0423-070-44901-00148	PAVING REHABILITATION	1,750,000.00	2,645,471.08	834,153.36	780,985.40	1,030,332.32		1,811,317.72		
001	010412	44901	00260	001-0412-060-44901-00260	CITYWIDE NETWORK	-	2,474,768.14	-	-	2,474,768.14		1,200,000.00	cut per meeting with dept.	
001	010100	44901	00170	001-0100-010-44901-00170	HOUSING INCENTIVE (SF HOUSING)	1,500,000.00	2,328,091.00	1,476,340.00	808,891.00	42,860.00	157,140.00	1,008,891.00		
610	614061	44901	00094	610-4061-080-44901-00094	WATERLINE REPLACEMENT	200,000.00	979,260.28	13,722.20	40,000.00	925,538.08		965,538.08		
001	010421	44901	00242	001-0421-070-44901-00242	BUILDING ROOF UPGRADES	-	726,637.50	7,225.78	77,226.72	642,185.00	177,815.00	897,226.72	new money for roofing bid on agenda 07/06/20	
440	444044	44901	00200	440-4044-080-44901-00200	HWLC (INFR/UTIL)	-	1,448,375.69	270,543.73	157,374.58	1,020,457.38		800,000.00	PER DEPT REQUEST	
001	010410	44901	00224	001-0410-060-44901-00224	CENTRAL/GRIMES/JHB INTER. IMP	-	775,000.00	-	-	775,000.00		775,000.00		
001	010100	44901	00281	001-0100-010-44901-00281	MEMORIAL FOR VETERANS	250,000.00	712,500.00	59,420.67	14,563.10	638,516.23		653,079.33		
610	614061	44901	00091	610-4061-080-44901-00091	AUTOMATED METER READING SYS	500,000.00	500,000.00	496,399.85	-	3,600.15	1,123,682.00	614,483.89	added budget from deferred projects	
001	010421	44901	00279	001-0421-070-44901-00279	SECURITY UPGRADES - CITYWIDE	-	584,490.00	-	50,778.66	533,711.34		584,490.00		
620	624062	44901	00248	620-4062-080-44901-00248	MANHOLE REHAB PROJECT	500,000.00	573,682.00	-	-	573,682.00		573,682.00		
480	484048	44901	00178	480-4048-060-44901-00178	WEST BENDER IMPROVEMENTS	-	558,228.00	594.81	58,736.44	498,896.75		557,633.19		
480	484048	44901	00179	480-4048-060-44901-00179	COLLEGE LANE INTERSECTION	-	550,000.00	-	-	550,000.00		550,000.00		
001	010410	44901	00160	001-0410-060-44901-00160	DRAINAGE MASTER PLAN	-	596,440.00	109,586.98	-	486,853.02		486,853.02		
001	010423	44901	00288	001-0423-070-44901-00288	DRAINAGE IMPROVEMENTS	500,000.00	500,000.00	16,021.50	16,270.06	467,708.44		483,978.50		
480	484048	44901	00046	480-4048-060-44901-00046	MISC. STREET/DRAINAGE IMPS.	-	499,342.73	98,563.28	110,437.23	290,342.22		400,779.45		
001	010100	44901	00162	001-0100-010-44901-00162	MKT RATE INCENTIVE(MF HOUSING)	200,000.00	362,000.00	-	-	362,000.00	38,000.00	400,000.00		
001	010335	43006	00168	001-0335-050-43006-00168	HEIZER/HUMBLE ENHANCEMENTS	400,000.00	400,000.00	-	37,335.85	362,664.15		400,000.00	carried over for study	
480	484048	44901	00295	480-4048-060-44901-00295	DAL PASO MAP GRANT	-	350,000.00	-	-	350,000.00		350,000.00		
001	010145	42701		001-0145-020-42701-	COMPUTER/COMP EQUIPMENT	445,400.00	579,692.23	262,434.52	-	317,257.71		317,257.71	Op - per dept email request	
610	614061	44901	00287	610-4061-080-44901-00287	BPS & WATERWELL METER RPLCMNT	550,000.00	550,000.00	235,941.93	107,122.31	206,935.76		314,058.07		
001	010320	44901	00293	001-0320-050-44901-00293	SCOREBOARD PROJECT	-	300,000.00	-	-	300,000.00		300,000.00		
480	484048	44901	00244	480-4048-060-44901-00244	RR CROSSING IMPROVEMENTS	-	295,047.32	-	-	295,047.32		295,047.32		
001	010220	43014		001-0220-040-43014-	PUBLIC SAFETY EQUIPMENT	-	270,000.00	-	267,469.20	2,530.80		270,000.00		
001	010202	43003		001-0202-030-43003-	VEHICLE REPLACEMENT	560,000.00	864,074.03	853,920.58	2,068.67	8,084.78	18,119.08	266,735.51	reclass of equipment over for patrol	
480	484048	44901	00284	480-4048-060-44901-00284	TRAFFIC SIGNAL COOP - HAWK SYS	-	387,662.20	132,556.51	236,986.61	18,119.08		255,105.69		
001	010100	44901	00291	001-0100-010-44901-00291	HOBBS BRANDING PROJECT	-	250,000.00	-	-	250,000.00		250,000.00	Lodgers' Tax award - carried over	
001	010201	44901	00209	001-0201-030-44901-00209	EVIDENTIARY VEH STORAGE/PROCES	-	250,000.00	-	-	250,000.00		250,000.00		
001	010421	44901	00245	001-0421-070-44901-00245	GENERATORS	750,000.00	750,000.00	-	-	750,000.00		250,000.00	reduced scope	
001	010335	44901	00176	001-0335-050-44901-00176	SPLASH PADS	150,000.00	200,000.00	6,368.96	37,607.14	156,023.90	20,000.00	213,631.04	upgrades to washington park splash pads	
160	164016	44901	00228	160-4016-010-44901-00228	HWLC (CONSTRUCTION)	-	2,252,495.16	548,015.45	138,314.03	1,566,165.68		208,314.03		
620	624062	44901	00286	620-4062-080-44901-00286	CENTRIFUGE UNIT #1 REFURBISH	200,000.00	200,000.00	-	-	200,000.00		200,000.00		
620	624062	44901	00259	620-4062-080-44901-00259	GROUNDWATER REMEDIATION	-	200,000.00	4,272.50	-	195,727.50		195,727.50		
001	010140	42601		001-0140-020-42601-	PROFESSIONAL SERVICES	30,000.00	272,403.94	79,676.46	16,006.22	176,721.26		192,727.48	carryover for software upgrades	
001	010100	44901	00054	001-0100-010-44901-00054	PUBLIC ARTS INITIATIVE	-	188,472.00	-	-	188,472.00		188,472.00		
610	614061	44901	00249	610-4061-080-44901-00249	WATER SCADA PROJECT	-	595,701.71	426,456.41	110,081.22	59,164.08		169,245.30		
001	010420	43006		001-0420-070-43006-	EQUIPMENT OVER 5000	240,000.00	240,000.00	78,470.00	-	161,530.00		161,530.00	carports	
001	010202	41101		001-0202-030-41101-	SALARIES - CERTIFIED	-	-	-	-	-	157,885.52	157,885.52	5% increase per HPD CBA	
001	010100	44901	00100	001-0100-010-44901-00100	COMPREHENSIVE PLAN	150,000.00	150,000.00	-	-	150,000.00		150,000.00		
001	010320	44901	00247	001-0320-050-44901-00247	SECURITY EQUIPMENT PROJECT	-	94,121.70	93,517.47	-	604.23	150,000.00	150,000.00	new money requested for camera	
370	374037	44901	00232	370-4037-060-44901-00232	NEW CDBG PROJECT	-	150,000.00	-	22,818.68	127,181.32		150,000.00		
001	010320	44901		001-0320-050-44901-	CAPITAL PROJECTS	50,000.00	150,000.00	4,886.13	40,817.33	104,296.54		145,113.87	Brown park	
620	624062	44901	00096	620-4062-080-44901-00096	REFURBISH LIFT STATION	150,000.00	359,295.99	221,450.98	-	137,845.01		137,845.01		
001	010423	43006		001-0423-070-43006-	EQUIPMENT OVER 5000	190,000.00	318,534.67	192,162.00	126,372.67	-		126,372.67		
001	010412	43003		001-0412-060-43003-	VEHICLE REPLACEMENT	-	125,200.00	-	124,530.07	669.93		125,200.00	bucket truck	
001	010421	44901	00285	001-0421-070-44901-00285	HVAC REPLACEMENT PROJECT	75,000.00	75,000.00	20,231.26	42,180.00	12,588.74	62,411.26	117,180.00	additional and repl. Units	

Expense													
FUND	ORG	OBJ	PROJECT	ACCOUNT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE	AVAILABLE BUDGET	New Money	Final Budget Expense	Comments/Notes
001	010320	43011		001-0320-050-43011-	LAND IMPROVEMENTS	25,000.00	125,000.00	8,359.90	10,918.21	105,721.89		116,640.10	
180	184315	44901	00164	180-4315-010-44901-00164	GOLF COURSE RENOVATION	-	105,000.00	-	-	105,000.00		105,000.00	
001	010343	43006		001-0343-010-43006-	EQUIP OVER 5000.00	-	135,000.00	30,708.59	-	104,291.41		104,291.41	
160	164016	42357	00246	160-4016-010-42357-00246	LODGERS TAX ADVERTISING	129,350.00	129,350.00	72,366.13	6,492.27	50,491.60	103,862.50	103,862.50	new fy21 lodgers' tax award (pending appro
001	010100	44901	00296	001-0100-010-44901-00296	INFRASTRUCTURE DEVELOPMENT	-	100,000.00	-	-	100,000.00		100,000.00	"FAIR SHARE DEV. AGREEMENTS"
180	184315	43006		180-4315-010-43006-	EQUIP OVER 5000.00	270,000.00	270,000.00	138,725.39	-	131,274.61		100,000.00	
280	284028	43006		280-4028-040-43006-	EQUIPMENT OVER 5000	12,250.00	105,921.90	6,070.00	82,803.00	17,048.90		99,851.90	
620	624062	44901	00205	620-4062-080-44901-00205	DIGESTER PROJECT	-	2,857,162.10	2,757,367.54	90,294.52	9,500.04		99,794.56	
190	194019	43011		190-4019-050-43011-	LAND IMPROVEMENTS	-	218,359.34	-	96,611.02	121,748.32		96,611.02	Proj 00300 paid for from 43011 instead of
620	624062	43013		620-4062-080-43013-	BUILDING IMPROVEMENTS	-	100,000.00	8,545.00	1,457.17	89,997.83		91,455.00	
610	614061	44901	00107	610-4061-080-44901-00107	WATER DEVELOPMENT/40 YR PLAN	-	123,055.32	32,854.65	9,270.16	80,930.51		90,200.67	
001	010145	43001		001-0145-020-43001-	COMPUTER/COMP EQUIPMENT OVER 5	50,000.00	116,726.21	28,762.49	12,285.00	75,678.72		87,963.72	
160	164016	44901	00200	160-4016-010-44901-00200	HWLC (DESIGN)	-	472,610.97	47,588.63	84,071.92	340,950.42		84,071.92	
270	274027	43008		270-4027-010-43008-	IMPROVEMENTS/RENOVATIONS	-	82,103.00	-	-	82,103.00		82,103.00	from fy20 - paving project
001	010326	42501		001-0326-050-42501-	BUILDING AND GROUNDS	50,000.00	143,000.00	55,623.75	8,815.71	78,560.54		80,000.00	for electrical repairs at McAdams
620	624062	44901	00037	620-4062-080-44901-00037	WWTP PLANT TREATMENT/ EXPANSIO	-	157,915.00	78,219.79	7,909.24	71,785.97		79,695.21	
001	010145	43006		001-0145-020-43006-	EQUIPMENT OVER 5000	32,000.00	85,123.77	8,796.01	-	76,327.76		76,327.76	
001	010100	42601		001-0100-010-42601-	PROFESSIONAL SERVICES	1,690,773.00	1,690,773.00	664,353.13	662,696.20	363,723.67		76,000.00	carryover \$60,000 EDC; \$16,000 Hispano



Revenue													
FUND	ORG	OBJ	PROJECT	ACCOUNT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE	AVAILABLE BUDGET	New Money	Final Budget Revenue	Comments/Notes
001	019999	30101		001-9999-000-30101-	PROPERTY TAX						(199,051.00)	(199,051.00)	to bring property tax to new valuation
001	019999	30105		001-9999-000-30105-	OIL & GAS PRODUCTION						(209,880.00)	(209,880.00)	to bring property tax to new valuation
001	019999	30106		001-9999-000-30106-	OIL & GAS EQUIPMENT						(31,903.00)	(31,903.00)	to bring property tax to new valuation
001	019999	30108		001-9999-000-30108-	GROSS RECEIPTS - HB6 DISTRIB.						(313,200.00)	(313,200.00)	HB 6 enhancement beginning Sept 2020
001	019999	30109		001-9999-000-30109-	GROSS RECEIPTS 1.25%						(1,300,000.00)	(1,300,000.00)	to increase GRT projection to \$40,000,000
001	019999	30309		001-9999-000-30309-	GROSS RECEIPTS TAX-1.225%						(1,300,000.00)	(1,300,000.00)	to increase GRT projection to \$40,000,000
001	019999	30413		001-9999-000-30413-	LEA COUNTY APPROPRIATION	(325,084.08)	(325,084.08)	(1,250,000.00)			625,000.00	625,000.00	reducing FY21 budget to \$0 - Lea County prepaid the FY21 appropriation in FY20
001	019999	30414		001-9999-000-30414-	UTILITY PAYMENTS - CITY HALL	(19,000.00)	(19,000.00)	(28,202.58)	-	9,202.58	11,000.00	11,000.00	reducing the FY21 budget by \$11,000 to reflect prepayment by Lea County for Utilities at the DA Office
001	019999	30437		001-9999-000-30437-	LEASE PAYMENTS - GENERAL	(150,000.00)	(150,000.00)	(190,750.00)	-	40,750.00	49,000.00	49,000.00	reducing the FY21 budget by \$49,000 to reflect prepayment by Lea County for 7 months rent at the DA Office
001	019999	30702	00126	001-9999-000-30702-00126	JAG GRANT	-	(19,720.00)	(19,720.00)	-	-	-	-	
001	019999	30702	00305	001-9999-000-30702-00305	HPD Coronavirus Emerg. Supp. Grant						(63,537.00)	(63,537.00)	New award for PPE - Federal Grant
001	019999	30708	00213	001-9999-000-30708-00213	CITY PARK PROJECT	-	(1,053,452.82)	(628,015.10)	-	(425,437.72)	-	(350,000.00)	receivable from HMS only
001	019999	30712		001-9999-000-30712-	GRANT-BULLETPROOF VESTS	(7,500.00)	(16,398.10)	(9,370.12)	-	(7,027.98)	-	(7,027.98)	
001	019999	30715		001-9999-000-30715-	LIBRARY GRANT	(7,500.00)	(42,680.17)	(42,289.63)	-	(390.54)	-	(390.54)	
001	019999	30718	00299	001-9999-000-30718-00299	LEG. APPROP. - YOUTH MENTORING	-	(50,000.00)	-	-	(50,000.00)	-	(50,000.00)	
001	019999	30719		001-9999-000-30719-	STATE GRANTS-ODWI AND OBD	(20,000.00)	(37,199.60)	(12,854.83)	-	(24,344.77)	-	(24,344.77)	
<b>001 Total</b>												<b>(3,164,334.29)</b>	
120	129999	30724		120-9999-000-30724-	LEP GRANT						600.00	600.00	to reduce LEPF to awarded amt of \$80,400
<b>120 Total</b>												<b>600.00</b>	
150	159999	30702		150-9999-000-30702-	FEDERAL GRANTS	-	(85,525.04)	(24,700.30)	-	(60,824.74)	(19,250.00)	(80,074.74)	
150	159999	30702	04115	150-9999-000-30702-04115	COPS GRANT (2)	(250,000.00)	(582,348.33)	(122,864.15)	-	(459,484.18)	-	(459,484.18)	
<b>150 Total</b>												<b>(539,558.92)</b>	
160	169999	30708	00254	160-9999-000-30708-00254	ART FOR CORE (1)	-	(75,000.00)	(34,451.80)	-	(40,548.20)	-	-	no further reimbursements expected
<b>160 Total</b>												<b>-</b>	
230	239999	30110		230-9999-000-30110-	LODGERS TAX						200,000.00	200,000.00	to reduce Lodgers' Tax to \$600,000
<b>230 Total</b>												<b>200,000.00</b>	
270	279999	30729		270-9999-000-30729-	FED/ST FUNDING 27	(685,502.00)	(1,183,669.99)	(592,647.19)	-	(591,022.80)	(166,043.58)	(757,066.38)	Carryover prior year budget plus FY21 adjustment to prelim budget based on new award with CARES act included
<b>270 Total</b>												<b>(757,066.38)</b>	
440	449999	30738	00289	440-9999-000-30738-00289	WEST HOBBS WATER/SEWER EXT.	(750,000.00)	(750,000.00)	(69,322.02)	-	(680,677.98)	-	(680,677.98)	
<b>440 Total</b>												<b>(680,677.98)</b>	
480	489999	30701	00284	480-9999-000-30701-00284	TRAFFIC SIGNAL COOP - HAWK SYS	-	(209,333.33)	-	-	(209,333.33)	-	(209,333.33)	
480	489999	30701	00295	480-9999-000-30701-00295	DAL PASO MAP GRANT	-	(200,000.00)	-	-	(200,000.00)	-	(200,000.00)	
<b>480 Total</b>												<b>(409,333.33)</b>	
490	499999	30111		490-9999-000-30111-	GROSS RECEIPTS .125%						(164,551.00)	(164,551.00)	increase to GRT projection
<b>490 Total</b>												<b>(164,551.00)</b>	
620	629999	30701	00097	620-9999-000-30701-00097	SEWER LINE REPLACEMENT	(192,000.00)	(192,000.00)	(46,619.84)	-	(145,380.16)	-	(145,380.16)	
620	629999	30701	00192	620-9999-000-30701-00192	EFFLUENT WATER PROJECT 2014	-	(726,239.86)	-	-	(726,239.86)	-	-	
<b>620 Total</b>												<b>(145,380.16)</b>	
650	659999	30112		650-9999-000-30112-	GROSS RECEIPTS .0625%						(84,743.00)	(84,743.00)	increase to GRT projection
<b>650 Total</b>												<b>(84,743.00)</b>	
830	839999	30752		830-9999-000-30752-	STATE GRANT REVENUE						5,000.00	(5,000.00)	Hobbs Beautiful Grant
<b>830 Total</b>												<b>(5,000.00)</b>	
<b>Grand Total</b>												<b>(5,750,045.06)</b>	

