

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

January 19, 2021



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

Tuesday, January 19, 2021 – 6:00 p.m.

Virtual Meeting Held by Video Conference

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner – District 1

Christopher R. Mills
Commissioner – District 2

Larron B. Fields
Commissioner – District 3

Joseph D. Calderon
Commissioner – District 4

Dwayne Penick
Commissioner – District 5

Don R. Gerth
Commissioner – District 6

A G E N D A

City Commission Meetings are
Broadcast Live on KHBX FM 99.3 Radio and
Available via Livestream at www.hobbsnm.org

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the January 4, 2021, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

2. Recognition of City Employees - Milestone Service Awards for the Month of January, 2021 (*Manny Gomez, Acting City Manager*)
 - 5 years – Jorge Soriano, Hobbs Police Department
 - 10 years – Deborah Corral, Finance Department
 - 20 years - Gil Pena, Parks Department
 - 20 years – Walter Adcock, Warehouse
 - 20 years – Paul Marquez, Street Department

PUBLIC COMMENTS

Written public comments are welcome. 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 to the City Clerk at jfletcher@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on January 19, 2021.

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. Consideration of Approval of a Professional Services Agreement with Luke Otero for Lobbying Services in the Amount of \$25,635.00 (*Efren Cortez, City Attorney*)
4. Resolution No. 7018 – Determining that Certain Structures are Ruined, Damaged and Dilapidated, are a Menace to Public Comfort, Health and Safety and Requires Removal from the Municipality (1307 East Byers) (*Art De La Cruz, Code Enforcement Superintendent*)
5. Resolution No. 7019 – Authorizing the Mayor to Approve an Application with the New Mexico Department of Health EMS Fund Act Local Funding Program for FY 2022 in the Amount of \$28,000 (*Barry Young, Deputy Fire Chief*)
6. Resolution No. 7020 – Supporting a Change to the State of New Mexico's Local Economic Development Act (LEDA) Allowing Municipalities to Provide a Certain Percentage of LEDA Funding to Retail Business (*Mayor Sam Cobb*)

DISCUSSION

7. Art Committee Presentation – “Stay Human” (*Mary Lyle, Daniel Russell, Ronny Choate*)

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

8. Resolution No. 7021 – Supporting the Small Community Air Service Development Program Grant Application (*Mayor Sam Cobb*)
9. PUBLICATION: Proposed Ordinance Amending Chapter 8.12 of the Hobbs Municipal Code Related to Fireworks (*Shawn Williams, Fire Marshal, and Brandon Roberts, Fire Inspector*)
10. Resolution No. 7022 - Adopting Budgetary Adjustment #4 for FY 2020-2021 (*Toby Spears, Finance Director*)
11. Consideration of Approval of Bid No. 1587-21 for Construction of Veterans Memorial Park to CDR Construction, Inc., in the Amount of \$1,273,121.12 (*Shelia Baker, General Services Director*)
12. Resolution No. 7023 – Approving a Development Agreement with Black Gold Estates Concerning the Development of Market Rate Single-Family Housing (*Kevin Robinson, Planning Department*)
13. Resolution No. 7024 – Approving a Development Agreement with ALJO, LLC, Concerning the Development of Market Rate Single-Family Housing (*Kevin Robinson, Planning Department*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

14. Next Meeting Date:

- City Commission Regular Meeting
Monday, February 1, 2021, 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) 397-9200 at least 72 hours prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 19, 2021

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: January 13, 2021
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of January 4, 2021

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, January 4, 2021, 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.

Call to Order and Roll Call

Mayor Cobb called the meeting to order at 6:00 p.m. and welcomed everyone viewing through Livestream. Mayor Cobb 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 and presenters participated remotely in the meeting via video conference:

Manny Gomez, Acting City Manager/Fire Chief
Efren Cortez, City Attorney
Toby Spears, Finance Director
Shannon Brown, Lieutenant, Hobbs Salvation Army
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 Commissioner Gerth led the Pledge of Allegiance.

Approval of Minutes

Commissioner Newman moved that the minutes of the regular meeting held on Monday, December 21, 2020, be approved as written. Commissioner Gerth seconded the motion and a roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried.

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 or via fax to (575) 397-9334 by 4:30 p.m., on January 21, 2021. There were no public comments presented to the Commission.

Consent Agenda

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

Resolution No. 7015 – Declaring All Meeting of the City Commission, Boards and Committees of the City of Hobbs to be Public Meetings and Adopting Reasonable Notice Procedures.

Resolution No. 7016 – Establishing Fees Pertaining to the Cost for Copies Under the Inspection of Public Records Act.

Resolution No. 7017 - Adopting Budgetary Adjustment #3 for FY 2020-2021.

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 resolutions and supporting documentation are attached and made a part of these minutes.

Discussion

Presentation and Update by Salvation Army.

Lt. Shannon Brown of the Hobbs Salvation Army stated she is new to the community having moved here four months ago from a much smaller City. She presented an update to the Commission on the activities at the Salvation Army. She stated they assist approximately 15 homeless people per month with food, hygiene kits and lodging. Lt. Brown stated the Salvation Army has five buildings, three of which are vacant. One of the vacant buildings has been cleared out and has the potential to be a Hygiene Station and, potentially, a shelter for the homeless.

Lt. Brown stated the Advisory Board would be meeting at the end of the month to begin working on plans for the future. A discussion was held about the purchase of a mobile shower trailer which could be used in lieu of excessive construction costs to update the existing building with new plumbing and drains. She stated hotel rooms are very costly and the Salvation Army is experiencing a severe financial strain.

Following a few questions and answers, Mayor Cobb encouraged Lt. Brown to contact the City Manager's Office to discuss all of these issues after the Salvation Army Board has met.

Action Items

Consideration of Approval of the Paid Time Off (PTO) Payout for Calendar Year 2020.

Mr. Toby Spears, Finance Director, presented the Paid Time Off (PTO) Payout to the Commission and stated Section 2.56, Article 8, of the Hobbs Municipal Code sets the PTO cap at 320 hours for all general employees, 456 hours for all fire department employees and allows police the option to buy down to 320 from their 456 cap. At the end of the calendar year, any employee who is over his/her PTO cap shall be paid for every hour over his/her PTO cap. Mr. Spears stated Article 8 additionally states that in the event the City's general fund cash reserve dips below 20% at the end of a fiscal year, the City may elect to increase PTO caps until the following year in which general fund cash reserve is above 20%. Mr. Spears stated the budgeted general fund reserve after Budget Adjustment No. 3 is currently 46%. He stated staff would like to proceed with the PTO Payout for the current calendar year. The payout amount will be between \$277,709.35 and \$302,717.74 depending on the potential police buy-down options. He stated exempt employees are required to utilize 40 hours of PTO per calendar year.

Mayor Cobb stated City employees were unable to take vacations in 2020 due to the travel ban set by the New Mexico Public Health Order.

Mr. Spears stated the PTO Payout for Calendar Year 2019 was in the amount of \$218,000.00. He reminded the Mayor and Commission that paying unused PTO over the cap of 320 helps keep down the City's financial liability.

There being no further comments, Commissioner Newman moved to approve the PTO Payout for Calendar Year 2020 as presented. Commissioner Fields seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the supporting documentation is attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Mayor Cobb stated the next Commission meeting will be held on Monday, January 19, 2021.

Acting City Manager/Fire Chief Manny Gomez wished everyone a Happy New Year. He stated 2020 was a challenging year filled with the COVID-19 health pandemic, civil unrest and economic instability. He praised all of the City Staff for working competently through the year as a team and moving forward at a good momentum for 2021.

Acting City Manager/Fire Chief Gomez stated the 2021 Legislative Session begins on January 19, 2021. Staff presented the City's capital project requests to Lea County Legislators on December 21, 2020. If projects are awarded, the City needs to stand ready to design, submit and encumber projects as soon as possible.

Acting City Manager/Fire Chief Gomez announced that Dr. August Fons has been hired as the new Deputy Police Chief at the Hobbs Police Department. He stated Danny Garrett has been promoted to the position of Police Captain in charge of Patrol and Jeff Moyers has been promoted to the position of Police Captain in charge of Support Services. Acting City Manager/Fire Chief Gomez stated he is very pleased with the recent hiring process and HPD has a strong and diverse group of leaders. Acting City Manager/Fire Chief Gomez read a prepared statement by Police Chief John Ortolano. Chief Ortolano stated the vast knowledge, training and experience possessed by these three leaders will continue to move HPD forward in furthering the trust within the community and improving the services already provided.

Acting City Manager/Fire Chief Gomez stated the COVID surge continues. He stated 10 new positives cases have been identified internally within the City between December 21 and January 3. City Staff has had a total of 86 positive cases since the pandemic began.

Commissioners Mills wished everyone a Happy New Year. He stated he is glad to see the City is working with the managers for improvement at the Hobbs Apartment Complex. He suggested that the City should consider helping with communication regarding the COVID vaccination plan as many people are not informed about the process. Commissioner Mills offered congratulations to the newly-hired Command Staff at HPD.

Commissioner Fields expressed thanks and appreciation to those who responded to the issues at the Hobbs Apartments. He stated the City is aware of the issues and concerns and is working within its allowable boundary lines for change.

Commissioner Penick also wished everyone a Happy New Year. He stated he wants great things for 2021 and to hopefully put COVID-19 behind us. He encouraged everyone to support their loves ones. Commissioner Penick thanked Commissioner Fields for working on the Hobbs Apartment issues and that he is supportive of helping resolve the problems. Commissioner Penick also welcomed the new hires at HPD.

Commissioner Gerth reported sad news that Coach Doug Ethridge, a former Hobbs High School football coach, had passed away on Christmas Day.

Mayor Cobb stated he knew Coach Ethridge and that he ran a great football program.

Mayor Cobb congratulated the new individuals hired at HPD and stated the department is making progress in its community policing efforts. He stated 2020 has been a difficult year for the City, and he wished everyone well in 2021.