<b>Interfund Transfers</b>													
FUND	ORG	OBJ	PROJECT	ACCOUNT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE	AVAILABLE BUDGET	New Money	Final Budget Revenue	Comments/Notes
001	019999	30804		001-9999-000-30804-	TRANSFER TO - 18	2,795,229.09	3,426,845.61	1,889,132.43	-	1,537,713.18	270,546.67	270,546.67	final budget transfer
001	019999	30805		001-9999-000-30805-	TRANSFER TO - 19	294,508.66	531,456.88	110,119.43	-	421,337.45	99,483.94	99,483.94	final budget transfer
001	019999	30895		001-9999-000-30895-	TRANSFER TO 74	-	2,000,000.00	485,059.97	-	1,514,940.03	1,000,000.00	1,000,000.00	final budget transfer
001	019999	30828		001-9999-000-30828-	TRANSFER FROM - 23	(313,825.00)	(891,762.48)	(271,389.07)	-	(620,373.41)	(285,345.00)	(285,345.00)	final budget transfer
160	169999	30828		160-9999-000-30828-	TRANSFER FROM - 23	(629,350.00)	(629,350.00)	(427,969.21)	-	(201,380.79)	(603,862.50)	(603,862.50)	final budget transfer
180	189999	30828		180-9999-000-30828-	TRANSFER FROM - 23	(88,675.00)	(88,675.00)	(49,834.17)	-	(38,840.83)	(65,100.00)	(65,100.00)	final budget transfer
180	189999	30831		180-9999-000-30831-	TRANSFER FROM - 1	-	-	-	-	-	(270,546.67)	(270,546.67)	final budget transfer
190	199999	30832		190-9999-000-30832-	TRANSFER FROM - 1	(294,508.66)	(531,456.88)	(110,119.43)	-	(421,337.45)	(99,483.94)	(99,483.94)	final budget transfer
230	239999	30804		230-9999-000-30804-	TRANSFER TO - 18	88,675.00	93,975.00	49,834.17	-	44,140.83	65,100.00	65,100.00	final budget transfer
230	239999	30815		230-9999-000-30815-	TRANSFER TO - 1	313,825.00	886,462.48	271,389.07	-	615,073.41	285,345.00	285,345.00	final budget transfer
230	239999	30890		230-9999-000-30890-	TRANSFER TO 16	629,350.00	629,350.00	427,969.21	-	201,380.79	603,862.50	603,862.50	final budget transfer
440	449999	30843		440-9999-000-30843-	TRANSFER FROM - 49	(1,350,001.51)	(3,491,328.25)	(170,134.90)	-	(3,321,193.35)	(5,541,819.74)	(5,541,819.74)	final budget transfer
490	499999	30868		490-9999-000-30868-	TRANSFER TO - 44	1,350,001.51	3,491,328.25	170,134.90	-	3,321,193.35	5,541,819.74	5,541,819.74	final budget transfer
600	609999	30845		600-9999-000-30845-	TRANSFER FROM - 66	(5,224,867.85)	(6,703,314.72)	(3,422,452.66)	-	(3,280,862.06)	(916,978.03)	(916,978.03)	final budget transfer
610	619999	30846		610-9999-000-30846-	TRANSFER FROM - 66	(1,575,000.00)	(3,448,353.05)	(950,399.78)	-	(2,497,953.27)	(1,503,526.01)	(1,503,526.01)	final budget transfer
660	669999	30824		660-9999-000-30824-	TRANSFER TO - 60	5,224,867.85	6,703,314.72	3,422,452.66	-	3,280,862.06	916,978.03	916,978.03	final budget transfer
660	669999	30825		660-9999-000-30825-	TRANSFER TO - 61	1,575,000.00	3,448,353.05	950,399.78	-	2,497,953.27	1,503,526.01	1,503,526.01	final budget transfer
620	629999	30847		620-9999-000-30847-	TRANSFER FROM - 65	-	-	-	-	-	(131,266.47)	(131,266.47)	final budget transfer
630	639999	30844		630-9999-000-30844-	TRANSFER FROM - 65	(4,890,814.53)	(7,550,339.70)	(2,400,341.58)	-	(5,149,998.12)	(3,447,423.44)	(3,447,423.44)	final budget transfer
650	659999	30821		650-9999-000-30821-	TRANSFER TO - 62	-	-	-	-	-	131,266.47	131,266.47	final budget transfer
650	659999	30822		650-9999-000-30822-	TRANSFER TO - 63	4,890,814.53	7,550,339.70	2,400,341.58	-	5,149,998.12	3,447,423.44	3,447,423.44	final budget transfer
740	749999	30851		740-9999-000-30851-	TRANSFER FROM 1	-	(2,000,000.00)	(485,059.97)	-	(1,514,940.03)	(1,000,000.00)	(1,000,000.00)	final budget transfer
<b>Grand Total</b>												-	



Expense													
FUND	ORG	OBJ	PROJEC T	ACCOUNT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE	AVAILABLE BUDGET	New Money	Final Budget Expense	Comments/Notes
001	010100	44901	00054	001-0100-010-44901-00054	PUBLIC ARTS INITIATIVE	-	188,472.00	-	-	188,472.00		188,472.00	
001	010100	42203		001-0100-010-42203-	DUES AND SUBSCRIPTIONS	50,132.00	65,132.00	62,732.00	-	2,400.00	15,000.00	15,000.00	for NMML dues increase
001	010100	42541		001-0100-010-42541-	SPECIAL PROJECTS	224,000.00	224,000.00	219,625.00	19,250.00	(14,875.00)		3,750.00	carryover \$2500 Isiah's Kitchen; \$1250 Southwest Symphony
001	010100	42601		001-0100-010-42601-	PROFESSIONAL SERVICES	1,690,773.00	1,690,773.00	664,353.13	662,696.20	363,723.67		76,000.00	carryover \$60,000 EDC; \$16,000 Hispano Chamber
001	010100	42602		001-0100-010-42602-	DRUG ALLIANCE	155,000.00	155,000.00	102,500.00	52,500.00	-		52,500.00	carryover CDC
001	010100	44901	00100	001-0100-010-44901-00100	COMPREHENSIVE PLAN	150,000.00	150,000.00	-	-	150,000.00		150,000.00	
001	010100	44901	00162	001-0100-010-44901-00162	MKT RATE INCENTIVE(MF HOUSING)	200,000.00	362,000.00	-	-	362,000.00	38,000.00	400,000.00	
001	010100	44901	00169	001-0100-010-44901-00169	AFFORDABLE HOUSING	1,500,000.00	3,015,429.00	59,996.00	1,810,004.00	1,145,429.00		2,955,433.00	
001	010100	44901	00170	001-0100-010-44901-00170	HOUSING INCENTIVE (SF HOUSING)	1,500,000.00	2,328,091.00	1,476,340.00	808,891.00	42,860.00	157,140.00	1,008,891.00	
001	010100	44901	00281	001-0100-010-44901-00281	MEMORIAL FOR VETERANS	250,000.00	712,500.00	59,420.67	14,563.10	638,516.23		653,079.33	
001	010100	44901	00291	001-0100-010-44901-00291	HOBBS BRANDING PROJECT	-	250,000.00	-	-	250,000.00		250,000.00	Lodgers' Tax award - carried over
001	010100	44901	00292	001-0100-010-44901-00292	HMS CTE (VOCATIONAL SCHOOL)	-	10,000,000.00	-	-	10,000,000.00		10,000,000.00	
001	010100	44901	00296	001-0100-010-44901-00296	INFRASTRUCTURE DEVELOPMENT	-	100,000.00	-	-	100,000.00		100,000.00	"FAIR SHARE DEV. AGREEMENTS"
001	010100	44901	00299	001-0100-010-44901-00299	LEG. APPROP. - YOUTH MENTORING	-	50,000.00	-	50,000.00	-		50,000.00	Boys and Girls Club pass thru
001	010125	44901	00290	001-0125-010-44901-00290	GATEWAY - WAYFINDING SIGNS	140,000.00	140,000.00	-	-	140,000.00		40,000.00	for repair of Hobbs signs
001	010130	41118		001-0130-010-41118-	EDUCATIONAL INCENTIVE	-	1,000.00	-	-	1,000.00		1,000.00	Carryover of Educational Incentive
001	010130	42601		001-0130-010-42601-	PROFESSIONAL SERVICES	17,000.00	17,000.00	-	7,533.00	9,467.00		7,533.00	Op - existing PO for IPRA software- email request from dept
001	010130	42707		001-0130-010-42707-	FURNITURE/APPLIANCE UNDER 5000	5,000.00	11,218.00	7,408.15	1,652.38	2,157.47		1,652.38	Op - existing PO for office furniture - email request from dept
001	010130	43001		001-0130-010-43001-	COMPUTER/COMP EQUIPMENT OVER 5	-	8,705.00	-	-	8,705.00		8,705.00	
001	010130	43006		001-0130-010-43006-	EQUIPMENT OVER 5000	-	8,000.00	-	-	8,000.00		8,000.00	
001	010140	42210		001-0140-020-42210-	SERVICE/MAINT. CONTRACT	183,050.00	183,050.00	178,686.40	4,160.87	202.73		4,160.87	
001	010140	42601		001-0140-020-42601-	PROFESSIONAL SERVICES	30,000.00	272,403.94	79,676.46	16,006.22	176,721.26		192,727.48	carryover for software upgrades
001	010145	41118		001-0145-020-41118-	EDUCATIONAL INCENTIVE	-	4,000.00	-	-	4,000.00		4,000.00	Carryover of Educational Incentive
001	010145	42601		001-0145-020-42601-	PROFESSIONAL SERVICES	25,000.00	97,000.00	35,992.00	-	61,008.00		61,008.00	Op - per dept email request
001	010145	42701		001-0145-020-42701-	COMPUTER/COMP EQUIPMENT	445,400.00	579,692.23	262,434.52	-	317,257.71		317,257.71	Op - per dept email request
001	010145	42706		001-0145-020-42706-	EQUIPMENT UNDER 5000.00	49,000.00	125,534.60	52,147.89	3,846.25	69,540.46		73,386.71	Op - per dept email request
001	010145	43001		001-0145-020-43001-	COMPUTER/COMP EQUIPMENT OVER 5	50,000.00	116,726.21	28,762.49	12,285.00	75,678.72		87,963.72	
001	010145	43006		001-0145-020-43006-	EQUIPMENT OVER 5000	32,000.00	85,123.77	8,796.01	-	76,327.76		76,327.76	
001	010160	41118		001-0160-010-41118-	EDUCATIONAL INCENTIVE	-	7,000.00	-	-	7,000.00		7,000.00	Carryover of Educational Incentive
001	010160	44901	00146	001-0160-010-44901-00146	COURT SOFTWARE	-	8,509.90	-	-	8,509.90		8,509.90	
001	010170	42313		001-0170-010-42313-	SAFETY EQUIPMENT	49,759.00	40,259.00	8,601.75	272.39	31,384.86		31,000.00	OP - per dept email request
001	010201	42305	00305	001-0201-030-42305-00305	HPD CORONAVIRUS EMERG. SUPP GRANT						63,537.00	63,537.00	New Grant Award for PPE - Federal Grant
001	010201	41118		001-0201-030-41118-	EDUCATIONAL INCENTIVE	-	6,000.00	-	-	6,000.00		6,000.00	Carryover of Educational Incentive
001	010201	42204		001-0201-030-42204-	UNIFORMS	85,000.00	85,000.00	57,914.62	8,788.52	18,296.86		8,788.52	Op - per dept email request
001	010201	42232		001-0201-030-42232-	SERVICE-JANITOR	35,000.00	35,000.00	31,435.03	2,857.73	707.24		2,857.73	Op - per dept email request
001	010201	43006		001-0201-030-43006-	EQUIPMENT OVER 5000	-	5,694.15	-	-	5,694.15		5,694.15	
001	010201	44901	00209	001-0201-030-44901-00209	EVIDENTIARY VEH STORAGE/PROCES	-	250,000.00	-	-	250,000.00		250,000.00	
001	010202	41101		001-0202-030-41101-	SALARIES - CERTIFIED						157,885.52	157,885.52	5% increase per HPD CBA
001	010202	41111		001-0202-030-41111-	FICA						12,078.24	12,078.24	5% increase per HPD CBA
001	010202	41112		001-0202-030-41112-	PERA						43,852.70	43,852.70	5% increase per HPD CBA
001	010202	41118		001-0202-030-41118-	EDUCATIONAL INCENTIVE	-	18,000.00	-	-	18,000.00		18,000.00	Carryover of Educational Incentive
001	010202	42316		001-0202-030-42316-	FIREARMS AMMUNITION TARGETS	40,000.00	40,000.00	38,074.13	1,091.00	834.87		1,091.00	Op - per dept email request
001	010202	42706		001-0202-030-42706-	EQUIPMENT UNDER 5000.00	10,000.00	10,000.00	9,286.81	61.77	651.42	10,000.00	10,000.00	for police visors
001	010202	43003		001-0202-030-43003-	VEHICLE REPLACEMENT	560,000.00	864,074.03	853,920.58	2,068.67	8,084.78	264,666.84	266,735.51	reclass of equipment over for patrol
001	010202	43006		001-0202-030-43006-	EQUIPMENT OVER 5000	60,000.00	401,599.05	114,819.07	22,113.14	264,666.84		22,113.14	
001	010203	41101		001-0203-030-41101-	SALARIES - CERTIFIED						27,751.36	27,751.36	5% increase per HPD CBA
001	010203	41111		001-0203-030-41111-	FICA						2,122.98	2,122.98	5% increase per HPD CBA
001	010203	41112		001-0203-030-41112-	PERA						7,707.94	7,707.94	5% increase per HPD CBA
001	010203	41118		001-0203-030-41118-	EDUCATIONAL INCENTIVE	-	18,000.00	-	-	18,000.00		18,000.00	Carryover of Educational Incentive
001	010203	42701		001-0203-030-42701-	COMPUTER/COMP EQUIPMENT	10,000.00	10,000.00	5,487.92	1,960.37	2,551.71		1,960.37	Op - per dept email request
001	010203	43001		001-0203-030-43001-	COMPUTER/COMP EQUIPMENT OVER 5	10,000.00	19,710.00	7,635.00	-	12,075.00		12,075.00	



Expense													
FUND	ORG	OBJ	PROJEC T	ACCOUNT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE	AVAILABLE BUDGET	New Money	Final Budget Expense	Comments/Notes
001	010203	43006		001-0203-030-43006-	EQUIPMENT OVER 5000	20,000.00	28,513.00	19,975.00	-	8,538.00		8,538.00	
001	010204	41101		001-0204-030-41101-	SALARIES - CERTIFIED						6,406.40	6,406.40	5% increase per HPD CBA
001	010204	41111		001-0204-030-41111-	FICA						490.09	490.09	5% increase per HPD CBA
001	010204	41112		001-0204-030-41112-	PERA						1,779.38	1,779.38	5% increase per HPD CBA
001	010204	41118		001-0204-030-41118-	EDUCATIONAL INCENTIVE	-	9,000.00	-	-	9,000.00		9,000.00	Carryover of Educational Incentive
001	010204	42210		001-0204-030-42210-	SERVICE/MAINT. CONTRACT	187,476.00	187,476.00	79,392.46	1,800.00	106,283.54		1,800.00	Op - per dept email request
001	010206	41101		001-0206-030-41101-	SALARIES - CERTIFIED						25,837.76	25,837.76	5% increase per HPD CBA
001	010206	41111		001-0206-030-41111-	FICA						1,976.59	1,976.59	5% increase per HPD CBA
001	010206	41112		001-0206-030-41112-	PERA						7,176.44	7,176.44	5% increase per HPD CBA
001	010206	42706		001-0206-030-42706-	EQUIPMENT UNDER 5000.00	10,000.00	10,000.00	3,513.22	751.16	5,735.62		751.16	Op - per dept email request
001	010207	41101		001-0207-030-41101-	SALARIES - CERTIFIED						6,479.20	6,479.20	5% increase per HPD CBA
001	010207	41111		001-0207-030-41111-	FICA						495.66	495.66	5% increase per HPD CBA
001	010207	41112		001-0207-030-41112-	PERA						1,799.60	1,799.60	5% increase per HPD CBA
001	010207	42210		001-0207-030-42210-	SERVICE/MAINT. CONTRACT	250,000.00	250,000.00	221,596.91	3,549.44	24,853.65		3,549.44	Op - per dept email request
001	010207	42601		001-0207-030-42601-	PROFESSIONAL SERVICES	60,000.00	60,000.00	28,057.64	27,358.96	4,583.40		27,358.96	Op - per dept email request (2019 Klein
001	010207	43006		001-0207-030-43006-	EQUIP OVER 5000.00	60,000.00	82,937.40	40,203.87	16,988.31	25,745.22		42,733.53	
001	010207	44901	00113	001-0207-030-44901-00113	EAGLE IC	-	43,098.68	37,687.41	-	5,411.27		-	close out project
001	010207	44901	00257	001-0207-030-44901-00257	HPD INTERNET NETWORK	-	438,875.92	407,195.93	25,894.12	5,785.87		31,679.99	
001	010220	41118		001-0220-040-41118-	EDUCATIONAL INCENTIVE	-	9,000.00	-	-	9,000.00		9,000.00	Carryover of Educational Incentive
001	010220	42204		001-0220-040-42204-	UNIFORMS	55,650.00	55,650.00	37,579.57	15,344.76	2,725.67		13,329.10	Op - per dept email request
001	010220	42305	00304	001-0220-040-42305-00304	SUPPLIES-MEDICAL - STIMULUS	-	59,609.05	21,835.78	18.00	37,755.27		37,773.27	Op - per dept email request
001	010220	42411		001-0220-040-42411-	MAINT. OF UNIFORMS & EQUIP	102,300.00	102,300.00	77,067.50	25,872.10	(639.60)		25,232.50	Op - per dept email request (reduced - acct in negative)
001	010220	42635		001-0220-040-42635-	WIPP JPA	7,000.00	7,000.00	6,800.00	-	200.00		200.00	Op - per dept email request
001	010220	42638	00252	001-0220-040-42638-00252	RESTRICTED EXP - OXY	2,000.00	15,000.00	10,500.00	4,500.00	-		4,500.00	Op - per dept email request
001	010220	42638	00253	001-0220-040-42638-00253	RESTRICTED EXP - DEVON	1,000.00	25,000.00	21,615.89	-	3,384.11		3,384.11	Op - per dept email request
001	010220	43003		001-0220-040-43003-	VEHICLE REPLACEMENT	83,800.00	300,745.90	274,348.67	-	26,397.23		26,397.23	
001	010220	43006		001-0220-040-43006-	EQUIPMENT OVER 5000	157,000.00	159,548.80	125,761.80	-	33,787.00		33,787.00	
001	010220	43013		001-0220-040-43013-	BUILDING IMPROVEMENTS	-	359,336.71	357,797.80	1,277.44	261.47	60,000.00	61,538.91	new money for bathroom renovation
001	010220	43014		001-0220-040-43014-	PUBLIC SAFETY EQUIPMENT	-	270,000.00	-	267,469.20	2,530.80		270,000.00	
001	010310	41118		001-0310-010-41118-	EDUCATIONAL INCENTIVE	-	6,000.00	-	-	6,000.00		6,000.00	Carryover of Educational Incentive
001	010320	43006		001-0320-050-43006-	EQUIPMENT OVER 5000	12,000.00	190,340.01	135,681.57	-	54,658.44		44,658.44	
001	010320	43011		001-0320-050-43011-	LAND IMPROVEMENTS	25,000.00	125,000.00	8,359.90	10,918.21	105,721.89		116,640.10	
001	010320	43013		001-0320-050-43013-	BUILDING IMPROVEMENTS	-	5,000.00	300.00	2,800.00	1,900.00		4,700.00	
001	010320	44901		001-0320-050-44901-	CAPITAL PROJECTS	50,000.00	150,000.00	4,886.13	40,817.33	104,296.54		145,113.87	from FY20 final - prefab bathroom at Charlie Brown park
001	010320	44901	00099	001-0320-050-44901-00099	PARK PLAYGROUNDS	-	225,257.26	173,222.25	39,345.07	12,689.94		52,035.01	
001	010320	44901	00213	001-0320-050-44901-00213	CITY PARK PROJECT	-	60,978.24	10,080.42	-	50,897.82		-	close out project
001	010320	44901	00247	001-0320-050-44901-00247	SECURITY EQUIPMENT PROJECT	-	94,121.70	93,517.47	-	604.23	150,000.00	150,000.00	new money requested for camera replacements/upgrades per june 2nd email
001	010320	44901	00293	001-0320-050-44901-00293	SCOREBOARD PROJECT	-	300,000.00	-	-	300,000.00		300,000.00	
001	010321	41118		001-0321-050-41118-	EDUCATIONAL INCENTIVE	-	1,000.00	-	-	1,000.00		1,000.00	Carryover of Educational Incentive
001	010321	43006		001-0321-050-43006-	EQUIPMENT OVER 5000	79,500.00	79,500.00	7,731.34	-	71,768.66		71,768.66	tractor at sports fields
001	010321	44901	00186	001-0321-050-44901-00186	BASEBALL COMPLEX	4,278,000.00	4,281,487.56	-	-	4,281,487.56		4,281,487.56	
001	010326	42501		001-0326-050-42501-	BUILDING AND GROUNDS	50,000.00	143,000.00	55,623.75	8,815.71	78,560.54		80,000.00	for electrical repairs at McAdams
001	010326	43006		001-0326-050-43006-	EQUIPMENT OVER 5000	20,500.00	20,500.00	-	-	20,500.00		20,500.00	
001	010330	41118		001-0330-050-41118-	EDUCATIONAL INCENTIVE	-	13,000.00	-	-	13,000.00		13,000.00	Carryover of Educational Incentive
001	010330	42601		001-0330-050-42601-	PROFESSIONAL SERVICES	180,500.00	222,000.00	160,876.31	51,010.10	10,113.59		17,250.00	Carryover for Boys & Girls Club
001	010335	43006		001-0335-050-43006-	EQUIPMENT OVER 5000	-	7,400.00	-	7,400.00	-		7,400.00	
001	010335	43006	00168	001-0335-050-43006-00168	HEIZER/HUMBLE ENHANCEMENTS	400,000.00	400,000.00	-	37,335.85	362,664.15		400,000.00	carried over for study
001	010335	44901	00176	001-0335-050-44901-00176	SPLASH PADS	150,000.00	200,000.00	6,368.96	37,607.14	156,023.90	20,000.00	213,631.04	upgrades to washington park splash pads
001	010340	41118		001-0340-040-41118-	EDUCATIONAL INCENTIVE	-	6,000.00	-	-	6,000.00		6,000.00	Carryover of Educational Incentive
001	010342	42357		001-0342-010-42357-	ADVERTISING	30,000.00	76,428.95	60,409.29	12,884.45	3,135.21		10,064.27	OP - per dept email request
001	010342	42357	00306	001-0342-010-42357-00306	ADVERTISING - NM True	-	-	-	-	-	35,345.00	35,345.00	new fy21 lodgers' tax award (pending appro
001	010343	43006		001-0343-010-43006-	EQUIP OVER 5000.00	-	135,000.00	30,708.59	-	104,291.41		104,291.41	
001	010410	43003		001-0410-060-43003-	VEHICLE REPLACEMENT	35,000.00	35,000.00	-	-	35,000.00		-	cut per department



Expense													
FUND	ORG	OBJ	PROJEC T	ACCOUNT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE	AVAILABLE BUDGET	New Money	Final Budget Expense	Comments/Notes
001	010410	44901	00079	001-0410-060-44901-00079	MAJOR THOUROUGHFARE PLAN IMP	-	10,000.00	-	-	10,000.00		10,000.00	
001	010410	44901	00160	001-0410-060-44901-00160	DRAINAGE MASTER PLAN	-	596,440.00	109,586.98	-	486,853.02		486,853.02	
001	010410	44901	00224	001-0410-060-44901-00224	CENTRAL/GRIMES/JHB INTER. IMP	-	775,000.00	-	-	775,000.00		775,000.00	
001	010412	43003		001-0412-060-43003-	VEHICLE REPLACEMENT	-	125,200.00	-	124,530.07	669.93		125,200.00	bucket truck
001	010412	44901	00151	001-0412-060-44901-00151	STREET SIGNAGE IMPROVEMENT	-	41,693.94	1,413.20	5,541.62	34,739.12		5,541.62	
001	010412	44901	00159	001-0412-060-44901-00159	TRAFFIC SIGNAL COMM UPGRADE	-	217,251.28	166,218.33	45,481.25	5,551.70		45,481.25	
001	010412	44901	00260	001-0412-060-44901-00260	CITYWIDE NETWORK	-	2,474,768.14	-	-	2,474,768.14		1,200,000.00	cut per meeting with dept.
001	010412	44901	00280	001-0412-060-44901-00280	TRAFFIC STUDY	-	350,000.00	21,143.50	-	328,856.50		-	close out per dept.
001	010413	43013		001-0413-080-43013-	BUILDING IMPROVEMENTS	6,000.00	6,000.00	1,614.61	1,421.49	2,963.90		4,385.39	
001	010415	41118		001-0415-060-41118-	EDUCATIONAL INCENTIVE	-	8,000.00	-	-	8,000.00		8,000.00	Carryover of Educational Incentive
001	010415	43006		001-0415-060-43006-	EQUIPMENT OVER 5000	47,590.00	62,522.64	34,360.90	-	28,161.74		-	close out per dept.
001	010415	44901	00158	001-0415-060-44901-00158	AERIALS DTM AND CONTOURS	-	137,267.91	64,841.51	38,988.20	33,438.20		72,426.40	
001	010420	41118		001-0420-070-41118-	EDUCATIONAL INCENTIVE	-	1,000.00	-	-	1,000.00		1,000.00	Carryover of Educational Incentive
001	010420	43006		001-0420-070-43006-	EQUIPMENT OVER 5000	240,000.00	240,000.00	78,470.00	-	161,530.00		161,530.00	carports
001	010420	43013		001-0420-070-43013-	BUILDING IMPROVEMENTS	25,000.00	25,000.00	23,726.09	1,010.00	263.91		1,273.91	
001	010421	43013		001-0421-070-43013-	BUILDING IMPROVEMENTS	-	60,247.22	12,418.52	-	47,828.70		47,828.70	
001	010421	44901	00242	001-0421-070-44901-00242	BUILDING ROOF UPGRADES	-	726,637.50	7,225.78	77,226.72	642,185.00	177,815.00	897,226.72	new money for roofing bid on agenda 07/06/20
001	010421	44901	00245	001-0421-070-44901-00245	GENERATORS	750,000.00	750,000.00	-	-	750,000.00		250,000.00	reduced scope
001	010421	44901	00279	001-0421-070-44901-00279	SECURITY UPGRADES - CITYWIDE	-	584,490.00	-	50,778.66	533,711.34		584,490.00	
001	010421	44901	00285	001-0421-070-44901-00285	HVAC REPLACEMENT PROJECT	75,000.00	75,000.00	20,231.26	42,180.00	12,588.74	62,411.26	117,180.00	additional and repl. Units
001	010423	43006		001-0423-070-43006-	EQUIPMENT OVER 5000	190,000.00	318,534.67	192,162.00	126,372.67	-		126,372.67	
001	010423	44901	00148	001-0423-070-44901-00148	PAVING REHABILITATION	1,750,000.00	2,645,471.08	834,153.36	780,985.40	1,030,332.32		1,811,317.72	
001	010423	44901	00288	001-0423-070-44901-00288	DRAINAGE IMPROVEMENTS	500,000.00	500,000.00	16,021.50	16,270.06	467,708.44		483,978.50	
<b>001 Total</b>												<b>31,730,574.60</b>	
110	114011	44901	00243	110-4011-030-44901-00243	NEW JAIL	-	530,540.01	20,417.83	41,549.09	468,573.09		41,549.09	
<b>110 Total</b>												<b>41,549.09</b>	
120	124012	42706		120-4012-030-42706-	EQUIPMENT UNDER 5000.00	23,000.00	55,000.00	40,961.50	-	14,038.50	(600.00)	13,438.50	LEFP Carryover - less \$600 to bring prelim projection to actual award
120	124012	42302		120-4012-030-42302-	TRAVEL MEALS AND SCHOOLS	-	969.14	-	-	969.14		969.14	LEFP Carryover
120	124012	42353		120-4012-030-42353-	TRAINING	50,200.00	61,200.00	30,646.83	237.60	30,315.57		30,553.17	LEFP Carryover
120	124012	43006		120-4012-030-43006-	EQUIPMENT OVER 5000	-	25,000.00	6,675.00	-	18,325.00		18,325.00	LEFP Carryover
<b>120 Total</b>												<b>63,285.81</b>	
150	154015	41101		150-4015-030-41101-	SALARIES	-	6,386.00	24,028.96	-	(17,642.96)	47,850.00	47,850.00	for 2015 COPS Grant
150	154115	41101		150-4115-030-41101-	SALARIES - CERTIFIED						5,420.48	5,420.48	5% increase per HPD CBA
150	154115	41111		150-4115-030-41111-	FICA						1,505.54	1,505.54	5% increase per HPD CBA
150	154115	41112		150-4115-030-41112-	PERA						414.67	414.67	5% increase per HPD CBA
<b>150 Total</b>												<b>55,190.69</b>	
160	164016	41118		160-4016-010-41118-	EDUCATIONAL INCENTIVE	-	10,000.00	-	-	10,000.00		10,000.00	Carryover of Educational Incentive
160	164016	42210		160-4016-010-42210-	SERVICE/MAINT. CONTRACT	113,000.00	112,400.00	96,059.78	6,194.71	10,145.51		5,908.01	Op - per dept email request
160	164016	42302		160-4016-010-42302-	TRAVEL MEALS AND SCHOOLS	25,000.00	25,000.00	12,926.40	125.00	11,948.60		125.00	Op - per dept email request
160	164016	42303		160-4016-010-42303-	SUPPLIES-JANITOR	50,000.00	50,000.00	44,022.28	899.96	5,077.76		899.96	Op - per dept email request
160	164016	42305		160-4016-010-42305-	SUPPLIES-MEDICAL	2,500.00	2,500.00	1,229.03	139.98	1,130.99		139.98	Op - per dept email request
160	164016	42315		160-4016-010-42315-	FOOD AND LINEN	3,000.00	6,100.00	5,571.69	24.05	504.26		24.05	Op - per dept email request
160	164016	42357	00246	160-4016-010-42357-00246	LODGERS TAX ADVERTISING	129,350.00	129,350.00	72,366.13	6,492.27	50,491.60	103,862.50	103,862.50	new fy21 lodgers' tax award (pending appro
160	164016	42501		160-4016-010-42501-	BUILDING AND GROUNDS	20,000.00	61,297.00	48,020.03	10,336.24	2,940.73		10,336.24	Op - per dept email request
160	164016	42601		160-4016-010-42601-	PROFESSIONAL SERVICES	300,000.00	300,000.00	113,413.47	142,470.21	44,116.32	3,000.00	10,138.48	Op - per dept email request; new money for technogym renewal
160	164016	43001		160-4016-010-43001-	COMPUTER/COMP EQUIP OVER 5000.	-	62,979.21	-	-	62,979.21		62,979.21	
160	164016	43006		160-4016-010-43006-	EQUIP OVER 5000.00	15,000.00	15,000.00	1,018.29	-	13,981.71		-	cut per department
160	164016	44901	00200	160-4016-010-44901-00200	HWLC (DESIGN)	-	472,610.97	47,588.63	84,071.92	340,950.42		84,071.92	
160	164016	44901	00228	160-4016-010-44901-00228	HWLC (CONSTRUCTION)	-	2,252,495.16	548,015.45	138,314.03	1,566,165.68		208,314.03	
160	164016	44901	00254	160-4016-010-44901-00254	ART FOR CORE (1)	-	40,548.00	-	-	40,548.00	20,000.00	60,548.00	
<b>160 Total</b>												<b>557,347.38</b>	
180	184315	41118		180-4315-010-41118-	EDUCATIONAL INCENTIVE	-	1,000.00	-	-	1,000.00		1,000.00	Carryover of Educational Incentive