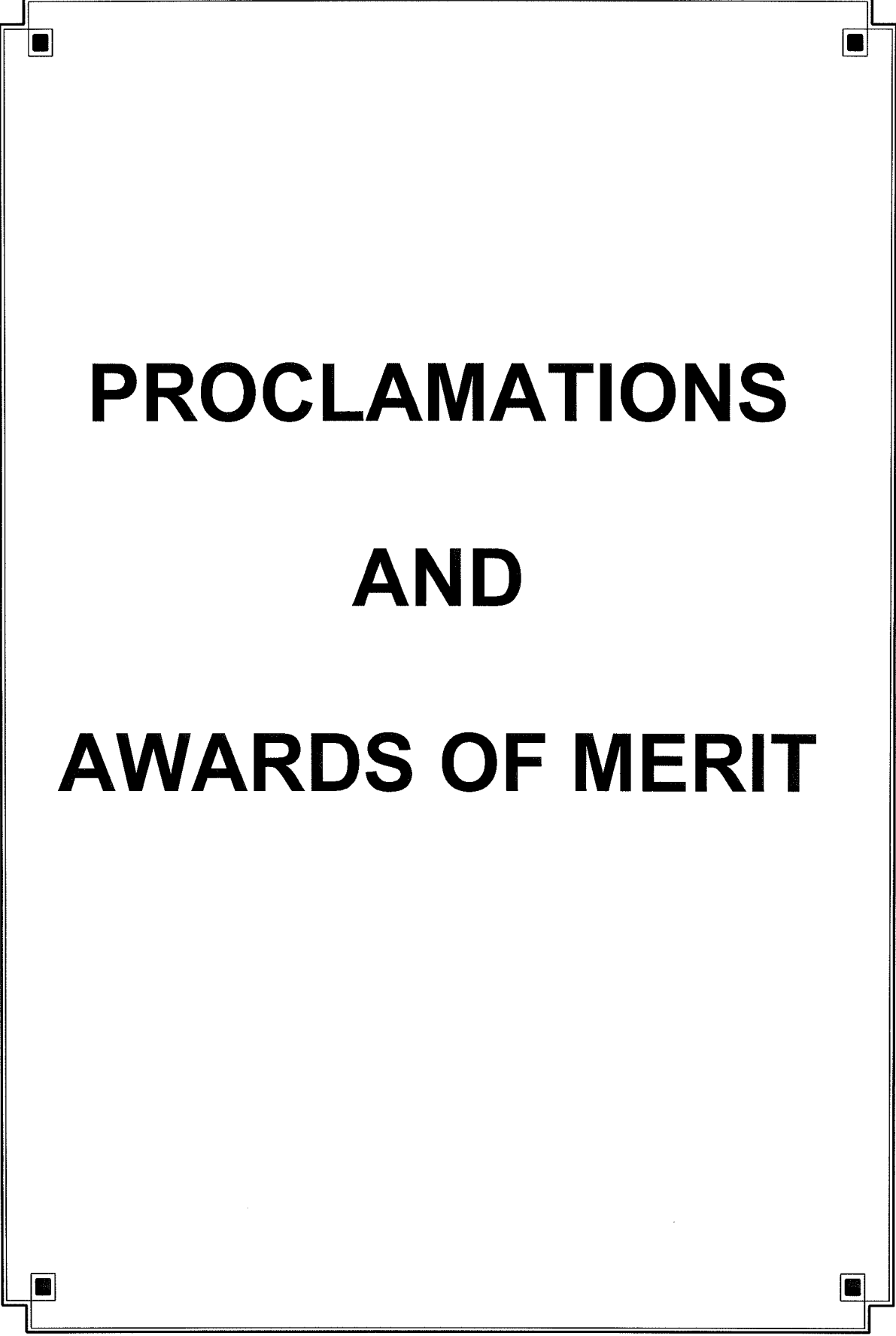
Adjournment

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Newman seconded the motion and a 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 6:40 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROCLAMATIONS

AND

AWARDS OF MERIT

January Milestones 2021

5 years

Jorge Soriano	HPD	1/13/2016
---------------	-----	-----------

10 years

Deborah Corral	Finance	1/10/2011
----------------	---------	-----------

20 years

Gil Pena	Parks	1/8/2001
----------	-------	----------

Walter Adcock	Warehouse	1/16/2001
---------------	-----------	-----------

Paul Marquez	Street	1/22/2001
--------------	--------	-----------



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 19, 2021

SUBJECT: APPROVAL AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH LUKE OTERO FOR LOBBYING SERVICES

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: January 12, 2021
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary:

It has been determined that the City would benefit from having the services of a Lobbyist during the 2021 New Mexico Legislative Session. Available resources have been reviewed and it has been determined that Luke Otero should provide professional state lobbying services to the City. The proposed Professional Services Agreement is attached. The agreement is for the 2021 Legislative Session, any pre-session meetings/services, and follow up meetings/services following the 2021 session and any interim session meetings/services. This contract is for \$25,635.00 inclusive of New Mexico Gross Receipts Taxes (NMGR).

Fiscal Impact:

Reviewed By: Finance Department

The professional services agreement is for \$25,635.00 inclusive of NMGR for fiscal year 2021. Adequate funds are budgeted in line item 010100-42601 for Professional Services.

Attachments:

Professional Services Agreement

Legal Review:

Approved As To Form: City Attorney

Recommendation:

The Commission should consider approval of the Professional Services Agreement.

Approved For Submittal By:

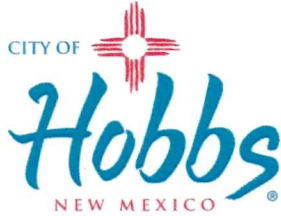
Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No.
Ordinance No.
Approved
Other

Continued To:
Referred To:
Denied
File No.



PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the ____ day of _____, 20____, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City") and Luke Otero, an independent contractor with a business address of 1458 Miracerros Loop North, Santa Fe, NM 87505 (hereinafter referred to as "Contractor").

This Contract ("Agreement") is a:

- Category 1 Contract:** (\$0 – not to exceed \$20,000.00). Purchasing requires good faith efforts to acquire the materials or services at the best obtainable price.
- Category 2 Contract:** (\$20,000.00 - not to exceed \$75,000.00). Purchasing requires three (3) written quotes turned in to the Central Purchasing Office.
- Category 3 Contract:** (\$75,000.00 and over). Purchasing requires formal sealed bids or competitive sealed proposals through the Central Purchasing Office.
- Professional Services Contract under \$75,000.00.** Purchasing requires the direction of the City Manager.
- Professional Services Contract \$75,000.00 and over.** Purchasing requires the direction of the City Manager with City Commission approval, subject to the competitive sealed proposal requirements.
- Exempt Contract under \$75,000.00.** Purchasing requires the direction of the City Manager.
- Exempt Contract \$75,000.00 and over.** Purchasing requires the direction of the City Manager with City Commission approval.

The parties to this Agreement, in consideration of their mutual promises, agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide professional State lobbying services for the 2021 New Mexico Legislative Session, any pre-session meetings/services, any follow-up meetings/services resulting from the 2021 New Mexico Legislative Session and any interim session meetings/services, as fully set forth herein.

Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

2. PRICE

City shall pay Contractor a total of \$ 25,635.00 inclusive of New Mexico gross receipts taxes. Contractor shall be responsible for paying all costs associated with performance of duties, including but not limited to, mileage and "wear and tear" of vehicles, and costs of equipment necessary to perform services. Contractor shall submit a monthly invoice for services performed in any given month. Upon receipt of any invoice, City shall render payment for said invoice as soon as practical within fifteen (15) days. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. Contractor and City shall both be required to keep detailed records regarding the services rendered. In the event City disputes an invoice, Contractor shall provide City with records regarding all services rendered.

Parties agree that the aggregate amount contemplated by this Agreement, including all contemplated gross receipts taxes, shall not exceed \$ 25,635.00. All amounts contemplated herein shall include all necessary labor, equipment, materials and all other costs necessary to complete the project as specified herein. Approval and acceptance of Contractor's satisfactory completion of the project shall be a prerequisite to final payment. Nothing contained in this Agreement shall be construed by Contractor as guaranteeing Contractor any minimum amount of work. Contractor, upon final payment of all amounts due under this Agreement, releases City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. No guarantee of future contracts will be granted to any Contractor.

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

3. CONTRACT TERM AND TERMINATION

This Agreement shall be effective from date of execution (as noted above) and shall end upon completion of all services contemplated herein and final payment for said services, or one year from the date of execution, whichever occurs first. This Agreement may be renewed for up to three additional one-year terms upon written approval from both City and Contractor prior to the expiration of any one-year term. This Agreement may be terminated by either party, at any time with or without cause, upon a minimum of thirty (30) days' advanced written notice to the other party. Except as otherwise allowed or provided under this Agreement, City's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if City is the terminating party, or Contractor's sending of the notice of termination, if Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under, or breaches of, this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Furthermore, City reserves the right to immediately cancel this Agreement if Contractor violates any provision specifically outlined in Paragraph 10 below.

4. STATUS OF CONTRACTOR

Contractor acknowledges that their relationship with City is that of an "independent contractor" and, as such, Contractor shall not be considered an employee or agent of City, nor shall Contractor be eligible

to accrue leave, retirement benefits, insurance benefits, use of City vehicles, or any other benefits provided to City employees. Contractor agrees not to purport to bind City of Hobbs unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. Contractor further acknowledges that no benefits pursuant to the Worker's Compensation Laws of the State of New Mexico are available to them for the services contemplated herein. Contractor shall be responsible for securing all licenses and registrations related to their business prior to commencing any work under this Agreement. Contractor shall be solely responsible for all taxes and related reporting requirements. City shall have no liability for the payment of taxes other than gross receipts taxes to be calculated in Contractor's invoices.

5. INSURANCE REQUIREMENTS

Contractor shall maintain insurance coverage through the duration of this Agreement. Contractor shall provide City with a certificate of insurance coverage for General Liability (GL) in a minimum amount of \$ N/A per occurrence, and naming City as an additional insured. The insurance required herein shall be primary and shall be attached hereto as "Exhibit A."

6. INDEMNITY AND HOLD HARMLESS

Contractor shall indemnify, defend and hold City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents, past or present, harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses, and liens of every kind and nature, including, but not limited to court costs and attorney's fees, arising or alleged to have arisen due to negligence of Contractor, or any employees working under Contractor, while engaged in the performance of this Agreement, or for Contractor's failure to render services, or any breach of this Agreement. Indemnification shall survive the expiration of this Agreement.

City shall not be liable to Contractor, or Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

7. FACILITY AND EQUIPMENT - SAFETY

Contractor shall report any unsafe conditions prior to the commencement of any activity. Commencement of activity by the Contractor constitutes agreement as to the safety of the premises. Contractor is responsible for supervision of all participants so as to conduct the services in a safe and orderly manner. Contractor shall be solely responsible for the safety of any of their employees, affiliates, associates, or subcontractors. City is not required to provide storage for Contractor's equipment or materials.

8. BACKGROUND CHECK

Contractor is subject to a background check prior to providing services. By signing this Agreement, the Contractor is certifying that they have reviewed criminal background histories of each and every employee, assistant and/or agent working for Contractor. Contractor further certifies that no person with a history of sexual or violent offenses is in Contractor's employ in any fashion. Employees, assistants and/or agents who are minors (under 18 years old) shall be supervised by an adult in Contractor's employ at all times.

9. DRUG-FREE WORKPLACE

City seeks to provide a safe and productive work environment that is free from impaired performance caused by use of alcohol, controlled substances, and/or medications. The Contractor agrees to maintain such an environment.

10. RULES, REGULATIONS, AND CARE

Contractor shall treat all individuals and City employees with respect and will not subject anyone to discrimination or harassment because of the person's race, color, sexual orientation, national origin, age, religion, gender, gender identity, or disability. Contractor shall use all reasonable care so as to not damage, or authorize any other person/entity, to damage the property of City. In the event that any City-owned property, whatsoever, is damaged or destroyed due to negligence or acts of omissions of the Contractor, or any agent of Contractor, Contractor shall replace or repair the damage at no cost to City. City shall determine the existence of any damage and provide Contractor with an estimate of repair or replacement costs. Damage shall be repaired or replaced by Contractor to the reasonable satisfaction of City within thirty (30) days of receipt of written notification from City. If Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from payments provided for in this Agreement. City reserves the right to immediately cancel the Agreement if the Contractor violates any provision herein.

11. NOTICE

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Manager, City Hall, 200 E. Broadway, Hobbs, NM 88240 and to Contractor at 1458 Miracerros Loop North, Santa Fe, NM 87505, or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

12. CONFLICT OF INTEREST AND GOVERNMENTAL CONDUCT ACT

A. Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, Section 10-16-4.3, Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by City and participating directly or indirectly in City's contracting process;

2) this Agreement complies with NMSA 1978, Section 10-16-7(B), because (i) Contractor is not a public officer or employee of City; (ii) Contractor is not a member of the family of a public officer or employee of City; (iii) Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if Contractor is a public officer or employee of City, a member of the family of a public officer or employee of City, or a business in which a public officer or employee of City or the family of a public officer or employee of City has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(B), and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, Section 10-16-8(C), (i) Contractor is not, and has not been represented by, a person who has been a public officer or employee of City within the preceding year and whose official act directly resulted in this Agreement and (ii) Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of City whose official act, while in City employment, directly resulted in City making this Agreement;

4) in accordance with NMSA 1978, Section 10-16-13, Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with NMSA 1978, Section 10-16-3 and Section 10-16-13.3, Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of City.

C. Contractor's representations and warranties in Paragraphs A and B of this Section 12 are material representations of fact upon which City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Section 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Section 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to City and notwithstanding anything in the Agreement to the contrary, City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in Section 12(B).

13. MISCELLANEOUS PROVISIONS

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

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from City. In all cases, Contractor is solely responsible for fulfillment of this Agreement. Duly authorized representatives for City shall have the right to direct and inspect the work under this Agreement.

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

This Agreement is governed by the laws of the State of New Mexico and will bind and inure to the benefit of City and Contractor, their respective successors and assigns. In the event that Contractor defaults on any term of this Agreement, after reasonable attempts to cure said default, City retains the right to declare this Agreement void. In the event that this Agreement is declared void, neither party shall be obligated to perform further under this Agreement. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. Contractor agrees to pay City reasonable costs, including court fees and reasonable attorney's fees, incurred by City in the enforcement of this Agreement, even though City may employ in-house legal counsel.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

In the event that Contractor desires to cancel the scheduled services for any reason, Contractor is responsible for the following:

Contacting City via telephone at (575) 397-9206; and
Contacting City via e-mail at mgomez@hobbsnm.org.

Any change orders shall be in writing and signed by the parties specifically enumerating the additional work to be performed, change in scope, and/or the cost therein. A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that they have the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

This Agreement incorporates all of the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. The foregoing constitutes the entire Agreement between the parties and may be modified only in writing signed by both parties.

[Required Signatures on Next Page]

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

THE CITY OF HOBBS, NEW MEXICO

Department Head Approval:

Account No.: 010100-42601

Finance Director:

Finance Director

Contractor Approval:

Contractor Signature

City Attorney "as to form" Approval:
(ALL Professional Service Contracts)

City Attorney

City Manager Approval:
(ALL Professional Service Contracts)

City Manager

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

City Clerk

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

City Mayor



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 19, 2021

SUBJECT: Condemnation Recommendation Structure Contained on Attachment "A"

DEPT. OF ORIGIN: Community Services

DATE SUBMITTED: January 12, 2021

SUBMITTED BY: Art De La Cruz, Community Services Code Enforcement Superintendent

Summary:

In its continuing promotion of safety and clean up efforts in the City of Hobbs, the Environmental Division of the Hobbs Community Services has identified the structures and vacant lot which present safety and fire hazards which warrant their destruction. These structures are in dire need of repair. Attachment A contains information of the property.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

The demolition and clean-up of this property will cost approximately \$5,000.00. The current budget in the "Professional Services" line item of the Environmental Budget (01340-42601) has an adequate balance to sustain this expenditure.

Attachments:

- 1. Resolution
2. Photos of Structures contained in Attachment A.

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

The City Commission approve the adoption of the Resolution determining the structure is ruined, damaged and dilapidated and a menace to public health and safety and it requires removal from the real property.

Approved For Submittal By:

Department Director
[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7018

A RESOLUTION DETERMINING THAT CERTAIN
STRUCTURES ARE RUINED, DAMAGED AND DILAPIDATED,
ARE A MENACE TO PUBLIC COMFORT, HEALTH AND
SAFETY AND REQUIRES REMOVAL FROM THE MUNICIPALITY

WHEREAS, pursuant to Section 8.24.010 of the Hobbs Municipal Code, and Section 3-18-5 NMSA, as amended, the City has inspected the premises described in Attachment "A", attached hereto and incorporated herein by reference, and finds that the structures thereon are ruined, damaged and dilapidated, are a menace to the public comfort, health and safety and requires removal from the municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the structures described in Attachment "A" are found to be ruined, damaged and dilapidated, are a menace to the public comfort, health and safety, and should be removed.

BE IT FURTHER RESOLVED that a copy of this Resolution be served on the owner, occupant or agent in charge of such premises; or, if such service cannot be had, that a copy of this Resolution be posted on the premises; and that a copy of the same be published as required by law.

BE IT FURTHER RESOLVED that unless the owner, occupant or agent in charge of such premises, within ten (10) days from such service or posting and publication of this Resolution, has commenced removing such structures from the real property or has filed written objection with the City, the City shall cause the removal of such structures at the cost and expense of the property owner.

BE IT FURTHER RESOLVED that in cases where the City removes a structure so condemned, a lien shall be levied by the City against the real property involved in an amount equal to the reasonable cost of the services rendered, which lien may be foreclosed in default of satisfaction.

PASSED, ADOPTED AND APPROVED this 19th day of January, 2021.

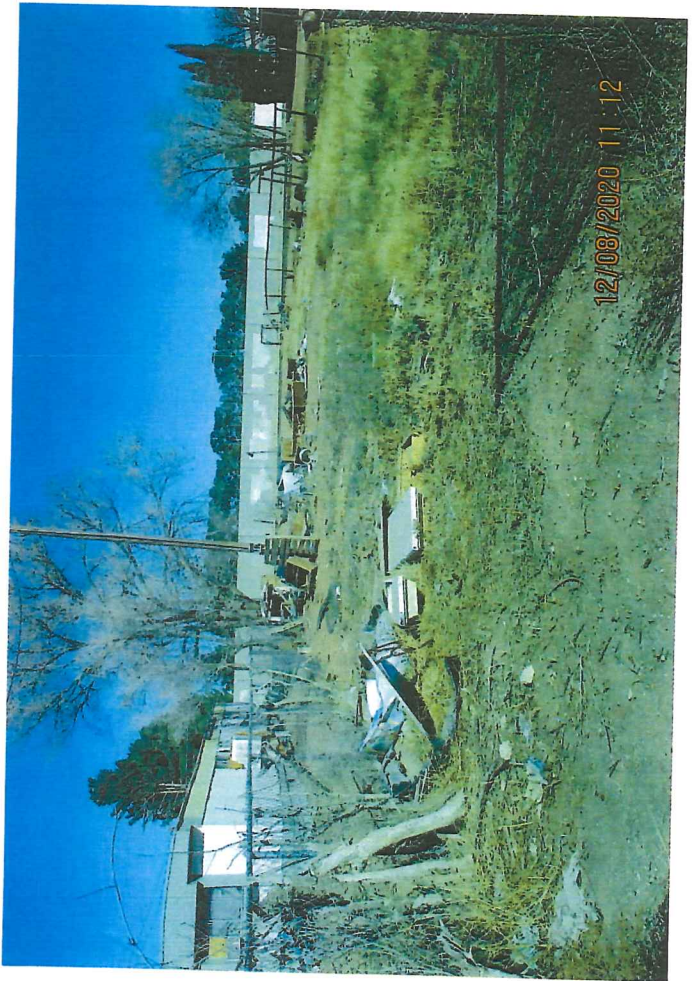
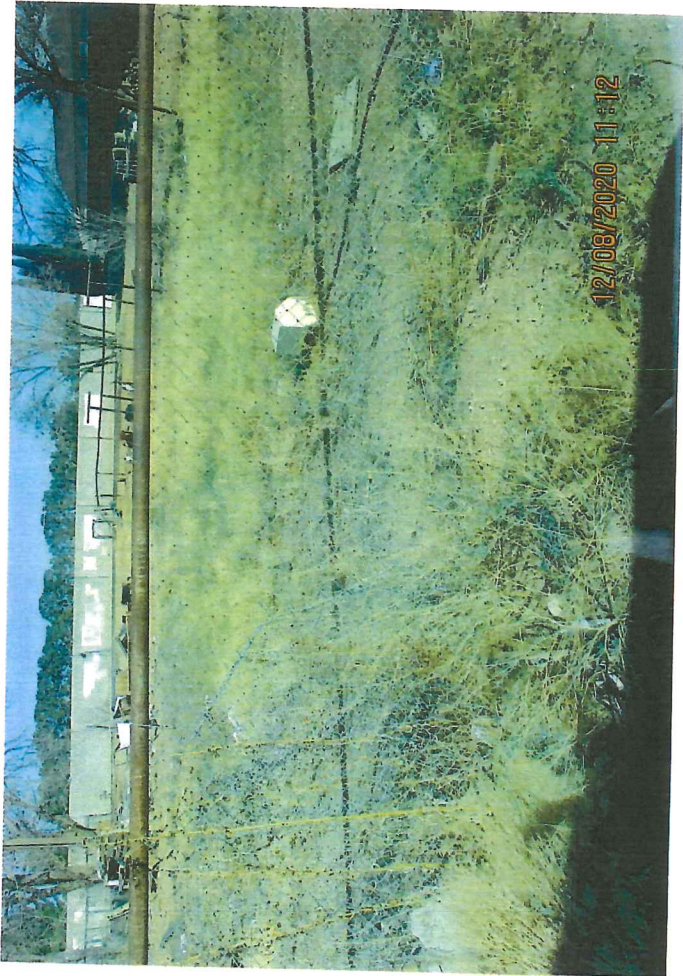
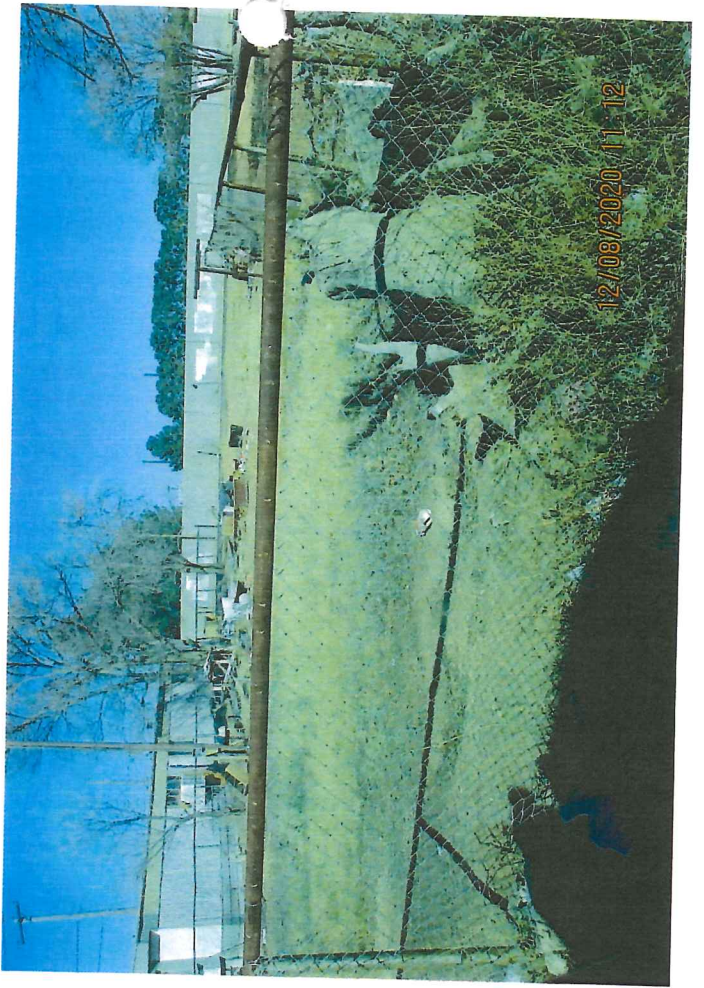
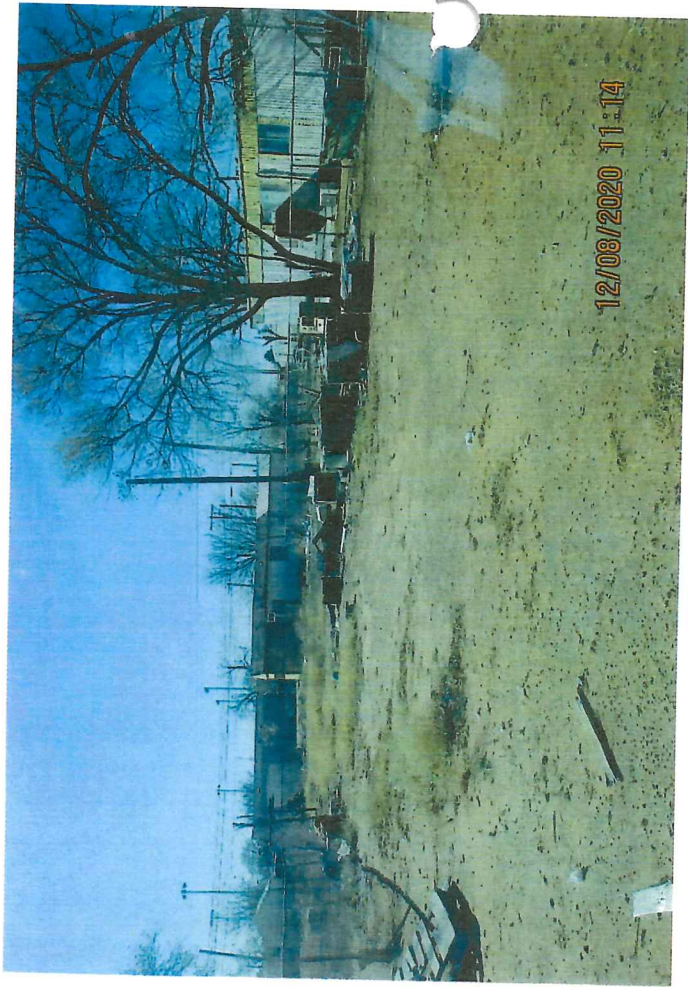
SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Attachment A