Expense													
FUND	ORG	OBJ	PROJEC T	ACCOUNT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE	AVAILABLE BUDGET	New Money	Final Budget Expense	Comments/Notes
180	184315	43006		180-4315-010-43006-	EQUIP OVER 5000.00	270,000.00	270,000.00	138,725.39	-	131,274.61		100,000.00	
180	184315	44901	00164	180-4315-010-44901-00164	GOLF COURSE RENOVATION	-	105,000.00	-	-	105,000.00		105,000.00	
180	184316	41118		180-4316-010-41118-	EDUCATIONAL INCENTIVE	-	6,000.00	-	-	6,000.00		6,000.00	Carryover of Educational Incentive
180	184316	42601	00217	180-4316-010-42601-00217	PROFESSIONAL SERVICES	88,675.00	93,975.00	62,675.91	9,402.26	21,896.83	65,100.00	65,100.00	new fy21 lodgers' tax award (pending appro
180	184316	43006		180-4316-010-43006-	EQUIP OVER 5000.00	149,904.00	582,694.84	419,790.00	-	162,904.84		30,000.00	for beverage cart
180	184316	43013		180-4316-010-43013-	BUILDING IMPROVEMENTS	-	40,400.68	854.01	3,862.76	35,683.91		39,546.67	ac project
<b>180 Total</b>												<b>346,646.67</b>	
190	194019	43006		190-4019-050-43006-	EQUIPMENT OVER 5000	82,000.00	98,747.88	819.80	-	97,928.08		18,000.00	PER DEPT REQUEST
190	194019	43011		190-4019-050-43011-	LAND IMPROVEMENTS	-	218,359.34	-	96,611.02	121,748.32		96,611.02	Proj 00300 paid for from 43011 instead of project account
190	194019	44901	00300	190-4019-050-44901-00300	CEMETERY FENCE PROJECT - MOU	-	50,000.00	-	-	50,000.00		-	reduced carryover budget - encumbered in 43011
<b>190 Total</b>												<b>114,611.02</b>	
270	274027	43003		270-4027-010-43003-	VEHICLE REPLACEMENT	140,000.00	317,741.07	119,313.00	117,517.85	80,910.22	(12,000.00)	(12,000.00)	FY21 Prelim budget \$130,000 - reduce to \$118,000 to cover FY20 carryover encumbrance only - New Bus budgeted in FY21 was not awarded
270	274027	43006		270-4027-010-43006-	EQUIPMENT OVER 5000	-	10,713.00	-	-	10,713.00		10,713.00	
270	274027	43008		270-4027-010-43008-	IMPROVEMENTS/RENOVATIONS	-	82,103.00	-	-	82,103.00		82,103.00	from fy20 - paving project
<b>270 Total</b>												<b>80,816.00</b>	
280	284028	43002		280-4028-040-43002-	COMPUTER SOFTWARE OVER 5000	-	20,000.00	-	-	20,000.00		20,000.00	
280	284028	43003		280-4028-040-43003-	VEHICLE REPLACEMENT	-	65,926.00	-	-	65,926.00		65,926.00	
280	284028	43006		280-4028-040-43006-	EQUIPMENT OVER 5000	12,250.00	105,921.90	6,070.00	82,803.00	17,048.90		99,851.90	
<b>280 Total</b>												<b>185,777.90</b>	
370	374037	44901	00232	370-4037-060-44901-00232	NEW CDBG PROJECT	-	150,000.00	-	22,818.68	127,181.32		150,000.00	
<b>370 Total</b>												<b>150,000.00</b>	
440	444044	44901	00073	440-4044-080-44901-00073	JT UTIL EXTENSION	1,000,000.00	2,249,363.47	226,865.75	-	2,022,497.72		2,022,497.72	
440	444044	44901	00200	440-4044-080-44901-00200	HWLC (INFR/UTIL)	-	1,448,375.69	270,543.73	157,374.58	1,020,457.38		800,000.00	PER DEPT REQUEST
440	444044	44901	00289	440-4044-080-44901-00289	WEST HOBBS WATER/SEWER EXT.	1,100,000.00	1,100,000.00	184,959.87	82,181.41	832,858.72	2,484,959.87	3,400,000.00	
<b>440 Total</b>												<b>6,222,497.72</b>	
460	464046	44901	00034	460-4046-060-44901-00034	HEALTH WALK/JOG TRAIL (EX-COUN	-	258,247.00	-	-	258,247.00		-	close per dept meeting
<b>460 Total</b>												<b>-</b>	
480	484048	44901	00046	480-4048-060-44901-00046	MISC. STREET/DRAINAGE IMPS.	-	499,342.73	98,563.28	110,437.23	290,342.22		400,779.45	
480	484048	44901	00048	480-4048-060-44901-00048	SOUTHEAST BY PASS	-	15,654.00	-	-	15,654.00		15,654.00	
480	484048	44901	00178	480-4048-060-44901-00178	WEST BENDER IMPROVEMENTS	-	558,228.00	594.81	58,736.44	498,896.75		557,633.19	
480	484048	44901	00179	480-4048-060-44901-00179	COLLEGE LANE INTERSECTION	-	550,000.00	-	-	550,000.00		550,000.00	
480	484048	44901	00244	480-4048-060-44901-00244	RR CROSSING IMPROVEMENTS	-	295,047.32	-	-	295,047.32		295,047.32	
480	484048	44901	00284	480-4048-060-44901-00284	TRAFFIC SIGNAL COOP - HAWK SYS	-	387,662.20	132,556.51	236,986.61	18,119.08		255,105.69	
480	484048	44901	00295	480-4048-060-44901-00295	DAL PASO MAP GRANT	-	350,000.00	-	-	350,000.00		350,000.00	
<b>480 Total</b>												<b>2,424,219.65</b>	
600	604610	43003		600-4610-080-43003-	VEHICLE REPLACEMENT	40,000.00	160,000.00	148,486.00	-	11,514.00		-	close per dept meeting
600	604620	41118		600-4620-080-41118-	EDUCATIONAL INCENTIVE	-	1,000.00	-	-	1,000.00		1,000.00	Carryover of Educational Incentive
600	604640	43003		600-4640-080-43003-	VEHICLE REPLACEMENT	57,000.00	92,000.00	85,605.50	-	6,394.50		-	close per dept meeting
600	604650	41118		600-4650-080-41118-	EDUCATIONAL INCENTIVE	-	4,000.00	-	-	4,000.00		4,000.00	Carryover of Educational Incentive
600	604650	43015		600-4650-080-43015-	UTILITY EQUIPMENT	45,000.00	45,000.00	-	-	45,000.00		-	close per dept meeting
<b>600 Total</b>												<b>5,000.00</b>	
610	614061	43005		610-4061-080-43005-	SECURITY EQUIPMENT	-	25,000.00	11,917.64	-	13,082.36		-	close per dept meeting
610	614061	43006		610-4061-080-43006-	EQUIP OVER 5000.00	-	14,452.00	8,246.77	-	6,205.23		-	close per dept meeting
610	614061	44901	00091	610-4061-080-44901-00091	AUTOMATED METER READING SYS	500,000.00	500,000.00	496,399.85	-	3,600.15	610,883.74	614,483.89	added budget from deferred projects
610	614061	44901	00094	610-4061-080-44901-00094	WATERLINE REPLACEMENT	200,000.00	979,260.28	13,722.20	40,000.00	925,538.08		965,538.08	
610	614061	44901	00095	610-4061-080-44901-00095	NEW WATER WELL	275,000.00	275,000.00	-	-	275,000.00		-	deferred - added budget to meters
610	614061	44901	00107	610-4061-080-44901-00107	WATER DEVELOPMENT/40 YR PLAN	-	123,055.32	32,854.65	9,270.16	80,930.51		90,200.67	
610	614061	44901	00203	610-4061-080-44901-00203	WATER PRODUCTION PRV STATION	-	335,883.74	-	-	335,883.74		-	deferred - added budget to meters
610	614061	44901	00249	610-4061-080-44901-00249	WATER SCADA PROJECT	-	595,701.71	426,456.41	110,081.22	59,164.08		169,245.30	

Expense													
FUND	ORG	OBJ	PROJEC T	ACCOUNT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCE	AVAILABLE BUDGET	New Money	Final Budget Expense	Comments/Notes
610	614061	44901	00287	610-4061-080-44901-00287	BPS & WATERWELL METER RPLCMNT	550,000.00	550,000.00	235,941.93	107,122.31	206,935.76		314,058.07	
<b>610 Total</b>												<b>2,153,526.01</b>	
620	624062	42324		620-4062-080-42324-	MISC AND EMERGENCY	50,000.00	50,000.00	26,202.01	16,841.33	6,956.66		4,637.40	OP - dept email request
620	624062	43013		620-4062-080-43013-	BUILDING IMPROVEMENTS	-	100,000.00	8,545.00	1,457.17	89,997.83		91,455.00	
620	624062	44901	00037	620-4062-080-44901-00037	WWTP PLANT TREATMENT/ EXPANSIO	-	157,915.00	78,219.79	7,909.24	71,785.97		79,695.21	
620	624062	44901	00096	620-4062-080-44901-00096	REFURBISH LIFT STATION	150,000.00	359,295.99	221,450.98	-	137,845.01		137,845.01	
620	624062	44901	00097	620-4062-080-44901-00097	SEWER LINE REPLACEMENT	192,000.00	6,691,282.47	55,916.83	58,902.37	6,576,463.27		6,635,365.64	
620	624062	44901	00128	620-4062-080-44901-00128	UTILITIES ENTRANCE FENCING PRO	-	38,636.22	15,581.92	653.58	22,400.72		653.58	
620	624062	44901	00192	620-4062-080-44901-00192	EFFLUENT WATER PROJECT 2014	-	390,888.00	-	-	390,888.00		-	close per dept meeting
620	624062	44901	00205	620-4062-080-44901-00205	DIGESTER PROJECT	-	2,857,162.10	2,757,367.54	90,294.52	9,500.04		99,794.56	
620	624062	44901	00238	620-4062-080-44901-00238	TERTIARY TREATMENT PROJ	-	50,698.75	-	44,797.67	5,901.08		-	close per dept meeting
620	624062	44901	00248	620-4062-080-44901-00248	MANHOLE REHAB PROJECT	500,000.00	573,682.00	-	-	573,682.00		573,682.00	
620	624062	44901	00259	620-4062-080-44901-00259	GROUNDWATER REMEDIATION	-	200,000.00	4,272.50	-	195,727.50		195,727.50	
620	624062	44901	00286	620-4062-080-44901-00286	CENTRIFUGE UNIT #1 REFURBISH	200,000.00	200,000.00	-	-	200,000.00		200,000.00	
<b>620 Total</b>												<b>8,018,855.90</b>	
630	634370	41118		630-4370-080-41118-	EDUCATIONAL INCENTIVE	-	8,000.00	-	-	8,000.00		8,000.00	Carryover of Educational Incentive
630	634370	42353		630-4370-080-42353-	TRAINING	3,000.00	3,000.00	1,758.44	366.00	875.56		366.00	OP - dept email request
630	634370	43015		630-4370-080-43015-	UTILITY EQUIPMENT	147,000.00	171,753.25	123,223.50	-	48,529.75		48,529.75	
630	634375	42403		630-4375-080-42403-	MACHINE REPAIR AND MAINTENANCE	36,000.00	36,000.00	16,996.06	12,618.70	6,385.24		9,318.60	OP - dept email request
630	634375	43015		630-4375-080-43015-	UTILITY EQUIPMENT	-	44,000.00	-	-	44,000.00		-	close per dept meeting
630	634380	42337		630-4380-080-42337-	CHEMICALS	8,000.00	12,170.00	4,170.00	1,560.50	6,439.50		1,560.50	OP - dept email request
630	634380	43015		630-4380-080-43015-	UTILITY EQUIPMENT	110,000.00	133,484.67	61,283.57	48,149.97	24,051.13		72,201.10	
630	634380	43801		630-4380-080-43801-	VFD/REBUILD #1 & #2 PUMPS	70,000.00	70,000.00	-	-	70,000.00		70,000.00	
<b>630 Total</b>												<b>209,975.95</b>	
640	644064	42641		640-4064-020-42641-	WELLNESS PROGRAM	55,000.00	55,000.00	-	-	55,000.00		55,000.00	OP - per dept email request
<b>640 Total</b>												<b>55,000.00</b>	
830	834083			830-4083-050-							6,250.00	6,250.00	Hobbs Beautiful Grant
<b>830 Total</b>												<b>6,250.00</b>	
<b>Grand Total</b>												<b>52,421,124.39</b>	





**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 20, 2020

SUBJECT: A Resolution Authorizing the Mayor to Execute a Memorandum of Understanding with Lea County for Airline Subsidy for FY 20-21.

DEPT. OF ORIGIN: Legal Department  
DATE SUBMITTED: July 14, 2020  
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 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 will be approved in the 2020-21 final budget.

Reviewed By: 

Finance Department

Attachments:

- Resolution
- Memorandum of Understanding between the City and County (FY 20-21)

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

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



CITY OF HOBBS

RESOLUTION NO. 6957

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A MEMORANDUM OF UNDERSTANDING WITH  
LEA COUNTY FOR AIRLINE SUBSIDY FOR FY 20-21

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 as attached herein; and

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 20-21.

PASSED, ADOPTED AND APPROVED this \_\_\_\_ day of July, 2020.

\_\_\_\_\_  
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, 2020, 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 20-21. 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 20-21.

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 20, 2020

SUBJECT: A Resolution Authorizing the Mayor to Execute Professional Service Agreements with Economic Development Corporation of Lea County for Airline Subsidy for FY 20-21

DEPT. OF ORIGIN: Legal Department  
DATE SUBMITTED: July 14, 2020  
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 \$200,000 for marketing Fly Hobbs. Additionally, on June 15, 2020, the Commission approved Resolution No. 6946, authorizing FY 20-21 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 (\$1.35 million) and the funds for operations and special projects (\$250,000). It is important to note the contract requires the airline to provide competitive fees for regional destination points.