	Address	Owner	Owner's Address	Estimated Cost of Demolition
1	1307 E. Byers .08 AC LOC SW4 Hobbs, Lea County, NM, 88240	Patricia Razo, Ed D. Razo Bakner's Insurance & Virginia Rodriguez	1107 W. Fox, St. Carlsbad, NM, 88220	\$5,000





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 19, 2021

SUBJECT: NM Department of Health EMS Fund Act Local Funding Program Fiscal Year 2022

DEPT. OF ORIGIN: Fire Department

DATE SUBMITTED: January 5, 2021

SUBMITTED BY: Barry Young, Deputy Fire Chief

Summary:

The City of Hobbs Fire Department is eligible for funding from the New Mexico Department of Health EMS Fund Act Local Funding Program. The EMS Fund Act was established by the State of New Mexico to make funds available by grant application for ambulance services, fire departments, and rescue services. It is funded by the state legislature and prioritizes expenditures based on the number of EMS and rescue runs in combination with service area to determine the amount each service is awarded. The department typically receives the amount of \$20,000.00 from this grant.

Fiscal Impact:

Reviewed By: [Signature]

Finance Department

The Hobbs Fire Department is requesting \$28,000, however the department typically receives \$20,000 from the fund. The funds will be used for training, travel/meals/schools, and EMS supplies. This fund will be shown as a revenue and expenditure in the budget. There is no net effect on the budget.

Attachments:

- 1. Resolution
2. EMS Fund Act Local Funding Program Application

Legal Review:

Approved As To Form: [Signature]

City Attorney

Recommendation:

Approval of the resolution authorizing the Mayor to sign the EMS Fund Act Local Funding Program Application.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7019

A RESOLUTION AUTHORIZING THE MAYOR TO APPROVE AN APPLICATION
WITH THE NEW MEXICO DEPARTMENT OF HEALTH EMS FUND ACT LOCAL
FUNDING PROGRAM FOR FISCAL YEAR 2022

WHEREAS, the City of Hobbs Fire Department is eligible to participate in the FY22
New Mexico Department of Health EMS Fund Act Local Funding Program; and

WHEREAS, the EMS Fund Act was established by the State of New Mexico to
make funds available for ambulance services, fire departments, and rescue services; and

WHEREAS, funding is based on the number of EMS and rescue runs in
combination with service area to determine the amount each service is awarded; and

WHEREAS, these funds will be utilized for training, travel/meals/schools, and EMS
supplies;

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 on behalf of the City of Hobbs an Application with the New Mexico
Department of Health EMS Fund Act Local Funding Program for FY22.

PASSED, APPROVED AND ADOPTED this 19th day of January, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



**EMS FUND ACT
LOCAL FUNDING PROGRAM
APPLICATION
FISCAL YEAR 2022**

Submit to:
EMS Bureau
1301 Siler Rd Bldg F
Santa Fe, NM 87507
Attn: Ann Martinez
505-476-8233

Due Date: January 22, 2021

To All Potential Applicants:

The EMS Fund Act was created for the purpose of making funds available to municipalities and counties, in proportion to their needs, for use in the establishment and enhancement of local emergency medical services in order to reduce injury and loss of life.

In any fiscal year, no less than seventy-five percent of the money in the fund shall be used for the local emergency medical services funding program to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical services personnel. This money shall be distributed to municipalities and counties on behalf of eligible local recipients, using a formula established pursuant to rules adopted by the department. The formula shall determine each municipality's and county's share of the fund based on the relative geographic size and population of each county. The formula shall also base the distribution of money for each municipality and county on the relative number of runs of each local recipient eligible to participate in the distribution. **To be eligible**, an applicant must be an incorporated municipality or county applying on behalf of a **local recipient** (publicly owned or contracted ambulance or air ambulance service, medical rescue service, fire department rescue service, regionalized emergency medical service agency; or other prehospital emergency medical service care provider based in state). Your service must also be compliant with NMEMSTARS Data V.3 Elite, and Medical Rescue Certification, if not a PRC Service.

Your Application and Annual Report **must be postmarked or hand-delivered** to the EMS Bureau by **5:00pm on Friday, January 22, 2021**. Please adhere to the following instructions, **as incomplete applications will not be processed:**

- Submit an **ORIGINAL AND THREE (3) COPIES – Annual Service Report as well. Failure to make copies will result in an incomplete application and will not be accepted.** (faxed or emailed applications will not be accepted as well)
- **NO SPECIAL BINDING** (*one staple in the left top corner only- NO PAPERCLIPS or BINDERS*)
- Be sure to have necessary **SIGNATURES and NOTARY.**

Local Recipient:	Hobbs Municipal Ambulance Service			314331	
	<i>(EMS Service that will benefit)</i>			<i>(EMS Service #)</i>	
Mailing Address:	301 East White		Hobbs	NM	88240
	<i>(Street/Mailing Address)</i>		<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 3	(575) 397-9308	(575) 397-9331
	<i>(EMS Region)</i>		<i>(Business Phone #)</i>	<i>(Emergency Phone #)</i>	<i>(Fax Phone #)</i>
Contact Person:	Barry Young		Deputy Chief	byoung@hobbsnm.org	
	<i>(Name)</i>		<i>(Title)</i>	<i>(E-mail Address)</i>	

Applicant:	City of Hobbs				
	<i>(County or Municipality serving as Fiscal Agent)</i>				
Mailing Address:	200 East Broadway		Hobbs	NM	88240
	<i>(Mailing Address)</i>		<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
Contact Person:	Toby Spears		Finance Director		
	<i>(Name)</i>		<i>(Title)</i>		
	575-397-9235	575-397-3257	tspears@hobbsnm.org		
<i>(Telephone #)</i>		<i>(Fax Phone #)</i>	<i>(E-mail Address)</i>		

EMS AGENCY FUNDING INFORMATION

The minimum distribution of funds is based on the following criteria. Assure the agency meets each criterion for the level for which the agency is applying. If each box under a particular level cannot be checked off, the applying service may not be eligible to receive EMS Fund Act funds. Choose **one (1) level** for which your service meets or exceeds the criteria. **(All responses are subject to review and verification).**

Medical-Rescue Service Entry Level (\$1,500)	Medical-Rescue Service First Responder (\$3,000)	Medical-Rescue Service/Ambulance Basic Level (\$5,000)	Medical-Rescue Service/Ambulance Advance Level (\$7,000)
<input type="checkbox"/> Check if applicable Fifty percent (50%) of all runs are covered by a NM licensed First Responder (within two years of the initial request for funding).	<input type="checkbox"/> Check if applicable Eighty percent (80%) of all runs are covered by a NM licensed First Responder or NM licensed EMT, minimum of two NM licensed personnel.	<input type="checkbox"/> Check if applicable Eighty percent (80%) of all runs covered by a NM licensed EMT-Basic or higher NM licensed EMT personnel, minimum of two NM licensed personnel.	<input checked="" type="checkbox"/> Check if applicable Eighty percent (80%) of all runs covered by a NM licensed EMT-I or EMT-P level, minimum of two NM licensed personnel.
<input type="checkbox"/> Check if applicable Service has Basic medical supplies and equipment.	<input type="checkbox"/> Check if applicable Service has basic medical supplies and equipment.	<input type="checkbox"/> Check if applicable Service has basic medical supplies and equipment.	<input checked="" type="checkbox"/> Check if applicable Service has basic & advanced medical supplies and equipment.
<input type="checkbox"/> Check if applicable Service has mutual aid agreements. Attached copy(s)	<input type="checkbox"/> Check if applicable Service has mutual aid agreements. Attached copy(s)	<input type="checkbox"/> Check if applicable Service has mutual aid agreements or other cooperative plan(s) with first response or transporting ambulance service(s). Attach copy(s)	<input checked="" type="checkbox"/> Check if applicable Service has mutual aid agreements or other cooperative plan(s) with first response or transporting ambulance service(s). Attach copy(s)
<input type="checkbox"/> Check if applicable Service has a designated Training Coordinator.	<input type="checkbox"/> Check if applicable Service has a designated Training Coordinator.	<input type="checkbox"/> Check if applicable Service has a designated Training Coordinator.	<input checked="" type="checkbox"/> Check if applicable Service has a designated Training Coordinator.
<input type="checkbox"/> Check if applicable The Service is, or plans to submit all runs to NMEMSTARS Database	<input type="checkbox"/> Check if applicable The Service is submitting all runs to NMEMSTARS Database	<input type="checkbox"/> Check if applicable The Service is submitting all runs to NMEMSTARS Database	<input checked="" type="checkbox"/> Check if applicable The Service is submitting all runs to NMEMSTARS Database
<input type="checkbox"/> Check if applicable Service plans to routinely respond (defined as "available...24 hours per day, 7 days per week") when dispatched for all medical and traumatic emergencies within its primary response area.	<input type="checkbox"/> Check if applicable Routinely responds (defined as "available...24 hours per day, 7 days per week") when dispatched for all medical and traumatic emergencies within its primary response area.	<input type="checkbox"/> Check if applicable Routinely responds (defined as "available...24 hours per day, 7 days per week") when dispatched for all medical and traumatic emergencies within its primary response area.	<input checked="" type="checkbox"/> Check if applicable Routinely responds (defined as "available...24 hours per day, 7 days per week") when dispatched for all medical and traumatic emergencies within its primary response area.
<input type="checkbox"/> Check if applicable Service has a Medical Director if performing skills requiring Medical Direction (see Scope of Practice) and appropriate medical protocols.	<input type="checkbox"/> Check if applicable Service has a Medical Director if performing skills requiring Medical Direction (see Scope of Practice) and appropriate medical protocols.	<input type="checkbox"/> Check if applicable Service has a Medical Director and appropriate BLS medical protocols.	<input checked="" type="checkbox"/> Check if applicable Service has a Medical Director and appropriate BLS and ALS medical protocols.
<input type="checkbox"/> Check if applicable Service complies with NM EMS Bureau Medical Rescue Certification regulations	<input type="checkbox"/> Check if applicable Service complies with NM EMS Bureau Medical Rescue Certification regulations	<input type="checkbox"/> Check if applicable Service complies with PRC 18.4.2 NMAC or EMS Bureau Medical Rescue Certification regulations	<input checked="" type="checkbox"/> Check if applicable Service complies with PRC 18.4.2 NMAC or EMS Bureau Medical Rescue Certification regulations
			<input checked="" type="checkbox"/> Check if applicable If applicable, Service complies with Air Ambulance certification regulations 7.27.5 NMAC.

LIST OF ITEMS FOR WHICH FUNDS ARE REQUESTED

- Please complete the Equipment Inventory Report prior to listing your funding requests.
- Funds may only be utilized to support the cost of supplies and equipment and operational costs other than salaries and benefits for emergency medical personnel. Please round all estimated costs to the nearest \$100. **We must be realistic, please estimate amount closest to funding that service receives every year.**
- Use each priority number only once. (Use additional sheets if necessary.)

*Priority (Rank Order)	Description of Items <i>(Please list in appropriate category and provide adequate detail on each priority item)</i>	Estimated Cost (\$)
Repair and Maintenance:		
Training:		
	EMT, AEMT, Paramedic, PALS, ACLS, BLS, PHTLS, AMLS	\$ 12,000.00
	EMT Prerequisite class	
	Licensure Renewals	
Mileage & Per Diem:		
	Travel to classes and conferences	\$ 8,000.00
	Travel to clinical, internship and exam sites	
Supplies (Items Under \$500):		
	EMS Supplies	\$ 8,000.00
**Capital Outlay (Items Over \$500):		
Other Operational Costs:		
TOTAL AMOUNT OF REQUEST:		\$ 28,000.00

* Do not make all items Priority No. 1.

** For **Capital Outlay Projects** for which the service intends to "carry over" funds for multiple years in order to pay for a particularly expensive item, the following criteria must be documented and/or met:

- Maximum number of years for single project is 3 - 5 years
- Item and savings plan must be described, including amount designated for item each year
- Carry over request for designated project money must accompany the required end of year fiscal year expenditure report
- Amount of project designated money for the year and carry-over request amount must match

Note: If project changes, the designated project money must be returned unless bureau approval for other expenditure is Obtained. (Communication is key)

JUSTIFICATION OF TOP PRIORITIES

Please justify your priorities on this application in accordance with the type and level of service you provide and the resources and capabilities of other EMS services in the area. Why are these top priorities? (Use additional sheets if necessary.)

The Top Priority of the Hobbs Fire Department will to continue to be training for personnel. The department requires each employee to be licensed to the level of Advanced(AEMT). With this requirement comes the cost of sending personnel to EMT, AEMT, and any prerequisites classes needed to obtain the licenser. Hobbs Fire Department is the sole EMS transport service in the community, and one of the only three services within Lea County which provide an advanced level of care. The Hobbs Fire Department will continue to keep all personnel up to date with the latest standards provided through ACLS, PALS, BLS, PHTLS, AMLS and any other necessary certification classes.

EMS Supplies are a recurring expense for the department, and must be maintained in order to provide the level of service expected by the community. Prices for medications and supplies continue to increase each and every year, and will to continue to do so in the future.

SERVICE NAME:	Hobbs Municipal Ambulance Service
----------------------	-----------------------------------

EMS FUND ACT CERTIFICATION BY APPLICANT


STATE OF NEW MEXICO, COUNTY OF	Lea
---------------------------------------	-----

Pursuant to the Emergency Medical Services Fund Act Program 7.27.4 NMAC, I the undersigned:
(TYPE OR PRINT)

Sam Cobb	OR	Chairman, Board of Commissioners
Mayor		
City of Hobbs		Lea
Municipality		County

I do certify that the information contained in the application is true and correct to the best of my knowledge and information; and that the following specific conditions are satisfactorily met in accordance with the EMS Fund Act Program 7.27.4 NMAC:

- That the funds received will be expended only for the purposes stated in the application and approved by the EMS Bureau.
- That authorization of the chief executive of the incorporated municipality or county is required, on behalf of the local recipient on vouchers issued by the treasurer of the political subdivision.
- That accountability and reporting of these funds shall be in accordance with the requirements set forth by the Local Government Division of the New Mexico Department of Finance and Administration.
- That the funds distributed under the Act will not supplant other funds budgeted and designated for emergency medical service purposes.

<i>Signature of Official Named Above</i>	<i>(Title)</i>
The above was sworn and subscribed to before this ___ day of _____, 20__.	
Notary Public: _____	
My commission expires: _____	

PERSON COMPLETING FORM

Name:	Michael Prudencio	Battalion Chief	
	<i>(Name)</i>	<i>(Title)</i>	
Address:	301 East White		
	Hobbs	NM	88240
	<i>(City)</i>	<i>(State)</i>	<i>(Zip)</i>
			<i>(+4)</i>
(575) 397-9308			mprudencio@hobbsnm.org
<i>(Work Phone)</i>	<i>(Home Phone)</i>	<i>(Cellular Phone)</i>	<i>(Email)</i>

Signature:	
-------------------	--

FOR BUREAU USE ONLY

Reviewer: _____	Date Reviewed: _____
Approved: Yes No	Final Award: _____
Comments/Problem:	
Date Corrected:	

Equipment Inventory Report

The following equipment and disposable supplies are required by the Public Regulation Commission and the Medical Rescue Certification regulations. Items that are missing, broken or depleted should be considered as **top priority** items for funding requests. If the equipment is in place or available for each unit used by your service, please fill in the check box.

Front of Vehicle Cab or Optimal Location:

Item Description	Available	Item Description	Available
Fire Extinguisher (2 lb) or (2 – 1lb)	<input checked="" type="checkbox"/>	Vehicle Registration	<input checked="" type="checkbox"/>
Flashlight	<input checked="" type="checkbox"/>	Vehicle Spotlight or auxiliary lighting	<input checked="" type="checkbox"/>
Fuses (appropriate sizes)	<input checked="" type="checkbox"/>	Warning Lights	<input checked="" type="checkbox"/>
Jack and Handle	<input checked="" type="checkbox"/>	Other: <i>(Specify)</i>	
Lug Wrench	<input checked="" type="checkbox"/>		
Maps or Navigational equipment	<input checked="" type="checkbox"/>		
Patient Care Reports or Reporting System	<input checked="" type="checkbox"/>		
Roadway warning devices	<input checked="" type="checkbox"/>		
Service Specific Protocols and guidelines	<input checked="" type="checkbox"/>		
Siren	<input checked="" type="checkbox"/>		
Spare Tire	<input checked="" type="checkbox"/>		
Star of Life Displayed	<input checked="" type="checkbox"/>		
Tool Box	<input checked="" type="checkbox"/>		
Triage Tags for MCI's	<input checked="" type="checkbox"/>		
U.S. DOT Emergency Response Guidebook	<input checked="" type="checkbox"/>		

Communications Equipment

Item Description	Available	Item Description
Dispatch Radio UHF/VHF	<input checked="" type="checkbox"/>	Other: <i>(Specify)</i>
EMSCOM (UHF) Radio	<input checked="" type="checkbox"/>	
Spare Batteries/charger system	<input checked="" type="checkbox"/>	

Personal Protective Equipment

Item Description	Available	Item Description
Exam Gloves	<input checked="" type="checkbox"/>	Other: <i>(Specify)</i>
Eye Protection	<input checked="" type="checkbox"/>	
Gloves (Leather or heavy duty)	<input checked="" type="checkbox"/>	
Hearing Protection	<input checked="" type="checkbox"/>	
Helmet with Face Shield	<input checked="" type="checkbox"/>	
N-95 mask (or > particulate mask)	<input checked="" type="checkbox"/>	
Safety Vest/Jacket/(ANSI 2008 Compliant)	<input checked="" type="checkbox"/>	
Splash Protection (disposable)	<input checked="" type="checkbox"/>	

Diagnostic Equipment

Item Description	Available	Item Description	Available
Aneroid Sphygmomanometer with infant, pediatric, adult and obese size cuffs	<input checked="" type="checkbox"/>	Thermometer	<input checked="" type="checkbox"/>
End Tidal CO2 monitoring device (optional)	<input checked="" type="checkbox"/>	Other: <i>(Specify)</i>	
Glucose Monitoring Instrument	<input checked="" type="checkbox"/>		
Penlights	<input checked="" type="checkbox"/>		
Pulse Oximeter	<input checked="" type="checkbox"/>		
Stethoscope	<input checked="" type="checkbox"/>		

Patient Compartment Equipment – If Applicable (Interior or Exterior)