Fiscal Impact:

The funding will be approved in the 2020-21 final budget. Aside from the fund \$250,000.00 appropriated for operations and special projects, the breakdown of the proposed \$1.35 Million fund allocation is: \$722,724.24 (General Fund) and \$627,275.76 (Lodger's Tax).

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

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COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 6958

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE  
A PROFESSIONAL SERVICES AGREEMENT WITH  
ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY  
FOR FY 20-21

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 \$200,000.00 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 \$1.35 million dollars for FY 20-21; 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; and

WHEREAS, in June 15, 2020, the City Commission previously approved Resolution No. 6946 authorizing FY20-21 funding appropriations for EDC for operations and special projects in the amount of \$250,000; and

WHEREAS, the parties seek to enter into a single agreement which encompasses all funds allocated to EDC from the City of Hobbs for FY 20-21.

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 20-21.

PASSED, ADOPTED AND APPROVED this \_\_\_\_ day of July, 2020.

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

ATTEST:

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



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

FY 2020-2021

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, 2020; the second shall be due on or after January 1, 2021; the third payment on or after April 1, 2021; and the last payment on or after June 1, 2021. 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 THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$1,350,000.00)(sum outlined as follows: \$722,724.24 from general fund and \$627,275.76 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 \$200,000.00 of the funds specified in Section 2.3 herein on marketing of FlyHobbs.

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, 2020; January 1, 2021; April 1, 2021; and June 1, 2021. 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 2021 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, 2020, and ending June 30, 2021. 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 or without cause, upon 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 CONTRACTOR shall provide accounting services to assure accurate statements of income and expense and make that information available to the City of Hobbs at regularly agreed intervals.

5.9 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.

5.10 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 \_\_\_\_\_, 2020.

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: \_\_\_\_\_  
JOSH GRASSHAM, Chairman

APPROVED AS TO FORM:

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



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 20, 2020

SUBJECT: A Resolution Approving A Proposed Collective Bargaining Agreement with the Hobbs Police Officers Association

DEPT. OF ORIGIN: Legal Department  
DATE SUBMITTED: July 15, 2020  
SUBMITTED BY: Efen A. Cortez, City Attorney

Summary:

Pursuant to the Hobbs Municipal Code Section 2.60.150, the City and the Hobbs Police Officers Association, Local 701 ("Union") participated in collective bargaining negotiations on July 02, 2020. The previous Collective Bargaining Agreement (CBA) expired on June 12, 2019. The City and Union have finalized negotiations and the proposed CBA was ratified by the Union on July 15, 2020.

Noted provisions include: 1) The CBA is for one (1) year and shall end June 30, 2021; 2) The Union will receive an annual increases of 5% (FY 21); 3) The Union will not be eligible for Cost of Living Adjustments (COLA) or merit increases; 4) Other sections amended for clarity and consistency.

Fiscal Impact:

FY21 salary and benefits will increase by approximately \$310,000 to compensate for the 5% increase (which is 5% greater than the current approved budget) and is included in the final FY21 budget.

Reviewed By: 

Finance Department

Attachments: Resolution; Collective Bargaining Agreement

Legal Review:

Approved As To Form: 

City Attorney

Recommendation:

The Commission should consider the Resolution.

Approved For Submittal By:

  
Department Director

  
City Manager

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COMMISSION ACTION TAKEN

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



CITY OF HOBBS

RESOLUTION NO. 6959

A RESOLUTION APPROVING A PROPOSED COLLECTIVE BARGAINING AGREEMENT WITH THE HOBBS POLICE OFFICERS ASSOCIATION

WHEREAS, pursuant to Hobbs Municipal Code Section 2.60.150, the City of Hobbs and the Hobbs Police Officers Association, Local 701 (“Union”) have entered into and participated in negotiations regarding a new Collective Bargaining Agreement (CBA); and

WHEREAS, the current CBA expired on June 12, 2020; and

WHEREAS, the City of Hobbs and the Union finalized negotiations and the proposed CBA was ratified by the Union on July 15, 2020, and is attached hereto; and

WHEREAS, the proposed CBA will expire on June 30, 2021; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor and City Manager are hereby authorized and directed to execute the attached Collective Bargaining Agreement with the Hobbs Police Officers Association, Local 701.

PASSED, ADOPTED AND APPROVED this 20<sup>th</sup> day of July, 2020.

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

ATTEST:

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

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## PREAMBLE

This Agreement is entered into by and between the CITY OF HOBBS (“CITY”) and the HOBBS POLICE ASSOCIATION (“UNION”). This Agreement has as its purpose the promotion of harmonious relations between the CITY and the UNION, the establishment of an equitable and peaceful procedure for the resolution of differences, as well as the establishment of rates of pay, hours of work, and other conditions of employment. It is the goal of the City and Union to provide a high standard for the performance of law enforcement to the citizens of the City of Hobbs.

### ARTICLE 1 UNION RECOGNITION

- A. The City recognizes the Union as the sole and exclusive collective bargaining representative for the employees employed by the City in the Hobbs Police Department. The bargaining unit will consist of nonprobationary detention officers, police officers, and detectives.
- B. The City extends to the Union representing the bargaining unit of employees the following rights:
  - 1. To represent the Employees in negotiations, issues regarding wages and working conditions, and in settlement of grievances, and
  - 2. To exclusive representation status.

### ARTICLE 2 UNION AND EMPLOYEE RIGHTS

Section 2.01: The parties agree that the Union has the right and duty to represent the interest of employees in the bargaining unit, regardless of membership, so long as that representation does not interfere with the operation of the department. In exercising those rights the following provisions shall apply:

- A. The Union shall not use the City’s or department’s e-mail for the dissemination of Union literature or correspondence.
- B. The Union shall not use City time, equipment, property, or materials for Union business.
- C. The City shall make available to the Union, upon its written request, any public information in accordance with applicable law.

Section 2.02: Employees have the right to form, join, or assist the Union. Employees also have the right not to form, join, or assist the Union. Membership or non-membership in the Union is strictly voluntary and may be terminated by the employee at any time. The parties recognize that the exercise of these rights shall not interfere with the delivery of services.

Section 2.03: Employees and the Union shall be entitled to all the rights and benefits specifically delineated in this agreement. There shall be no implied or inferred rights to the Union or any employees. If this Agreement is silent regarding a particular issue, it shall be considered a retained management right to exercise discretion on such issue.

## ARTICLE 3

## UNION MEMBERSHIP

The City recognizes the right of the Union to charge a membership fee to members of the union. Such membership or dues deduction shall not include any fines or assessments. The City will deduct the membership/dues fee from the employee's paycheck for any employee who has voluntarily completed and signed a membership/dues deduction authorization card. The deduction will begin on the first full pay period following the employee's submittal of the authorization to the City's Finance/Payroll Department. The employee may cease such deductions at any time by providing written notice to the Finance/Payroll Department at least one pay period prior to the date the employee wishes to cease the deductions.

The City will remit the membership/dues amount collected to the Union monthly within ten (10) working days following the end of the month. The City will provide a list of bargaining unit employees remitting membership/dues deductions upon written request of the Union President. The Union, its members, and the bargaining unit employees agree to hold the City harmless and pay for the defense of any claim against the City with regard to the deduction of membership dues.

## ARTICLE 4

## MANAGEMENT RIGHTS

Both parties recognize that except as specifically limited, abridged, or relinquished by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the City and employees are vested solely in the City and not subject to Union action or arbitration. The City shall have the right to make such reasonable rules and regulations respecting the conduct of employees, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or efficient operations.

The City Manager has and retains all rights to administer the affairs of the Police Department, either personally or through his subordinate, the Police Chief, subject to: applicable state law; charter provisions specifically, but not limited to, the City of Hobbs Charter; ordinances; and resolutions for regulations and policies of the City Commission. Except as limited in this Agreement, management rights shall include, but shall not be limited to:

1. hiring, promotion, reclassification, transfer, assignment, lay off, and recall of employees;
2. reprimand, suspension, demotion, discharge, or other discipline of employees;
3. evaluation of employees;
4. revision, elimination, combination, or establishment of new jobs and job classifications;
5. establishment, organization, reorganization, close down, expansion, or otherwise change the operation of any city facility, division, or department;
6. reduce, increase, alter, combine, transfer, or cease any department's operation, equipment, or service;
7. establishment of size and composition of work forces, shifts, or units, and otherwise determine staffing requirements;
8. determine insurance programs and carriers for all City employees;
9. determine the methods or means by which operations and services are to be delivered, made, or purchased;

10. maintaining the efficiency of City government and take actions as may be necessary to carry out the mission of the City government in emergencies; and
11. manage and exercise judgment on all matters not specifically prohibited by this collective bargaining agreement.

## ARTICLE 5 HOURS OF WORK

Section 5.01: Developing the work schedule for employees is a right and responsibility of the City. The goal of scheduling work is to best and most effectively meet the demands of service to the citizens of the City of Hobbs. An employee's normal hours of work may vary. All work schedules are subject to the approval of the Chief and may be changed at the Chief's discretion. Except in case of emergency (as defined in Hobbs Municipal Code Section 2.60.040) officers must be given a minimum of five (5) calendar days' notice when required to work on their day off. Any violation of this provision will be explained in writing by the scheduling supervisor directly to the Chief. Should it become necessary to temporarily move an employee due to staffing limitations from one shift to another, the employee with the highest seniority shall have the option to accept or reject the assignment from one shift to another. If the employee rejects the assignment, then the next most senior employee shall be afforded the opportunity to accept or reject the assignment. The process based on seniority, shall continue until an employee agrees to accept the assignment. Unless other compelling reasons exist, officers shall be afforded temporary shift changes based upon seniority.

Section 5.02: The standard workweek shall equal forty (40) hours for all employees, regardless of their particular work schedule, unless otherwise designated by the City Commission. The standard workweek shall begin Sunday at midnight and end on Saturday at 11:59 PM.

## ARTICLE 6 COMPENSATION AND BENEFITS

Effective the first full pay period following ratification of this Agreement, all bargaining unit employees will be granted a 5% increase to their current rate of pay. This increase is contingent on the City Commission's approval and ratification of this Agreement. Additionally, the parties understand that any increase will need to be approved by the New Mexico Department of Finance and Administration (DFA). Bargaining unit employees will not receive any additional Cost of Living Adjustment (COLA) or merit adjustment for the term of this Agreement. Upon ratification of this Agreement by the City Commission and subsequent approval from DFA, the 5% increase contemplated herein will be retroactively applied to July 1, 2020.

Assignment to FTO will result in a 5% salary increase during the assignment.

Promotion to Detective will result in a 5% salary increase or increase to the classification minimum, whichever is higher.

Promotion to Detention Officer Supervisor will result in a 12.5% salary increase or increase to the classification minimum, whichever is higher.

In order to govern initial pay rate determination of Police Officers, Detention Officers and Detention Officer Supervisor, credit may be granted at the time of hire for education and/or previous job related experience in accordance with AR 05-02 "An Administrative Regulation Concerning New Employee Appointments Above The Pay Plan Minimum Rates".

Bargaining unit employees will receive longevity pay in accordance with the City of Hobbs Administrative Resolution #11-05; however, longevity pay shall begin at ten (10) years of service with HPD as opposed to fifteen (15) years in the City policy. See AR 11-05, attached hereto and incorporated herein.

Bargaining unit employees assigned to the classification of Detective will receive an on-call incentive payment on the pay period following their anniversary date in the amount of \$1500.00. All money paid under this incentive is taxable income and shall be subject to all appropriate taxation and wage withholding including but not limited to state taxes and federal taxes.

Both parties agree and recognize that certain bargaining unit employees are to be on call at various times. In the event that the employee is called in for duty, on their day off, the employee will be paid a minimum of two (2) hours irrespective of the amount of time the employee is on duty. If the employee exceeds two (2) hours of duty, the employee shall be paid for those hours subsequent to the two (2) hour minimum. The initial two (2) hours shall be considered hours worked and will be calculated for purposes of overtime, however, shall not be construed as double time absent applicable holiday pay contemplated by the Hobbs Municipal Code Section 2.56.810.

Both parties agree and recognize that certain bargaining unit employees will be issued a court subpoena at various times. In the event that the employee is called in for court via subpoena, on their day off, the employee will be paid a minimum of two (2) hours irrespective of the amount of time the employee spends in court. If the employee exceeds two (2) hours in court, the employee shall be paid for those hours subsequent to the two (2) hour minimum. The initial two (2) hours shall be considered hours worked and will be calculated for purposes of overtime, however shall not be construed as double time absent applicable holiday pay as contemplated by the Hobbs Municipal Code Section 2.56.810.

Bargaining unit employees assigned to the SWAT will receive an incentive payment on the pay period following their anniversary date in the amount of \$1500.00. All money paid under this incentive is taxable income and shall be subject to all appropriate taxation and wage withholding including but not limited to state taxes and federal taxes.

## ARTICLE 7 TRAVEL TIME

Bargaining unit employees required to travel outside of the City of Hobbs for work related business will be paid in accordance with the Fair Labor Standards Act for any time that crosses the employee's normal work day schedule.



ARTICLE 8 OVERTIME

The City will pay overtime at the rate of time and one half the employee's regular hourly rate of pay for all hours worked over eighty (80) hours in a pay period. When determining overtime, PTO, holiday and/or military leave shall be considered hours worked. PTO hours may only be used to supplement holiday hours up to the normally scheduled work hours. For example, an employee may be paid for 8 hours of holiday leave and supplement with 4 hours of PTO to maintain their scheduled 12 hour shift. No employee may be paid for more than one type of pay code at any one time. For example, an employee may not be paid for 8 hours of holiday leave and supplement with 12 hours of PTO based on a scheduled 12 hours shift.

Overtime is considered a condition of employment and will be assigned to bargaining unit employees by the Chief of Police or designee. Overtime must be approved in writing by the employee's immediate supervisor. An employee who fails or refuses to work overtime will be considered to have provided just cause for disciplinary action, including possible termination.

Union members can bank up to 80 hours of overtime at a 1 to 1.5 ratio in the form of compensatory time, however, the banked compensatory time will not carry over to fiscal budget years. The banked compensatory time is subject to adequate notice and scheduling with approval from the Chief of Police, or his designee. If the banked compensatory time is not used by June, all remaining balances will be paid in the first week of June prior to the budget year close. This will assure no liability is accrued at June 30, 2021, and banked hours from one budget year is not paid by a future budget year."

ARTICLE 9 PAID TIME OFF

All bargaining unit employees shall receive Paid Time Off ("PTO") in accordance with the Hobbs Municipal Code.

Bargaining unit employees shall submit a leave request form to the employee's immediate supervisor with sufficient notice prior to the first date of the requested leave as determined by the supervisor. When an employee is on scheduled PTO, and is called back to duty, the employee shall not be docked the unused PTO hours.

ARTICLE 10 LEAVES

Section 10:01: Military Leave. Military leave shall be granted in accordance with State and Federal law.

Section 10:02: Family Medical Leave. Family Medical leave shall be granted in accordance with the Family Medical Leave Act.

Section 10:03: Leave Without Pay. A bargaining unit employee may request a leave of absence without pay for a period not to exceed one (1) year. Such request shall be directed to the City Manager for approval, subject to the City Manager's discretion.

Section 10:04: Leave for Jury Duty. An employee receiving an order to appear for jury duty will be granted leave to serve as a juror in accordance with City Policy.

Section 10:05: Injury/Disability Leave. An employee who is injured on the job will be provided leave in accordance with the Workers' Compensation Act.