Basic Level			
Item Description	Available	Item Description	Available
Adhesive Tape 1" and 2"	<input checked="" type="checkbox"/>	Oropharyngeal Airway (Sizes 0 – 5, Infant – Adult)	<input checked="" type="checkbox"/>
Auto Ventilator Devices (ATV/MTV)	<input type="checkbox"/>	Oxygen Delivery Devices (Adult, Child and Infant Sizes)	<input checked="" type="checkbox"/>
Bag Valve Mask Devices (Adult, Child and Infant)	<input checked="" type="checkbox"/>	Oxygen Supply Tubing	<input checked="" type="checkbox"/>
Band-Aids (Assorted Sizes)	<input checked="" type="checkbox"/>	Patient Restraints	<input checked="" type="checkbox"/>
Biohazard Clean-up Supplies	<input checked="" type="checkbox"/>	Pediatric Drug Dosage Tape or chart	<input checked="" type="checkbox"/>
Biohazard Waste bags	<input checked="" type="checkbox"/>	Pediatric Restraint device/car seat	<input checked="" type="checkbox"/>
Blankets	<input checked="" type="checkbox"/>	Pillows	<input checked="" type="checkbox"/>
Body Bags	<input type="checkbox"/>	Portable Oxygen Equipment	<input checked="" type="checkbox"/>
Cervical Collars - Rigid (Adult, Child and Infant)	<input checked="" type="checkbox"/>	Portable Suction Unit	<input checked="" type="checkbox"/>
Cervical Immobilization Devices	<input checked="" type="checkbox"/>	Seated Spinal Immobilization Device	<input checked="" type="checkbox"/>
Chair Stretcher	<input checked="" type="checkbox"/>	Semi-Automatic Defibrillator with Pads	<input checked="" type="checkbox"/>
Cold Pack	<input checked="" type="checkbox"/>	Semi-Automatic Defibrillator Batteries	<input checked="" type="checkbox"/>
Cold Weather Warming Devices	<input checked="" type="checkbox"/>	Sharps Container	<input checked="" type="checkbox"/>
Dressings Assorted (4x4, Kerlex, 2x2, etc.)	<input checked="" type="checkbox"/>	Sheets	<input checked="" type="checkbox"/>
Emesis Basin	<input checked="" type="checkbox"/>	Shoulder/chest/extremity straps	<input checked="" type="checkbox"/>
Field Stretcher (Scoop, Collapsible, Vacuum)	<input checked="" type="checkbox"/>	Spinal Immobilization device/backboard	<input checked="" type="checkbox"/>
Foil Blanket	<input checked="" type="checkbox"/>	Splints, Extremity (Rigid, Air, Vacuum)	<input checked="" type="checkbox"/>
Hand Sanitizer	<input checked="" type="checkbox"/>	Sterile Burn Sheets	<input checked="" type="checkbox"/>
Heat Pack	<input checked="" type="checkbox"/>	Sterile Gloves (Assorted Sizes)	<input checked="" type="checkbox"/>
Inhalation Therapy Equipment	<input checked="" type="checkbox"/>	Sterile Water	<input checked="" type="checkbox"/>
Installed Oxygen System	<input checked="" type="checkbox"/>	Stokes Basket	<input checked="" type="checkbox"/>
Latex/Vinyl Gloves (Non-Sterile) (Small, Medium, Large, X-Large)	<input checked="" type="checkbox"/>	Suction Catheters (Soft & Rigid)	<input checked="" type="checkbox"/>
Long Backboard	<input checked="" type="checkbox"/>	Supraglottic Airway Devices	<input checked="" type="checkbox"/>
Multi-level Stretcher	<input checked="" type="checkbox"/>	Multi-lumen Airway Devices	<input checked="" type="checkbox"/>
Multi-Lumen Airways	<input checked="" type="checkbox"/>	Laryngeal Airway Devices	<input checked="" type="checkbox"/>
Obstetrical Kit with Sterile Scissors or Equivalent to cutting umbilical cord	<input checked="" type="checkbox"/>	Towels	<input checked="" type="checkbox"/>
Nasopharyngeal Airways	<input checked="" type="checkbox"/>	Traction Splint	<input checked="" type="checkbox"/>
Occlusive Dressings	<input checked="" type="checkbox"/>	Trauma Dressings	<input checked="" type="checkbox"/>
On-Board Suction System	<input checked="" type="checkbox"/>	Trauma Shears	<input checked="" type="checkbox"/>
On-Board Oxygen Supply	<input checked="" type="checkbox"/>	Triangular Bandages	<input checked="" type="checkbox"/>
		Urinal (Male and Female)	<input checked="" type="checkbox"/>
Pharmacological Equipment/Medications as approved by the NM Scope of Practice for First Responder, EMT-Basic and the Service Medical Director			<input checked="" type="checkbox"/>
Other: <i>(Specify)</i>			

Advanced Level			
Item Description	Available	Item Description	Available
Alcohol and Betadine Prep Pads	<input checked="" type="checkbox"/>	IV Fluid (Normal Saline, D5W, LR)	<input checked="" type="checkbox"/>
Cardiac Monitor/ Defibrillator/Ext. Pacer (Manual)	<input checked="" type="checkbox"/>	Laryngoscope Blades – Adult	<input checked="" type="checkbox"/>
		Laryngoscope Blades – Peds	<input checked="" type="checkbox"/>
Chest Decompression Catheters	<input checked="" type="checkbox"/>	Laryngoscope Handle	<input checked="" type="checkbox"/>
Cricothyroidotomy Kit	<input checked="" type="checkbox"/>	Magill Forceps	<input checked="" type="checkbox"/>
EKG Monitor Electrodes	<input checked="" type="checkbox"/>	Needles (Assorted Gauges)	<input checked="" type="checkbox"/>
Electrode Defib Pads	<input checked="" type="checkbox"/>	Pediatric Fluid Control Device	<input checked="" type="checkbox"/>
Endotracheal Tubes (Assorted)	<input checked="" type="checkbox"/>	Scalpels	<input checked="" type="checkbox"/>
Ext. Cardiac Pacing Pads	<input checked="" type="checkbox"/>	Syringes (1cc, 3cc, 5cc, 10cc)	<input checked="" type="checkbox"/>
Infusion Pumps	<input type="checkbox"/>	Toomey Syringe (60cc)	<input checked="" type="checkbox"/>
Inhalation Therapy Equipment	<input checked="" type="checkbox"/>	Tubes, Blood Drawing (Assorted Sizes and Types)	<input checked="" type="checkbox"/>
Intraosseous Needles	<input checked="" type="checkbox"/>		<input type="checkbox"/>
IV Catheters	<input checked="" type="checkbox"/>	Tubing, IV Administration (60gtts)	<input checked="" type="checkbox"/>
		Tubing, IV Administration Set (10gtts – 20gtts)	<input checked="" type="checkbox"/>
Pharmacological Equipment/Medications as approved by the NM Scope of Practice for EMT-Intermediate and EMT- Paramedic, and the Service Medical Director			<input checked="" type="checkbox"/>
Other: <i>(Specify)</i>			

For any item above that are not marked as available, please identify why your department does not have these items and how many are needed in order to equip each unit.

Mutual Aid Agreement
And
Master Firefighting / Emergency Medical Services Plan

For The Fire and Emergency Medical Service Agencies of

Lea County, New Mexico

Adopted
1988

Revised
October 10, 2000

**MUTUAL AID AGREEMENT
AND
MASTER FIREFIGHTING / EMERGENCY MEDICAL SERVICES
PLAN**

WHEREAS, each municipality within Lea County having a Fire Department and/or EMS has, by contract with Lea County, obligated itself to provide firefighting & emergency medical service (EMS) to areas adjacent to its municipal boundaries and to all areas within a reasonable distance from the municipality; and

WHEREAS, all Fire and EMS Departments in Lea County have made it a practice to respond wherever needed, this sometimes leading to jurisdictional controversies; and

WHEREAS, there has developed a need to 1) define and assign geographic areas of responsibility not currently within any Department's established jurisdiction; 2) define working rules by which all Departments will abide; and 3) establish contractual authority by which the Fire and/or EMS Department of one party can operate within another party's jurisdiction, when called upon to do so in the event of an emergency.

To accomplish these purposes, the undersigned parties enter into this Agreement, to be effective immediately, and to continue indefinitely thereafter.

1. **Geographic Areas:** Lea County does hereby assign, and each party undersigned does hereby accept primary firefighting and EMS responsibility for the area assigned to it below:

City of Tatum: Area 1 *legally described as follows* - Beginning at the NW corner of Section 6, Township 9 South, Range 32 East; thence East to the NE corner of Section 4, Township 9 South, Range 38 East; thence South to the SE corner of Section 35, Township 13 South, Range 38 East; thence West to the SW corner of Section 31, Township 13 South, Range 32 East; thence South to CR 108, Section 13, Township 14 South, Range 34 East, following CR 108 to the junction of NM Highway 457; thence North to the SW corner of Section 34, Township 13 South, Range 33 East; following CR 189 to Section 7, Township 13 South, Range 32 East; thence North to the NW Corner of Section 6, Township 11 South, Range 32 East; thence West to Section 4, Township 11 South, Range 32 E; thence North to the point of beginning.

City of Lovington: Area 2 *legally described as follows* -Beginning at the NE corner of Section 2, T14S, R38E; thence South along the NM/Tex state line to US Highway 82; thence in a Southwesterly direction along US Highway 82 to CR 89; thence South along CR 89 to the SE corner of Section 1, T16S, R37E; thence West along State Highway 83 to the SE corner of Section 4, T16S, R37E; thence South to CR 78; thence West along CR 78 to State Highway 483; thence South along State Highway 483 to the SE corner of Section 33, T17S, R36E; thence West to the SW corner of Section 35, T17S, R34E; thence North to State Highway 82, thence in a Northwesterly direction along State Highway 457 to the junction of CR 108; thence East following CR 108 to Section 13, T14S, R34E; thence North to the NW corner of Section 6, T14S, R35E; thence East to the point of beginning.

Lovington EMS Addendum: *legally described as follows* - Beginning at the NE corner of Section 2, Township 14 South, Range 38 East; thence South along the New Mexico/Texas State line to NM Highway 133; thence West to NM highway 132 continuing West on County Road 88 to County Road 87; thence South to the SE corner of Section 14, Township 17 South, Range 37 East; thence West to NM 483; thence South to the SE corner of Section 33, Township 17 South, Range 36 East; thence West to the Lea/Eddy County line at the SW corner of Section 31, Township 17 South, Range 32 East; thence North following the County line to the NW corner of Section 6, Township 14 South, Range 32 East; thence East to CR 457; thence South on CR 457 to CR108; thence East along CR 108 to Section 13, Township 14 South, Range 34 East; thence East to the New Mexico/Texas state line to the point of beginning.

Maljamar Fire District: Area 3 *legally described as follows* -Beginning at a point of CR 159 and the county line; thence Southeasterly along CR 159 to the junction of State Highway 457; thence Southeasterly along State Highway 457 to US Highway 82, thence South to US Highway 62/180; thence in a Southwesterly direction along US Highway 62/180 to the county line; thence North to the NW corner of Section 6 T16S, R32E; thence East to the SW corner of Section 31 T15S, R32E; thence North to the point of beginning.

Knowles Fire District: Area 4 *legally described as follows* - Beginning at the NW corner of Section 10, T17S, R36E; thence East along CR 78 to the NE corner of Section 9, T17S, R37E; thence North to State Highway 83; thence East along State Highway 83 to the NE corner of Section 12, T16S, R37E; thence North along CR 89 to US Highway 82; thence in a Northeasterly direction along US Highway 82 to the NM/Tex State line; thence South along the NM/Tex State line to a point 660 feet South of the SE corner of Section 29, T17S R39E; thence West to a point 6600 feet South of the SW corner of Section 28, T17S, R38E; thence

North to the SW corner of Section 28, T17S, R38E; thence West to the SW corner of Section 27, T17S, R36E; thence North to the point of beginning.

City of Hobbs: Area 5 *legally described as follows* - Beginning at the NW corner of Section 34, T17S, R36E; thence East to the SW corner of Section 28, T17S, R38E; thence South 660 feet; thence East to a point 660 feet South of the SE corner of Section 29, T17S, R39E; thence South along the NM/Tex state line to the SE corner of Section 5, T20S, R39E; thence West to State Highway 18; thence South along State Highway 18 to CR 45; thence West along CR 45 to the West line of Section 8, T20S, R38E; thence North to 62/180; thence West along 62/180 to the NE corner of Section 1, T19S, R37E; thence South to the SE corner of Section 12, T19S, R37E; thence West to the SW corner of Section 10, T19S, R37E; thence North to 62/180; thence West along 62/180 to State Highway 483; thence North along State Highway 483 to the SE corner of Section 28, T18S R36E; thence West to the SW corner of the SE 1/4 of Section 28; thence East to State Highway 483; thence North to the point of beginning.