## ARTICLE 11           NON DISCRIMINATION

- A. The parties agree that neither the Union's nor the City's respective policies or activities will discriminate against any employee based upon race, age, religion, color, national origin, ancestry, gender, physical or mental disability, serious medical condition, sex (including pregnancy, childbirth, and related medical conditions), disability, citizenship status, genetic information, marital status, sexual orientation, gender identity, Union or non-Union affiliation/membership, or any other federal, state or local protected class.
- B. The Union agrees with the City that it will cooperate and support the City's efforts to assure a fair day's work on the part of its Members; that it will combat absenteeism and other practices that will hinder such. The Union further agrees that its Members will abide by the rules of the City and the Union in their efforts to prevent accidents, eliminate waste, conserve materials and supplies, improve the quality of workmanship, and to strengthen good will between the City, the Union, and the Employee.
- C. All references to Employees in this Agreement designate both sexes, and where the male gender is used, it shall be construed to include male and female genders.
- D. The Union and the City agree not to interfere with the rights of Employees to become Members of the Union. There shall be no discrimination, interference, restraint, or coercion by the City or Union or any City representative or Union representative against any eligible Employee because of Union Membership or non-Union Membership.
- E. The Union recognizes its responsibility as the Bargaining Agent for all such Employees employed within the Bargaining Unit, and agrees to represent all such Employees in the Bargaining Unit without discrimination, interference, restraint, or coercion. The Union agrees that it shall inform its membership of all modifications, amendments, or changes in the provisions of this Agreement in a timely manner.

## ARTICLE 12           SENIORITY & PROBATION

### Section 12.01: Probationary Employees.

For newly hired Police Officers, the probationary period shall be 2080 field hours as a police officer. Time spent in the academy for New Mexico Law Enforcement Certification shall not be credited against the 2080 field hours. For newly hired Detention Officers the probationary period shall be 2080 hours. Time spent on unpaid leave of absence shall not be credited for completion of the probationary period.

During the probationary period, the Employee will accrue seniority. The City shall have the right to discharge a probationary Employee with or without cause and that Employee shall not have recourse to the grievance or arbitration procedure.

Section 12.02: Employee Department Seniority Calculation

For issues pertaining to the entire department, seniority shall be established as follows:

- A. Length of service within the department;
- B. When two or more certified Employees are hired on the same date, their seniority shall be established as follows:
  - 1. If the new hire has prior experience as an Employee of a police department, then that Employee shall be entitled to seniority.
  - 2. If all the new hires have prior experience as an Employee of a police department, their seniority shall be determined by length of their prior experience within State of New Mexico, out of state certified police experience.
  - 3. If none of the new hires have any experience as an Employee of a police department or military police experience, then seniority shall be determined by length of service with the City in other departments or if none have prior service with the City, by a flip of a coin

Section 12.03: Effect of Departmental Seniority

- A. Departmental seniority shall be the length of service with the Hobbs Police Department and shall be used for the purpose of promotions, demotions, transfers and vacation rights, and layoffs and recalls within the Hobbs Police Department in accordance with any applicable bidding procedure.
- B. Department seniority shall be terminated:
  - 1. When an Employee is discharged for just cause;
  - 2. When an Employee quits;
  - 3. When an Employee fails to report for work after a lay off, when properly notified in accordance with Article 24;
  - 4. When the recall list has expired.
- C. If, for any reason, an Employee voluntarily terminates employment with the Hobbs Police Department and is later rehired, the seniority of such Employee shall be placed at the bottom of the departmental seniority list.

Section 12.04: Seniority List

When requested in writing, the City shall provide a seniority list to the Union President.

Section 12.05: Police Cars

Police cars shall be issued in a manner deemed appropriate by the Chief or his designee. Take home vehicles will be provided for officers who permanently reside within the 5 mile planning radius of the City. Employees hired after the ratification date of this agreement who reside outside of the 5 mile planning radius of the City will not be provided a take home vehicle. Employees

provided a take home vehicle residing outside of the 5 mile planning radius of the City prior to ratification of this agreement will continue to utilize said vehicle as per HPD policy.

Section 12.06: Vacation Seniority

Christmas and Thanksgiving shall be taken by seniority, provided however, an employee who has taken the previous holiday shall not be granted a holiday vacation request if that employee is scheduled to work that holiday.

ARTICLE 13 INTERNAL AFFAIRS INVESTIGATIONS

- A. Internal affairs investigations will be conducted pursuant to the Peace Officers Employer-Employee Relations Act, NMSA Section 29-14-1 et. seq. (1978).
- B. Internal Affairs investigations and reports are the confidential property of the Police Department for internal use only and will not be released from the custody of the department to anyone unless required by subpoena, court order, or operation of the New Mexico Law Enforcement Academy Board. An employee who is the subject of an internal investigation will be allowed access to the entire investigative file for purposes of review. In cases resulting in disciplinary recommendations by the Chief for suspensions, demotions, or terminations, the employee and/or their attorney shall be allowed access to the entire file for the necessary use in preparation for defense of the employee.
- C. It is understood by the parties that any harassment or retaliation by the employee against any person who participated in the investigation shall be considered just cause for termination.

ARTICLE 14 DISCIPLINE AND DISCHARGE

Section 14.01: Disciplinary actions for bargaining unit employees will be based on just cause. The degree of discipline will be based on the severity of the offense, the employee's work history and any mitigating or aggravating circumstances. Disciplinary actions shall be consistent with governing laws and regulations and shall be taken without regard to race, age, religion, color, national origin, ancestry, gender, physical or mental disability, serious medical condition, sex (including pregnancy, childbirth, and related medical conditions), disability, citizenship status, genetic information, marital status, sexual orientation, gender identity, or any other federal, state or local protected class. No employee shall be disciplined for refusing to perform an unlawful act.

Section 14.02: Any department supervisor may take disciplinary action against an employee pursuant to the department supervisor's authority and consistent with departmental policies and this Agreement. Any discipline reduced to writing shall be subject to the grievance process. Coaching sessions or the documenting of a conversation in writing does not rise to the level of a discipline reduced to writing. Copies of any disciplinary action involving written reprimands, demotions, suspensions, or discharge shall be furnished to the Personnel Department for placement in the employee's file with the signature of the recipient acknowledging receipt of the action, or indication that the employee refused to sign. Demotions, suspensions, and discharge are grievable through the grievance procedure and arbitration procedure contained in this Agreement.

Any negative entry or adverse action shall be documented in the employee's official personnel file. The employee will be given a copy of the document that reflects any negative or adverse action. The employee may submit a written response to any document submitted to the employee's official personnel file. Such response shall be presented to the Human Resources Director within thirty (30) calendar days after the employee knew or should have known of the action in question. Responses submitted after thirty (30) calendar days shall be considered not timely and void and will be returned to the employee indicating the response was not timely.

Section 14.03: Non-probationary employees subject to this chapter or any administrative or departmental regulations duly promulgated may be disciplined for cause. Cause for disciplinary action includes, but is not limited to, the following:

- (1) Work performance that continues to be unsatisfactory after reasonable attempts to correct performance.
- (2) Misconduct on the job; conduct or language toward the public or toward employees, which discredits the public service.
- (3) Negligence in the performance of duty, including negligence in the operation of city vehicles or equipment or failure to adhere to established safety rules and procedures.
- (4) Incompetence or inefficiency; failure to perform job duties adequately.
- (5) Insubordination; failure to comply with the lawful orders of a supervisor, including refusal to work overtime.
- (6) Unauthorized absence from work, including tardiness.
- (7) Consumption, possession, or distribution of alcohol or drugs on the job, or reporting to work under the influence of alcohol or drugs.
- (8) Acceptance of money, gifts, privileges, or other valuable consideration, which was given with the expectation of influencing the employee in the performance of his duties.
- (9) Use of official position or authority for personal profit or advantage.
- (10) Misuse, theft, or destruction of city property.
- (11) Unauthorized disclosure of confidential information from city records or documents, as set forth by applicable state laws; falsification, destruction, or unauthorized use of city records, reports, or other data belonging to the city including city employment application, or any other document used in the employment process.
- (12) Unauthorized or fraudulent manipulation of time records or other city records.
- (13) For causes as defined in the Criminal Offender Employment Act, NMSA 1978, §28-2-1, et seq.
- (14) Violation of city or departmental rules or policies or a professional code of ethics accepted by those in the same profession as the employee.
- (15) Non-cooperation by an employee with fellow employees or other personal conduct, which substantially interferes with the performance of his or another employee's work.
- (16) Misuse of sick leave; the claim of sickness under false or misleading pretenses.
- (17) Distribution of literature, vending, or soliciting or collecting contributions on city time and in public areas or voluntary cooperation with parties doing such without

- prior authorization of the City Manager.
- (18) Violation of any federal or state law pertaining to employment, including all civil rights statutes.
  - (19) Failure to adhere to the established work schedule; failure to obtain authorization for overtime prior to overtime worked as established by general written department policy.
  - (20) Failure to meet or maintain established job qualifications, as set forth in the job description, including maintaining a valid driver's license.
  - (21) Other acts or omissions that adversely affect the welfare of citizens, other employees, or the effective operation of the city.
  - (22) Unauthorized possession of a weapon on the job site.
  - (23) Fighting and/or disruptive behavior in the workplace.

The foregoing examples are in no way intended to provide an exhaustive listing of reasons for which an employee may be disciplined. The severity of the infraction and the employee's work and disciplinary record will determine the level of disciplinary action taken.

Section 14.04: The City shall discuss proposed or actual disciplinary action with an employee and not in the presence of co-workers, unless representing the City or the employee in a meeting.

Section 14.05: An employee will be afforded the opportunity to present his side of the story in a predetermination meeting for any contemplated disciplinary action involving suspension, demotion, or discharge prior to the action being taken. The City will provide notice to the employee of the date, time, and place of the predetermination meeting no later than 72 hours prior to the meeting. In no event will the predetermination meeting be scheduled with less than 72 hours notice. The employee may have a representative of his choice at the meeting as an observer only. An attorney may be allowed as an observer only, provided the employee notifies the Chief in writing at least 48 hours in advance of the meeting. An employee may waive, in writing, the right to a predetermination meeting. Failure on the part of the employee to appear and/or respond either orally or in writing shall also constitute a waiver of the right to a pre-determination meeting.

Section 14.06: A supervisor or Department Head may immediately remove from the work environment any employee who poses a danger to himself or others; who is alleged to be committing or has allegedly committed a criminal act; or who otherwise is incapable of fulfilling the obligations of the job. In such cases, the employee will be placed on administrative leave with pay.

## ARTICLE 15 GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure at the lowest possible level, mutually satisfactory resolutions to grievances, which may arise during the term of this Agreement and are subject to resolution under this Agreement.
- B. A grievance is defined as a charge by either party to this Agreement that the other has violated one or more expressed provisions of this Agreement.
- C. As used in this Article, "days" shall mean work days (Monday through Friday) and shall



- not include holidays or time when the City Administrative Offices are closed.
- D. A written grievance must contain the name of the employee(s) involved, facts upon which it is based, the Section of this agreement allegedly violated or pertaining to, the remedy being sought, and the signature of the grievant and the date signed. Any written grievance not in compliance with this provision shall be returned with a request for a more definitive statement. A request for a more definitive statement shall toll all timelines outlined for filing grievances.
  - E. Grievances concerning terminations shall be filed within ten (10) days of the date of notification of termination directly to Step Three of the grievance procedure.
  - F. Grievances submitted on behalf of the Police Department shall be initiated by the Chief or designee by filing the grievance with the Union President or designee.
  - G. Failure to submit a grievance within ten (10) days from the date the employee knew or should have known of the act that gave rise to the grievance, will constitute forfeiture of the right to file a grievance. Furthermore, any grievance determination not appealed to the succeeding level within the time limits expressed herein shall be considered as closed. When it is mutually agreed by the parties in writing, the time limits expressed herein may be extended. Either the Union, the City, or employee who have entered grievances on their own behalf, may drop the grievance at any Step.
  - H. Should the City fail to respond to a grievance within the time limits expressed herein, the Union may appeal to the next level of the grievance procedure within the time limits set forth as if the City had timely responded.
  - I. Nothing herein contained shall be considered as limiting the rights of an employee to discuss or process his/her grievance as an individual.
  - J. Grievances shall be presented as outlined below:

Step One – A bargaining unit employee who believes that he/she may have a grievance or the employee's Union Representative, shall file a written grievance with the employee's immediate supervisor or the level at which the grievance occurred, that a potential grievance exists and shall schedule a meeting, during which the parties will attempt to resolve the grievance. For Detention Officer, grievances shall be submitted in writing with the Jail Administrator and a meeting scheduled. The meeting with the supervisor/administrator should be held within five (5) days of the filing of the grievance. If the matter is not resolved to the satisfaction of the employee within ten (10) days of the filing of the grievance, the employee or Union Representative may file a written grievance at Step Two.

Step Two – Within ten (10) days of the meeting with the supervisor/administrator at step one, the written grievance must be filed with the Chief. At the time of personal service, the employee or Union Representative shall schedule a grievance meeting with the Chief or designee. This meeting should be held within five (5) days following receipt of the grievance, to discuss the grievance, and attempt a resolution. The Chief will provide a written response to the grievance within ten (10) days following the meeting to discuss the grievance. If, in the opinion of the employee or the Union Representative a satisfactory settlement is not obtained within ten (10) days of the date of the Chief's response, the

employee or Union Representative may file the written grievance at Step Three.

Step Three - Within ten (10) days of the date of the Chief's response, the written grievance must be filed with the City Manager. An employee grieving a termination may request an evidentiary hearing before the City Manager, who will be assisted by the City Attorney. The City Manager will respond to the grievance within ten (10) days of the filing of the grievance. The employee or Union Representative may appeal the City Manager's decision through arbitration by providing written notice to the Personnel Director within ten (10) work days of the date of the City Manager's decision.

- K. The Union shall provide the Chief a list of the union representatives that are authorized to file a grievance on behalf of the union and authorized to represent an employee on a grievance.

## ARTICLE 16            ARBITRATION

- A. This procedure shall be the sole and exclusive method for resolving any and all claims arising from the suspension, demotion, or discharge of an employee or the alleged violation of this agreement.
  - 1. Prior to an appeal to binding arbitration the procedure for the settlement of the grievance, Article 15 Grievance Procedure, must have been exhausted.
  - 2. The appeal must be received by the Director of Personnel within fifteen (15) work days from the date of the City Manager's decision.
- B. An arbitrator shall be selected in the following manner:
  - 1. The City and the Union shall attempt to agree on an arbitrator within ten (10) working days of the filing of the request for arbitration. If the parties are unable to agree on an arbitrator, the parties will request a list of seven (7) names from the FMCS, provided the employee/Union complete the employee's portion of the FMCS form for arbitration and submit a check for half of the filing amount to the Director of Personnel within the ten (10) working days of filing the request for arbitration.
  - 2. Within ten (10) days of receipt of the arbitration list, the parties will meet to select the arbitrator. Should the parties fail to mutually agree upon an Arbitrator, then each party will strike one (1) name alternately until a single name remains and he or she shall be the Arbitrator. The party required to strike the first name will be determined by a flip of a coin.
- C. The Arbitrator will schedule the hearing within thirty (30) calendar days after notification of selection by the parties or as soon as practicable thereafter. The Arbitrator shall decide issues of arbitrability prior to hearing the merits of the case. If the Arbitrator determines the case is arbitrable, then the Arbitrator shall consider the facts of the grievance in arbitration and, following the hearing, shall prepare and submit to the parties, in writing, a report and decision as soon as possible after the conclusion of the hearing. The parties may jointly agree to waive a written opinion and allow the Arbitrator to enter an award without analysis or explanation. Arbitration shall be conducted according to the rules established

- by the FMCS.
- D. The cost of services of the Arbitrator shall be shared equally by the parties. Each party will be responsible for compensating its own witnesses and representatives.
  - E. The Arbitrator shall have the authority to determine if there was just cause for any disciplinary action. However, in no case shall he/she have the power to add to, nor subtract from, or modify this Agreement.
  - F. The Arbitrator's award in disciplinary cases is limited to back pay and/or reinstatement, or reinstatement to a similar position at the parties' discretion if irreconcilable personality conflicts exist. The award shall be limited to the amount of wages and benefits the employee otherwise would have earned subject to discount based on any earnings or compensation received by the grievant including, but not limited to, unemployment insurance benefits. The employee has an obligation to mitigate his/her damages. The arbitrator may not award attorney's fees, punitive damages, general compensatory damages, or costs. If the arbitrator orders reinstatement and no demotion, then the employee must be returned to the same classification with the same rate of pay conditioned on the employee's eligibility to maintain the classification.
  - G. Arbitration is subject to the provisions of the State's Uniform Arbitration Act and an award may be set aside in accordance with the Uniform Arbitration Act's provisions.