Hobbs EMS Addendum: *legally described as follows* - Beginning at the Northeast corner of the Northwest 1/4 of Section 29, Township 16 S, Range 39 E. Thence West 8.5 miles to the Northwest corner of Section 25, Township 16 S, Range 37 E. Thence 5 miles South to the Northwest Corner of Section 24, Township 17 S, Range 37 E. Thence 8 miles West to the Northwest corner of Section 22, Township 17 S, Range 36 E. Thence 3 miles South along State Road 483, to the Northwest corner of Section 3, Township 18 S, Range 36 E. Thence 27 miles West to the Northwest corner of Section 6, Township 18 S, Range 32 E. Thence 17.5 miles South, along the Lea/Eddy County line, to the Southwest corner of the Northwest 1/4 of Section 31, Township 20 S, Range 32 E. Thence 43.5 miles Northeast to the Southeast corner of the Southwest 1/4 of Section 5, Township 20 S, Range 39 E. Thence 21 miles North along the New Mexico/Texas State line, to the point of beginning.

Monument Fire District: Area 6 *legally described as follows* - Beginning at the NW corner of Section 2, T18S, R34E, thence East to State Highway 483; thence South along State Highway 483 to the NE corner of the SE 1/4 of Section 28, T18S, R36E; thence West to the NW corner of the SE 1/4 of Section 28; thence South to the SW corner of the SE 1/4 of Section 28; thence East to State Highway 483; thence South along State Highway 483 to State Highway 62/180; thence East along State Highway 62/180 to the NE corner of Section 4, T19S, R37E; thence South to the NW corner of Section 16, T19S, R37E; thence East to the NE corner of Section 13, T19S, R37E; thence North to the NW corner of Section 6, T19S, R38E; thence East to the NE corner of Section 6, T19S, R38E; thence South to the SE corner of Section 31, T20S, R38E; thence West to the SW corner of Section 31, T20S, R32E; thence North to US Highway 62/180; thence in a Northeasterly direction along US Highway 62/180 to the SE corner of Section 27, T19S, R34E; thence North to the point of beginning.

City of Eunice: Area 7 *legally described as follows* - Beginning at the NW corner of Section 6, T21S, R32E; thence East to the SE corner of Section 31, T20S, R38E, thence North to CR 45, thence East along CR 45 to State Highway 18, thence North along State Highway 18 to the NW corner of Section 11, T20S, R38E; thence East to the NE corner of Section 8 T20S, R39E; thence South along the NM/Tex State line to the SE corner of Section 21, T23S, R38E; thence West to the SW corner of Section 19, T23S, R32E; thence North to the point of beginning.

City of Jal: Area 8 *legally described as follows* - Beginning at the NW corner of Section 30, T23S, R32E; thence East to the NE corner of Section 28, T23S, R38E; thence South along the NM/Tex state line to the SE

corner of Section 33, T26S, R38E; thence West along the NM/Tex state line to the SW corner of Section 31 T26S, R32E; thence North along the county line to the point of beginning.

2. Definitions

- A. For the area assigned to it, each party shall be referred to as the "*primary unit*". When another party responds to a call for assistance outside its assigned area, it shall be referred to as a "*secondary unit*".
- B. A State registered, certificated Ambulance Service is operated by the municipalities of Eunice, Hobbs, Jal, Lovington, and Tatum.
- C. A State registered, Medical Rescue Service with transport capability is operated by the Lea County, Knowles Fire Department.
- D. A State approved, Medical Rescue Service without transport capability is operated by the Lea County, Monument and Maljamar Fire Departments.
- E. A Fire /Arson Task force shall be available to all Fire Departments in Lea County. This Task Force may be activated as deemed necessary for the investigation of fires that would normally overtax the resources of an individual department. (*see addendum #3*)

3. Incident Command System

The Incident Command System shall be used on all mutual aid emergencies. (*see addendum #1*)

4. Rights and Obligations of a Primary Unit

A primary unit shall have these rights and obligations with respect to its assigned area:

- A. The right to receive all calls for its area and to be the first response to all fires and emergency medical emergencies in its area, unless specified by other interdepartmental agreements or automatic mutualaid;
- B. The right to call on the other parties to this agreement for assistance as a secondary unit;
- C. The right to select what parties to call upon for assistance, dependant upon what equipment, resources, and additional personnel is needed;
- D. The right to call upon another party to this agreement to provide standby fire/EMS protection for its own district or municipality as it commits its resources to the ongoing emergency;
- E. The right to command the cooperative firefighting/EMS effort in its area and to assign specific

tasks and objectives to a secondary unit;

- F. The right to discharge a secondary unit from an emergency scene;
- G. When responding into the assigned fire district of another department as the primary unit on EMS calls (including motor vehicle accidents), the primary unit has the obligation to immediately notify said department in order to initiate first response and provide rescue if needed. It is in the best interest of the patient(s) to receive emergency medical aid as soon as possible upon initiating a call.

5. Rights and Obligations of a Secondary Unit

In relation to the rights of a primary unit, as enunciated above, a secondary unit shall have these corresponding rights and obligations:

- A. The obligation to forward all fire/EMS calls for areas other than its own area:
 - 1) To the department responsible for the subject area, and if no adequate response, then:
 - 2) To the Lea County Sheriff's Central Dispatch Office for appropriate response.
- B. The obligation to give secondary response assistance or standby assistance when and as requested to do so by a primary unit, subject to a secondary unit's right to keep its own district or municipality adequately protected;
- C. The obligation to accept and assume the tasks assigned to it by a primary unit so long as the assignment does not unreasonably endanger the secondary unit's personnel or equipment;
- D. The obligation to depart the scene when discharged by the primary unit;
- E. The obligation to notify the primary unit when the secondary unit declines to accept the task assigned to it and when the secondary unit chooses to disengage from a cooperative effort;
- F. The right to call upon another party to this agreement to provide standby fire/EMS protection for the secondary unit's district or municipality as it commits its resources to a response in another area;
- G. The right to be released from further service by the primary unit when the secondary unit's services are no longer needed.

6. Multi-Area Fires

- A. When a primary unit and two or more secondary units are involved in firefighting the same fire and the fire burns from one area into another area, the secondary unit responsible for that area

may disengage from the cooperative firefighting effort and elect to fight that portion of the fire in its own area. The other secondary units at the scene shall remain under the command of the original primary unit unless said primary unit chooses to release said secondary unit or transfer command.

- B. When a party responds to a fire thinking it to be in its area, but discovers that it is in another party's area, the responding party shall commence the firefighting effort and notify the other party of the fire in its area. If the other party is requested to respond, it shall be obligated to respond and have the right to assume command of the firefighting effort when it arrives.
- C. When two fire departments are involved in fighting the same fire and the fire burns from one area into the other's area, the right to assume command shall reside with the primary unit into whose area the fire burned.
- D. Change in Command or Passing of Command must be clearly communicated between the incoming and out-going Officers in charge. It shall not be assumed and should be a formal transfer that shall be conducted in person and via radio communications between the Officers. The party in command shall have the obligation and responsibilities of command until command is specifically and formally passed to another.

7. **Multi Casualty Medical Response**
(see addendum #2 / to be added at a later date)

8. **Compensation and Reimbursement**

Each municipal party to this agreement will be compensated by Lea County for its firefighting services outside of its municipal boundaries pursuant to annual contract entered into under the authority of Section 4-38-5 N.M.S.A., 1978. Each party will bear its own costs and expenses in responding to fires pursuant to this agreement. Each party, however, reserves the right to make claims against the other parties to this agreement based on negligence.

9. **Chain of Command**

- A. Personnel and equipment brought to an Emergency scene by a primary unit or a secondary unit shall remain at all times under the control and direction of that primary unit or secondary unit, even when such personnel and equipment may become intermingled with personnel and equipment from other Departments. Correspondingly, no Commander from one Department shall assume or attempt to assume command of personnel and equipment from another Department.

- B. Whenever the circumstances described in paragraphs 4 and 5 above affect the Emergency activities, said activities shall be promptly and clearly communicated to the Incident Commander, either in person or by radio communication. It is the responsibility of the secondary unit or the involved office to so notify the Incident Commander, so proper management plans may be terminated, created or altered.

10. Mutual Aid within Municipal and Fire District Boundaries

Each party may call upon all other parties to this agreement to render assistance to it within its own Municipal or Fire District boundaries. In calling for assistance and in responding to such calls, the terms set forth above shall apply.

11. Good Faith

All parties will construe and abide by the provisions of this agreement in good faith.

12. Miscellaneous

This plan and agreement will continue in full force and effect as written for all those that remain a party to it. A party may withdraw by giving written notice to the County Manager, but it must do so at least 30 days prior to the withdrawal date. This plan and agreement may only be modified in writing and adopted by all those a party to it at the time the modification is proposed. Approval of this agreement by the State Fire Marshal is a condition precedent to adoption by the Lea County Board of Commissioners. This agreement is meant to be construed in a manner consistent with state law and all rules and regulations promulgated by the State Fire Marshal's office.

"Addendum #1"

3. Incident Command System

The Incident Command System shall be used on all mutual aid emergencies.

A. Establishing Command

1. The first arriving fire department member or "primary unit" shall assume command of the incident. The initial Incident Commander shall remain in command until command is transferred or the incident is stabilized and terminated.
2. The first member or "primary unit" on the scene must initiate whatever parts of the Incident Command System are needed to effectively manage the incident scene.
3. The first arriving fire department unit activates the command process by giving an initial size up report and identifying command.
4. Identifying Command: The radio designation Command will be used along with the Geographical Location of the incident. (i.e "Rose Road Command", "Highway 18 Command").
5. Should the first arriving member be a "secondary unit" they shall assume command until a "primary unit" arrives on the scene. The first arriving "primary unit" may elect to allow the "secondary unit" to remain in command if deemed necessary at that time.
6. Where two or more fire departments are operating in mutual aid at an incident scene, the State Fire Frequency should be designated as the primary command channel.
7. On smaller incident scenes, the Incident Commander may elect for all units to operate on the State Fire Frequency.

8. On larger incident scenes where it is necessary to utilize sector assignments, the Incident Commander may elect to allow units operating in a sector (under the direction of a Sector Officer) to use their departments operations frequency with the Sector Officer reporting to the Incident Commander on the State Fire Frequency. This is assuming a sector will be manned with personnel and equipment from the same department.
9. The Command Post location as well as any staging areas shall be elected and announced to all units arriving on the incident scene.

B. Transfer of Command

1. The first arriving fire department member or "primary unit" arriving on the scene will automatically assume command.
2. Later arriving, higher ranking officers may choose to assume command, or assume advisor positions.
3. The officer assuming command will communicate with the person being relieved by radio or face-to-face. Face-to-face is the preferred method to transfer command.
4. The person being relieved of command will brief the officer assuming command concerning pertinent information about the incident scene.
5. The person being relieved of command will be assigned to best advantage by the officer assuming command.
6. Command shall not be passed to an officer who is not on the scene.
7. The arrival of a ranking officer on the incident scene does not mean that command has been transferred to that officer. Command is only transferred when the outlined transfer of command process has been completed.
8. The Incident Commander has complete authority and responsibility for the incident scene.