## ARTICLE 17 WRITTEN EVALUATIONS AND APPEAL PROCESS

Section 17.01: Written Evaluations are used to provide feedback to bargaining unit employees and are not designed or intended to be used as disciplinary actions and will not be used in such a manner. Written Evaluations may, however, be used to support disciplinary actions. Within Written Evaluations, employees will be assessed in relation to the essential job functions of their position for the previous year. Written Evaluations may also be used to identify and establish specific, measureable goals for the employee for the upcoming year. An employee shall be shown his/her Written Evaluation. If the employee disagrees with the Written Evaluation, the employee shall abide by the following procedure to appeal the evaluation:

- A. Employee shall file, within five (5) calendar days, a written request to appeal the Written Evaluation to the Police Chief. The appeal must take place within five (5) calendar days from the date that the written request to appeal was filed.
- B. If the employee does not feel a satisfactory settlement has been reached after appeal to the Police Chief, the employee may file, within five (5) calendar days, a written request to appeal the Police Chief's appellate decision to the City Manager. The appeal must take place within five (5) calendar days from the date that the written request to appeal the Police Chief's appellate decision was filed.
- C. If the employee does not feel a satisfactory settlement has been reached after appeal to the City Manager, the employee may file, within five (5) calendar days, a written request to have the Board of the Union review the merits of the City Manager's appellate decision and make a determination as to whether or not to allow an appeal of the City Manager's decision to a two (2) party panel. The Board must issue a

- written decision to the employee, the Police Chief, and the City Manager within five (5) calendar days from the date that the written request for Board review was filed.
- D. If the Board supports appeal of the City Manager's decision to a two (2) party panel, the Board will coordinate with all parties as to time, date, and place for the City Manager's decision to be submitted to the two (2) party panel. The appeal must take place within five (5) calendar days from the date that the written decision by the Board was issued. The two (2) party panel shall consist of: one (1) representative selected by the Union; and one (1) representative selected by the City. In the event that an agreement cannot be reached by the two (2) party panel, a third party shall be selected to make a determination by agreement of Union and City.
  - E. The conclusion of the two (2) party panel will be deemed final and unappealable with regard to that Written Evaluation. The final decision, whether it be the Police Chief's, City Manager's, or two (2) party panel's, will be made a part of the Written Evaluation and shall not be subject to the grievance process under Articles 15 and 16 herein.

It is strictly understood that Union shall only be afforded the opportunity to appeal no more than five (5) of the City Manager's appellate decisions annually as they relate to Written Evaluations. Additionally, Union shall be responsible for an accurate accounting of the appeals they submit to the two (2) party panel upon request by City.

If the employee, or Union, fails to meet the time limits imposed, the process will end and the employee will lose any rights that have not already been exercised in regard to the Written Evaluation. At any step in this progression up the chain, the employee may stop the process and prepare a written response to the evaluation. That response will be retained in the employee's personnel file, together with the original Written Evaluation. Nothing contained in this Article shall be construed so as to provide an employee the right to engage in adversarial proceedings, or have counsel argue on their behalf, during the appeal of any Written Evaluation.

Written Evaluations are to be completed on an annual basis during the anniversary month of the employee's most recent hire date. A minimum of 50% of bargaining unit employees must receive the maximum merit increase as approved by the City Commission during their annual evaluation subject to the provisions of Article 6 of this agreement. Other evaluations, incident evaluations, or special evaluations may be utilized in order to provide additional feedback to employees. These types of evaluations will generally be specific to one aspect of job performance and should remain in the employee's working file as identified in this Agreement. The Written Evaluation is a formal report that will become a part of the employee's personnel file.

## ARTICLE 18

## STRIKES, SLOWDOWNS, AND LOCKOUTS

Section 18:01: The parties acknowledge that the Hobbs Labor Management Relations Ordinance makes strikes illegal. The Union agrees that it will not encourage, threaten, support, instigate, or participate in a strike or slowdown. The Union will not authorize, institute, aid, condone, threaten, or engage in a slowdown, work stoppage, “blue flu”, or strike.

Section 18:02: The City, for any reason, shall not authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 18:03: In the event any employees covered by this Agreement, individually or collectively, violate the provisions of this Article and the Union fails to exercise good faith in halting the work interruption, the Union and the employees involved shall be deemed in violation of this section. If the City believes that employees are participating in such activity and it is not sanctioned by the Union, the Union President, or designee, may be relieved from duty, with pay, to take actions in an effort to resolve this issue. Prohibited practice charges regarding strikes, slowdowns, or lockouts may be filed with the City of Hobbs Labor Management Relations Board.

Section 18:04: The parties agree that in the event of a strike or a slowdown the employees who encouraged, supported, instigated, threatened, or participated in the strike or slowdown may be subject to termination of their employment with the City and will be deemed to have provided just cause for termination. The parties agree that a sick-out/blue flu is considered a strike or slowdown.

Section 18:05: The determination as to whether a strike, slowdown, or lockout occurred will be made by the City Labor Management Relations Board whose decision on this matter shall be final, provided however, that any decision of the City Labor Management Relations Board shall be appealable to District Court. A finding that the Union encouraged, threatened, supported, instigated, or participated in a strike or slowdown may result in decertification of the Union for a time period determined by the Board, but no less than one (1) year.

## ARTICLE 19

## BULLETIN BOARDS

The City agrees to allow the posting of Official Union notices and bulletins on the bulletin board in the police department main hallway, next to the training bulletin board. The City further agrees to allow circulation of official Union mail through the use of the interoffice mailboxes in the squad room. Postings and official interoffice union mail shall not be derogatory or inflammatory toward any City of Hobbs employee or elected official. Violations of this Article will result in loss of the access to the bulletin board and the mailboxes. Such distribution of union mail should be done by an off-duty bargaining unit employee.

## ARTICLE 20

## PERSONNEL FILES

An employee may review post-hire information in his own personnel file by scheduling an appointment with the Personnel Director for review during the Personnel Office’s regular business

hours. An employee may also authorize, in writing, another individual to review the employee's file. Employees will receive a copy of all material prior to being placed in the personnel file, except for routine file maintenance material, pre-employment material, and training certificates.

#### ARTICLE 21                   LEGAL PROTECTION

- A.     Should an Employee be sued in a civil action for any allegations arising out of the scope of duties, the City will defend and indemnify that Employee.
- B.     It is understood by the parties that it is against public policy for the City to defend an Employee in a criminal suit once the Employee is indicted for a criminal act.
- C.     Any Employee receiving a summons or other notice of a threatened or pending job-related lawsuit shall, without unreasonable delay, notify the Chief of Police or in his absence, the Deputy Chief. The City shall, within a reasonable time after receipt of any summons or tort claim notice, notify each Employee named as a party in the summons or tort claim notice. This provision shall apply only to summons or tort claim notices filed or received after the effective date of this contract.
- D.     Any Employee named in a job-related lawsuit shall have the right at all reasonable times to consult with the City Attorney and/or the Attorney-of-Record defending the City and Employee in order to be informed of the status of the litigation, any settlements offered or contemplated, and any other relevant information regarding the litigation. An Employee named in a lawsuit or tort claim notice shall cooperate fully with the City Attorney and/or the City's Attorney-of-Record in the defense of the City and Employee.
- E.     Any Employee who is or may become a party in any job-related lawsuit pursuant to a summons or tort claim notice shall have the right to consult a personal attorney of the Employee's choice regarding such matter. The Employee's personal attorney may, at reasonable times, consult with the City Attorney and/or City's Attorney-of-Record to learn the status of the litigation, any settlements proposed or contemplated, and any other relevant facts of the litigation. Nothing in this section shall be construed as giving the Employee or his personal attorney any authority to act on behalf of the City or its insurer.

#### ARTICLE 22                   INVESTIGATIONS RELATING TO OFFICER INVOLVED SHOOTINGS

Officers will not be compelled to give an official interview as it relates to an officer involved shooting for a minimum of 48 hours from the time of the shooting. The intent of this section is to allow for ample time to secure representation, sleep, rest and reflection by the officer. The time limit outlined herein is not controlling as to a reasonably necessary statement for initial investigative purposes.

#### ARTICLE 23                   FILLING OF VACANCIES

- A.     If the Police Department chooses to promote or transfer a bargaining unit employee from one classification to another classification within the bargaining unit, a notice of the



opening shall be posted on the main department bulletin board for no less than ten (10) working days. Any employee who desires to fill the posted position shall submit a letter of intent to the employee's immediate supervisor. An employee of the Department who meets the job qualifications and scores equal to any outside candidate shall be given preference for filling the vacancy.

- B. In the event a qualified employee is on authorized leave of absence during the posting period, the employee may, at the City's discretion, be afforded an opportunity to file a bid for the vacancy upon that employee's return to work, provided the employee filed the bid within three (3) working days after his/her return and provided the position has not been filled.
- C. It is agreed that the City may set or determine the number of employees to be carried in each job classification. It is further agreed that the decision to fill a vacancy is strictly the decision of the City.
- D. Temporary Vacancies and Transfers
  1. Filling vacancies and transfers shall be at the discretion of the Chief of Police. Most temporary vacancies and transfers are related to light duty accommodations on internal investigations.
  2. Employees temporarily assigned or transferred to a lower paid job within their own Department or in a different department shall receive their regular rate of pay.
  3. Employees temporarily assigned or transferred to a higher paid job in their own department or in a different department shall be compensated at the higher rate of pay. This subsection shall not apply to an employee who is assigned to work in another classification due to injury, workers' compensation, or voluntary request.
  4. The City shall provide the necessary training to those employees offered the position who have not previously been trained in the assignment.
- E. In order to provide a better work force and inter-departmental working relationship, the City shall continue to provide and maintain selected employee training for the purpose of educating those employees to be promoted to a new job classification within the bargaining unit.

## ARTICLE 24 PERSONNEL REDUCTION

### Section 24:01: Lay Off

- A. The City Manager may, for the good of the service, reduce the work force and lay off employees. The order of layoff shall be determined by seniority within the department.
- B. When possible, Employees to be laid off shall be notified of their pending lay off at least ten (10) days in advance of the lay off. Under no circumstances shall an Employee be laid off without having received at least 48 hours prior notice. The Union shall also be notified at the same time.
- C. Employees on lay off may choose to continue to be carried in the group insurance program with the Employee paying the total premium during such periods of lay off.

### Section 24:02: Recall

- A. All regular full-time employees laid off within a division shall be placed on a reemployment list for twelve (12) months and shall be returned to work if a vacancy exists

- within the division in reverse order of layoff, provided the employee is qualified to perform the job to be filled. Any employee so reemployed shall retain rates of accrual based upon previous seniority. Leave balances which were not paid at time of layoff shall be reinstated.
- B. The City shall notify an employee of the recall by registered mail at his last known address. Employees being recalled shall be allowed a maximum of ten (10) days to report to work after receiving notification. If the recalled Employee is not able to return within the ten (10) days because of legal or medical reasons, the City may consider to extend the time necessary for the return of the Employee, on a case-by-case basis. Failure to report for work within the ten (10) day time limit, or the extension thereof, shall be cause for termination.
  - C. No Employee shall be denied recall if he is in substantially the same physical condition he was in at the time of lay off.

## ARTICLE 25            EQUIPMENT AND UNIFORMS

- A. Equipment Sets
  1. All new police officer hires will be provided the following equipment: OC and Holder, holster, pistol, ballistic armor, magazine pouches, and three (3) magazines.
  2. All equipment furnished by the City shall be in a serviceable condition and shall be replaced on an as needed basis. A retention level II holster will be lowest level maintained by the City for distribution to employees.
  3. Employees who have lost, damaged, or have had City property stolen in the line of duty, regardless of cost, will not be required to reimburse the City unless intent or negligence is proven to the satisfaction of the Police Chief. Employees who have been determined to have intentionally or been contributorily negligent for the lost, damaged, or stolen property may be subject to appropriate disciplinary action and/or replacement of the property.
- B. Ammunition
  1. The City shall furnish all qualifying and duty ammunition for all calibers of weapons that each officer is authorized to carry, except for backup weapons and off-duty weapons.
  2. The City will furnish ammunition for qualification practice conducted by the Firearms Training Coordinator.
- C. Clothing Allowance and Uniforms. The City will furnish four (4) complete uniform sets to police officers and detention officers and shall reissue all clothing replacements as needed. Detectives will continue to receive a clothing allowance of \$500.00 per year.

## ARTICLE 26            COMPLETE AND ENTIRE AGREEMENT

This Agreement specifically describes the entire agreement between the City and the Union. There are no other agreements between the parties and the parties have had the opportunity to negotiate on all items. Any matters not addressed in this Agreement are subject to the City of Hobbs Police Department's Standard Operating Procedures and City of Hobbs Rules and Regulations. Should there exist any conflict between the terms of this Agreement and the Standard Operating

Procedures or the City's Rules and Regulations, this Agreement shall control. If a court of competent jurisdiction finds a provision of this Agreement invalid, the remainder of the Agreement shall continue in full force and effect.

All amendments to or modifications of this Agreement must be by written mutual agreement and shall be of no force or effect until ratified and approved by the City of Hobbs and the Union. It is understood and agreed that none of the foregoing rights and responsibilities will be exercised in a manner that is in violation with the provisions of this Agreement.

ARTICLE 27            COPIES OF THE AGREEMENT

The City will publish the Agreement on its website. Bargaining unit employees may request a hardcopy of the Agreement from the Union. It is the responsibility of the City to explain the agreement to the supervisory and management staff. It is the responsibility of the Union to explain the agreement to the bargaining unit employees.

ARTICLE 28            TERM OF AGREEMENT

The term of this Agreement shall continue in full force and effect through June 30, 2021.

\_\_\_\_\_  
Robert Blanchard, President  
Hobbs Police Association

\_\_\_\_\_  
Sam D. Cobb, Mayor  
City of Hobbs



CITY OF HOBBS  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 20, 2020

**SUBJECT: MULTI-AWARD RFP No 518-20 FOR JANITORIAL SERVICES TO ARC  
JANITORIAL AND COMMUNITY MAINTENANCE**

**DEPT. OF ORIGIN:** General Services

**DATE SUBMITTED:** 07-14-2020

**SUBMITTED BY:** Shelia Baker, General Services Director

**Summary:**

An advertisement was placed in the local newspaper on June 10<sup>th</sup> for RFP No. 518-20, Janitorial Services for City Hall, Library, Utilities, Garage, Teen Center, Municipal Court, Street & Traffic and Building Maintenance. There were 19 plan holders. Proposals were due at 2:00 PM on Thursday, June 25, 2020 and 5 proposals were submitted. An evaluation committee met and scored the proposals. The evaluation criteria were:

- Yearly cost of each location
- Reference check of past/present customers
- A minimum of 2 years' experience in janitorial services with similar facilities and services
- Proposed staffing, their experience and outline of work
- New Mexico Resident/Veterans Bidders Preference
- Additional points offered for all 8 buildings proposed

Each building was scored separately and the City has the ability to multi-award the work. Based on the average scores, ARC Janitorial received the highest score for City Hall and Community Maintenance received the highest scores for Library, Utilities, Garage, Teen Center, Municipal Court, Street & Traffic and Building Maintenance. It is the recommendation of the General Services Department to award RFP 518-20 to **ARC Janitorial** for City Hall and **Community Maintenance** for Library, Utilities, Garage, Teen Center, Municipal Court, Street & Traffic and Building Maintenance. The last contract for the buildings were procured in 2016 and 2017. The proposals for FY21 have increased and is \$62,000 over budget. Upon award, the City of Hobbs will conduct contract negotiations as to scope of service and overall price. This contract will need to be approved by Commission since it will be over the 75k threshold required in the procurement ordinance.

**Fiscal Impact:**

Reviewed By:   
Finance Department

Total Proposed Cost:	\$197,168.00
NMGRT:	\$ 13,432.07
Estimated Total Cost:	\$210,600.07

A contract that will correspond with the appropriate budget line for that department, will be created for each building. The contracts would not be signed until after DFA approval of the FY21 Final Budget.

**Attachments:** Average score summary by building

**Legal Review:**

Approved As To Form:   
City Attorney

**Recommendation: Award RFP No. 518-20 to ARC Janitorial and Community Maintenance**

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. _____

### RFP No. 518-20 Set 1-A Janitorial Services

CITY HALL	AVERAGE				
	ARC	COMMUNITY MAINT	A-1	KLEEN TECH	SMI
1 Yearly cost of each location Reference check of past/present customers this will be	31.67	23.33	26.67	25.00	26.67
2 evaluated for quality of work as reported by references A minimum of 2 years of experience in janitorial services,	24.33	27.00	25.67	11.67	22.33
3 similar facilities and services provided	18.33	20.00	20.00	16.67	15.67
4 Proposed staffing, their experience and outline of work	13.33	15.00	12.33	5.67	5.67
5 New Mexico Resident Veterans Bidders Preference	-	-	-	-	-
6 Additional points offered for all 8 buildings proposed	10.00	10.00	-	10.00	10.00
<b>TOTAL</b>	<b>97.67</b>	<b>95.33</b>	<b>84.67</b>	<b>69.00</b>	<b>80.33</b>

LIBRARY	AVERAGE				
	ARC	COMMUNITY MAINT	A-1	KLEEN TECH	SMI
1 Yearly cost of each location Reference check of past/present customers this will be	30.00	28.00	-	25.00	26.67
2 evaluated for quality of work as reported by references A minimum of 2 years of experience in janitorial services,	24.33	27.00	25.67	11.67	22.33
3 similar facilities and services provided	18.33	20.00	20.00	16.67	15.67
4 Proposed staffing, their experience and outline of work	13.33	15.00	12.33	5.67	5.67
5 New Mexico Resident Veterans Bidders Preference	-	-	-	-	-
6 Additional points offered for all 8 buildings proposed	10.00	10.00	-	10.00	10.00
<b>TOTAL</b>	<b>96.00</b>	<b>100.00</b>	<b>58.00</b>	<b>69.00</b>	<b>80.33</b>



**UTILITIES**

- 1 Yearly cost of each location  
Reference check of past/present customers this will be
- 2 evaluated for quality of work as reported by references  
A minimum of 2 years of experience in janitorial services,
- 3 similar facilities and services provided
- 4 Proposed staffing, their experience and outline of work
- 5 New Mexico Resident Veterans Bidders Preference
- 6 Additional points offered for all 8 buildings proposed

		AVERAGE			
		COMMUNITY	A-1	KLEEN TECH	SMI
ARC	MAINT				
30.00	<b>31.00</b>	22.33	25.00	24.67	
24.33	<b>27.00</b>	25.67	11.67	22.33	
18.33	<b>20.00</b>	20.00	16.67	15.67	
13.33	<b>15.00</b>	12.33	5.67	5.67	
-	-	-	-	-	
10.00	<b>10.00</b>	-	10.00	10.00	
<b>TOTAL</b>	<b>96.00</b>	<b>103.00</b>	<b>80.33</b>	<b>69.00</b>	<b>78.33</b>

**GARAGE**

- 1 Yearly cost of each location  
Reference check of past/present customers this will be
- 2 evaluated for quality of work as reported by references  
A minimum of 2 years of experience in janitorial services,
- 3 similar facilities and services provided
- 4 Proposed staffing, their experience and outline of work
- 5 New Mexico Resident Veterans Bidders Preference
- 6 Additional points offered for all 8 buildings proposed

		AVERAGE			
		COMMUNITY	A-1	KLEEN TECH	SMI
ARC	MAINT				
15.00	<b>30.00</b>	23.33	21.00	18.33	
24.33	<b>27.00</b>	25.67	11.67	22.33	
18.33	<b>20.00</b>	20.00	16.67	15.67	
13.33	<b>15.00</b>	12.33	5.67	5.67	
-	-	-	-	-	
10.00	<b>10.00</b>	-	10.00	10.00	
<b>TOTAL</b>	<b>81.00</b>	<b>102.00</b>	<b>81.33</b>	<b>65.00</b>	<b>72.00</b>



**TEEN CENTER**

- 1 Yearly cost of each location  
Reference check of past/present customers this will be
- 2 evaluated for quality of work as reported by references  
A minimum of 2 years of experience in janitorial services,
- 3 similar facilities and services provided
- 4 Proposed staffing, their experience and outline of work
- 5 New Mexico Resident Vetereans Bidders Preference
- 6 Additional points offered for all 8 buildings proposed

AVERAGE					
ARC	COMMUNITY MAINT	A-1	KLEEN TECH	SMI	
18.33	31.67	25.00	23.33	26.67	
24.33	27.00	25.67	11.67	22.33	
18.33	20.00	20.00	16.67	15.67	
13.33	15.00	12.33	5.67	5.67	
-	-	-	-	-	
10.00	10.00	-	10.00	10.00	
<b>84.33</b>	<b>103.67</b>	<b>83.00</b>	<b>67.33</b>	<b>80.33</b>	

**MUNICIPAL COURT**

- 1 Yearly cost of each location  
Reference check of past/present customers this will be
- 2 evaluated for quality of work as reported by references  
A minimum of 2 years of experience in janitorial services,
- 3 similar facilities and services provided
- 4 Proposed staffing, their experience and outline of work
- 5 New Mexico Resident Vetereans Bidders Preference
- 6 Additional points offered for all 8 buildings proposed

AVERAGE					
ARC	COMMUNITY MAINT	A-1	KLEEN TECH	SMI	
25.00	26.67	20.00	26.67	25.00	
24.33	27.00	25.67	11.67	22.33	
18.33	20.00	20.00	16.67	15.67	
13.33	15.00	12.33	5.67	5.67	
-	-	-	-	-	
10.00	10.00	-	10.00	10.00	
<b>91.00</b>	<b>98.67</b>	<b>78.00</b>	<b>70.67</b>	<b>78.67</b>	

**STREETS/TRAFFIC**

- 1 Yearly cost of each location  
Reference check of past/present customers this will be
- 2 evaluated for quality of work as reported by references  
A minimum of 2 years of experience in janitorial services,
- 3 similar facilities and services provided
- 4 Proposed staffing, their experience and outline of work
- 5 New Mexico Resident Vetereans Bidders Preference
- 6 Additional points offered for all 8 buildings proposed

TOTAL

## AVERAGE

	ARC	COMMUNITY MAINT	A-1	KLEEN TECH	SMI
1	15.00	31.67	23.33	25.00	21.67
2	24.33	27.00	25.67	11.67	22.33
3	18.33	20.00	20.00	16.67	15.67
4	13.33	15.00	12.33	5.67	5.67
5	-	-	-	-	-
6	10.00	10.00	-	10.00	10.00
<b>TOTAL</b>	<b>81.00</b>	<b>103.67</b>	<b>81.33</b>	<b>69.00</b>	<b>75.33</b>

**BUILDING MAINTENANCE**

- 1 Yearly cost of each location  
Reference check of past/present customers this will be
- 2 evaluated for quality of work as reported by references  
A minimum of 2 years of experience in janitorial services,
- 3 similar facilities and services provided
- 4 Proposed staffing, their experience and outline of work
- 5 New Mexico Resident Vetereans Bidders Preference
- 6 Additional points offered for all 8 buildings proposed

TOTAL

## AVERAGE

	ARC	COMMUNITY MAINT	A-1	KLEEN TECH	SMI
1	20.67	20.00	24.67	26.00	18.67
2	24.33	27.00	25.67	11.67	22.33
3	18.33	20.00	20.00	16.67	12.33
4	13.33	15.00	12.33	5.67	5.67
5	-	-	-	-	-
6	10.00	10.00	-	10.00	10.00
<b>TOTAL</b>	<b>86.67</b>	<b>92.00</b>	<b>82.67</b>	<b>70.00</b>	<b>69.00</b>



CITY OF HOBBS  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 20, 2020

**SUBJECT: AWARD RFP No 519-20 FOR JANITORIAL SERVICES TO COMMUNITY MAINTENANCE**

**DEPT. OF ORIGIN:** General Services

**DATE SUBMITTED:** 07-14-2020

**SUBMITTED BY:** Shelia Baker, General Services Director

**Summary:**

An advertisement was placed in the local newspaper on June 10<sup>th</sup> for RFP No. 518-20, Janitorial Services for Police Dept., Forensic Lab, District Attorney's Office, Animal Adoption Center, Hobbs Express, Parks Operations Center, Motor Vehicle Dept. and Rockwind Community Links. There were 19 plan holders. Proposals were due at 2:00 PM on Thursday, June 25, 2020 and 4 proposals were submitted. An evaluation committee met and scored the proposals. The evaluation criteria were:

- Yearly cost of each location
- Reference check of past/present customers
- A minimum of 2 years' experience in janitorial services with similar facilities and services
- Proposed staffing, their experience and outline of work
- New Mexico Resident/Veterans Bidders Preference
- Additional points offered for all 8 buildings proposed

Each building was scored separately. Based on the average scores, Community Maintenance received the highest scores for all 8 buildings included in the RFP. It is the recommendation of the General Services Department to award RFP 519-20 to **Community Maintenance** for Police Dept., Forensic Lab, District Attorney's Office, Animal Adoption Center, Hobbs Express, Parks Operations Center, Motor Vehicle Dept. and Rockwind Community Links. The last contract for the buildings were procured in 2016 and 2017. The proposals for FY21 have increased and is \$84,000 over budget. Upon award, the City of Hobbs will conduct contract negotiations as to scope of service and overall price. This contract will need to be approved by Commission since it will be over the 75k threshold required in the procurement ordinance.

**Fiscal Impact:**

Reviewed By:   
Finance Department

Total Proposed Cost:	\$206,260.32
NMGRT:	\$ 14,051.48
Estimated Total Cost:	\$220,311.80

A contract that will correspond with the appropriate budget line for that department, will be created for each building. The contracts would not be signed until after DFA approval of the FY21 Final Budget.

**Attachments:** Average score summary by building

**Legal Review:**

Approved As To Form:   
City Attorney

**Recommendation: Award RFP No. 519-20 to Community Maintenance**

Approved For Submittal By:

  
Department Director

  
City Manager

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COMMISSION ACTION TAKEN

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



### RFP No. 519-20 Set 1-B Janitorial Services

Police Department	AVERAGE			
	ARC	COMMUNITY MAINT	A-1	KLEEN TECH
1 Yearly cost of each location	31.00	<b>29.40</b>	23.80	26.80
Reference check of past/present customers this will be				
2 evaluated for quality of work as reported by references	25.60	<b>25.80</b>	25.80	19.20
A minimum of 2 years of experience in janitorial services,				
3 similar facilities and services provided	16.00	<b>19.00</b>	17.40	13.00
4 Proposed staffing, their experience and outline of work	13.00	<b>13.60</b>	13.00	8.80
5 New Mexico Resident Vetereans Bidders Preference	-	-	-	-
6 Additional points offered for all 8 buildings proposed	10.00	<b>10.00</b>	10.00	10.00
<b>TOTAL</b>	<b>95.60</b>	<b>97.80</b>	<b>90.00</b>	<b>77.80</b>

Forensic Lab	AVERAGE			
	ARC	COMMUNITY MAINT	A-1	KLEEN TECH
1 Yearly cost of each location	29.00	<b>30.40</b>	23.80	26.80
Reference check of past/present customers this will be				
2 evaluated for quality of work as reported by references	25.60	<b>25.80</b>	25.80	19.20
A minimum of 2 years of experience in janitorial services,				
3 similar facilities and services provided	16.00	<b>19.00</b>	17.40	13.00
4 Proposed staffing, their experience and outline of work	13.00	<b>13.60</b>	13.00	8.80
5 New Mexico Resident Vetereans Bidders Preference	-	-	-	-
6 Additional points offered for all 8 buildings proposed	10.00	<b>10.00</b>	10.00	10.00
<b>TOTAL</b>	<b>93.60</b>	<b>98.80</b>	<b>90.00</b>	<b>77.80</b>

**DA Office**

	AVERAGE			
	ARC	COMMUNITY MAINT	A-1	KLEEN TECH
1 Yearly cost of each location	31.00	30.40	23.80	26.80
Reference check of past/present customers this will be				
2 evaluated for quality of work as reported by references	25.60	25.80	25.80	19.20
A minimum of 2 years of experience in janitorial services,				
3 similar facilities and services provided	16.00	19.00	17.40	13.00
4 Proposed staffing, their experience and outline of work	13.00	13.60	12.60	8.80
5 New Mexico Resident Vetereans Bidders Preference	-	-	-	-
6 Additional points offered for all 8 buildings proposed	10.00	10.00	10.00	10.00
<b>TOTAL</b>	<b>95.60</b>	<b>98.80</b>	<b>89.60</b>	<b>77.80</b>

**Animal Adoption Ctr**

	AVERAGE			
	ARC	COMMUNITY MAINT	A-1	KLEEN TECH
1 Yearly cost of each location	31.00	30.40	23.80	26.80
Reference check of past/present customers this will be				
2 evaluated for quality of work as reported by references	25.60	25.80	25.80	19.20
A minimum of 2 years of experience in janitorial services,				
3 similar facilities and services provided	16.00	19.00	17.40	13.00
4 Proposed staffing, their experience and outline of work	13.00	13.60	12.40	8.80
5 New Mexico Resident Vetereans Bidders Preference	-	-	-	-
6 Additional points offered for all 8 buildings proposed	10.00	10.00	10.00	10.00
<b>TOTAL</b>	<b>95.60</b>	<b>98.80</b>	<b>89.40</b>	<b>77.80</b>

**Hobbs Express**

- 1 Yearly cost of each location  
Reference check of past/present customers this will be
- 2 evaluated for quality of work as reported by references  
A minimum of 2 years of experience in janitorial services,
- 3 similar facilities and services provided
- 4 Proposed staffing, their experience and outline of work
- 5 New Mexico Resident Veterans Bidders Preference
- 6 Additional points offered for all 8 buildings proposed

TOTAL

AVERAGE				
ARC	COMMUNITY MAINT	A-1	KLEEN TECH	
31.00	30.40	23.80	26.80	
25.60	25.80	25.80	18.20	
16.00	19.00	17.40	13.00	
13.00	13.60	12.40	8.80	
-	-	-	-	
10.00	10.00	10.00	10.00	
95.60	98.80	89.40	76.80	

**Parks Operations CTR**

- 1 Yearly cost of each location  
Reference check of past/present customers this will be
- 2 evaluated for quality of work as reported by references  
A minimum of 2 years of experience in janitorial services,
- 3 similar facilities and services provided
- 4 Proposed staffing, their experience and outline of work
- 5 New Mexico Resident Veterans Bidders Preference
- 6 Additional points offered for all 8 buildings proposed

TOTAL

AVERAGE				
ARC	COMMUNITY MAINT	A-1	KLEEN TECH	
31.00	30.40	23.80	26.80	
25.60	25.80	25.80	19.20	
16.00	19.00	17.40	13.00	
13.00	13.60	12.40	8.80	
-	-	-	-	
10.00	10.00	10.00	10.00	
95.60	98.80	89.40	77.80	



**Motor Vehicle Dept.**

	AVERAGE			
	ARC	COMMUNITY MAINT	A-1	KLEEN TECH
1 Yearly cost of each location Reference check of past/present customers this will be	31.00	30.40	23.80	26.80
2 evaluated for quality of work as reported by references A minimum of 2 years of experience in janitorial services,	25.60	25.80	25.80	19.20
3 similar facilities and services provided	16.00	19.00	17.40	13.00
4 Proposed staffing, their experience and outline of work	13.00	13.60	12.40	8.80
5 New Mexico Resident Veterans Bidders Preference	-	-	-	-
6 Additional points offered for all 8 buildings proposed	10.00	10.00	10.00	10.00
<b>TOTAL</b>	<b>95.60</b>	<b>98.80</b>	<b>89.40</b>	<b>77.80</b>

**Rockwind**

	AVERAGE			
	ARC	COMMUNITY MAINT	A-1	KLEEN TECH
1 Yearly cost of each location Reference check of past/present customers this will be	31.00	30.40	23.80	26.80
2 evaluated for quality of work as reported by references A minimum of 2 years of experience in janitorial services,	25.60	25.80	25.80	19.20
3 similar facilities and services provided	16.00	19.00	17.40	13.00
4 Proposed staffing, their experience and outline of work	13.00	13.60	12.40	8.80
5 New Mexico Resident Veterans Bidders Preference	-	-	-	-
6 Additional points offered for all 8 buildings proposed	10.00	10.00	10.00	10.00
<b>TOTAL</b>	<b>95.60</b>	<b>98.80</b>	<b>89.40</b>	<b>77.80</b>