C. Incident Command Structure

1. The Incident Commander must initiate whatever parts of the Incident Command System are needed to effectively manage the incident scene.

2. The Incident Commander may elect to assign personnel to any or all of the following parts of the Incident Command System Staff.

- | | |
|---------------------------|----------------|
| a. Operations | e. Information |
| b. Planning | f. Safety |
| c. Logistics | g. Liaison |
| d. Finance/Administration | |

3. The Incident Commander is responsible for any command function that is not assigned to other personnel on scene. Depending on the size of the incident all of the command functions may not be needed.

4. On larger incident scenes, it may be necessary to assign equipment and personnel to sectors (i.e. Fire, EMS, North, West or Extrication Sectors).

5. For incident scenes involving Ground Cover Fires it is recommended to identify sectors using Compass Directional Assignments. (i.e. North, South, East and West Sectors).

6. For Structure Fires where the incident has an odd geographical layout-not obvious north, south east and west-the front of the building is designated "Sector A" and the remaining sides are given a radio designation of B, C and D in a Clockwise manner. "Sector A" will always indicate the front of the building.

"Addendum #2"

7. **Multi Casualty Medical Response**

(To be added later)

"Addendum # 3"

2. Definitions

E. Fire / Arson Task Force

This document authorizes the formation of a permanent Task Force consisting of members of the Lea County Fire Departments, (paid and volunteer). This Task Force may be activated as deemed necessary for the investigation of fires that would normally overtax the resources of an individual department. The Task Force is also authorized to meet as deemed necessary to train it's members in the different aspects of fire / arson investigation. Membership shall also be open to law enforcement entities operating within Lea County.

- Purpose Statement - The Lea County Fire / Arson Task Force will bring together emergency responders within the County for the purpose of educating it's members in fire cause determination and arson investigation. A goal of the group will be to reduce dollar loss through arson prevention and control. Current resources will be pooled in an effort to maximize the use of individual expertise at fire scenes in Lea County, in order to provide quality cause and origin determination, as well as arson investigation when necessary. Training will be provided by State and Nationally certified fire investigators in the aforementioned areas.

IN WITNESS WHEREOF, each party undersigned has entered into this agreement on the date indicated by its duly authorized representative.

Shane Overton 9-14-2000
Shane Overton, Fire Chief
Eunice Fire Department

Shane Overton 9-12-00
Shane Overton, Mayor
City of Eunice

Andy Graham 5-3-00
Andy Graham, Fire Chief
Hobbs Fire Department

Jimmy Woodfin 5-15-00
Jimmy Woodfin, Mayor
City of Hobbs

Ronnie Walls 8/27/00
Ronnie Walls, Fire Chief
Jal Fire Department

Mary C. Eskins Aug 14, 2000
Mary C. Eskins, Mayor
City of Jal

Iona Kemp 8-17-00
Iona Kemp, Service Director
City of Jal Ambulance Service

Perry Williams 09/14/00
Perry Williams, Fire Chief
Lovington Fire Department

Troy L. Harris 9-15-00
Troy L. Harris, Mayor
City of Lovington

Phillip Jones 09-15-2000
Phillip Jones, Fire Chief
Tatum Fire Department

Betty C. Rickman 9-15-2000
Betty C. Rickman, Mayor
City of Tatum

Sandy Webb 9/14/00
Sandy Webb, Fire Chief
Monument Fire Department

Jimmy Wilbanks 9-15-00
Jimmy Wilbanks, Fire Chief
Maljamar Fire Department

John Farmer 9-14-00
John Farmer, Fire Chief
Knowles Fire Department

Dennis Holmberg 10/4/00
Dennis Holmberg, County Manager
County of Lea



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 19, 2021

SUBJECT: A RESOLUTION SUPPORTING A CHANGE TO THE STATE OF NEW MEXICO'S LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) ALLOWING MUNICIPALITIES TO PROVIDE A CERTAIN PERCENTAGE OF LEDA FUNDING TO RETAIL BUSINESS

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: January 12, 2020
SUBMITTED BY: Sam D. Cobb, Mayor

Summary:

Throughout the Nation the retail industry is a significant economic driver in municipalities. Under the current Local Economic Development Act (LEDA), municipalities over 35,000 are not able to utilize LEDA for the retail industry in their community, thereby placing them at a competitive disadvantage. This Resolution supports an amendment to the current version of LEDA that allows all municipalities to utilize up to twenty-five percent (25%) of municipal LEDA funding for expansion of existing retail or recruitment of new retail businesses if the economic development project is not funded or financed with state government revenues. Additionally, the allowable LEDA funding would not be used to fund any existing retail business to relocate from another location in New Mexico if the business does not remain in its previous location in New Mexico.

Fiscal Impact:

There is no fiscal impact for this Resolution.

Reviewed By: Finance Department

Digitally signed by Taha Saadon, CN=TA, O=City of Hobbs, OU=City of Hobbs, email=taha.saadon@cityofhobbs.org, c=US, Date: 2021.01.19 09:04:30 -0700

Attachments:

Legal Review:

Approved As To Form: City Attorney

Recommendation:

The Commission should consider this 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. 7020

A RESOLUTION SUPPORTING A CHANGE TO THE STATE OF NEW MEXICO'S LOCAL ECONOMIC DEVELOPMENT ACT (LEDA) ALLOWING MUNICIPALITIES TO PROVIDE A CERTAIN PERCENTAGE OF LOCAL ECONOMIC DEVELOPMENT ACT FUNDING TO RETAIL BUSINESS

WHEREAS, throughout the nation, the retail industry is a significant economic driver in municipalities regardless of their size; and

WHEREAS, in light of the economic struggles being faced by our nation, states, counties and municipalities, as we move forward over the next five to ten years, many municipalities will need to address the negative impacts upon the retail industry which will subsequently impact municipal gross receipts tax; and

WHEREAS, currently in the State of New Mexico, municipalities with populations less than 35,000 have the ability to support retail for economic development purposes in their communities, while municipalities with populations larger than 35,000 are not currently able to utilize the Local Economic Development Act (LEDA) for retail industry in their community, thereby placing them at a competitive disadvantage; and

WHEREAS, Hobbs, New Mexico is situated on the New Mexico and Texas border and thus many residents of Hobbs often travel to Texas to conduct retail shopping in light of the many expanded retail opportunities offered in Texas, thereby depriving Hobbs, Lea County, New Mexico, of possible gross receipts taxes; and

WHEREAS, to allow all municipalities the ability to adapt to the current economic climate, greater latitude in the expenditure of LEDA funds is needed to allow municipalities the ability to self-determine how to expend their LEDA funds to better reflect the economic development needs of their community. Current state legislation impedes that ability.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, that the Commission supports a change to the State of New Mexico's Municipal Local Economic Development Act funding that starting on July 1, 2021, and ending on June 30, 2030, all municipalities may use up to twenty-five percent of municipal Local Economic Development Act funding for expansion of existing retail businesses or

recruitment of new retail businesses if the economic development project is not funded or financed with state government revenues; provided that no funding shall be provided to an existing retail business to relocate from another location in New Mexico if the business does not remain in its previous location in New Mexico.

PASSED, ADOPTED AND APPROVED this 19 day of January, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 19, 2021

SUBJECT: A RESOLUTION IN SUPPORT OF THE SMALL COMMUNITY AIR SERVICE DEVELOPMENT PROGRAM GRANT APPLICATION

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: January 14, 2021
SUBMITTED BY: Sam D. Cobb, Mayor

Summary:

The Economic Development Corporation of Lea County (EDC) and the EDC's Airline Committee have identified a federal grant issued through the U.S. Department of Transportation called the Small Community Air Service Development Program Grant. The Grant is designed to provide financial assistance to small communities to help enhance their air service. The EDC and the Airline Committee have identified the re-establishment of the Hobbs to Denver, CO flight as a possible grant project. The Grant recommends that small communities join together to form a "consortium" for purposes of a single application and that new financial commitments be outlined in support of the grant project. The City of Hobbs and Lea County would form a "consortium" for purposes of the Grant and each would contribute an amount not to exceed \$400,000.00 as new local contributions to the grant project. The overall grant amount sought from the Small Community Air Service Development Program is \$800,000.00, which can be used over two years as the consortium sees appropriate. Therefore the aggregate amount, inclusive of local contributions (\$800,000) and grant dollars (\$800,000), toward the grant project will be \$1.6 million

Fiscal Impact:

Reviewed By: Deborah Corral
Finance Department

Digitally signed by Deborah Corral
Hobbs, our Finance Department,
email=dcorral@hobbsnm.org, cn=US
Date: 2021.01.14 17:07:33 -0700

The outlined aggregate amount of \$400,000.00 will be budgeted in the current fiscal year (FY 20-21) and will require a budget adjustment and subsequent approval from the Department of Finance and Administration.

Attachments:

Proposed Resolution

Legal Review:

Approved As To Form: [Signature]
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. 7021

A RESOLUTION IN SUPPORT OF THE SMALL COMMUNITY AIR SERVICE
DEVELOPMENT PROGRAM GRANT APPLICATION

WHEREAS, the Economic Development Corporation of Lea County (EDC) and the EDC's Airline Committee have identified a federal grant issued through the U.S. Department of Transportation called the Small Community Air Service Development Program Grant that is designed to provide financial assistance to small communities to help enhance their air service; and

WHEREAS, the EDC and the EDC's Airline Committee have identified the re-establishment of the flight from Hobbs, New Mexico to Denver, Colorado as a possible grant project that would benefit from the Small Community Air Service Development Program Grant; and

WHEREAS, the Small Community Air Service Development Program encourages the cooperation of small communities ("consortium") toward one joint grant project and the contribution of local funding toward the grant project; and

WHEREAS, the City of Hobbs and Lea County seek to form the requisite "consortium" for purposes of the Small Community Air Service Development Program Grant application and as such, should the consortium members enter into a written agreement, each will contribute "local funding" not to exceed \$400,000, while the grant application will seek \$800,000 in grant funding from the Small Community Air Service Development Program; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the City of Hobbs supports the application for the

Small Community Air Service Development Program Grant and the City will budget in the current fiscal year and upon written agreement with Lea County will contribute an aggregate amount not to exceed \$400,000.00 towards its share of the local funding to support the Grant application, award, and execution.

BE IT FURTHER RESOLVED that the Mayor be and is hereby directed to execute all necessary documentation required in support of the Small Community Air Service Development Program Grant application.

PASSED, ADOPTED AND APPROVED this 19th day of January, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 19, 2021

SUBJECT: Publication of an Ordinance Amending Hobbs Municipal Code Chapter 8.12 Fireworks

DEPT. OF ORIGIN: Hobbs Fire Department
DATE SUBMITTED: January 13, 2021
SUBMITTED BY: Barry Young, Deputy Fire Chief

Summary:

On June 3, 1991, the City Commission adopted Ordinance No. 802, which set out regulations for proper use and sale of Fireworks in the City of Hobbs. This Ordinance was later amended in 2001 and has since been codified in Chapter 8.12 of the Hobbs Municipal Code. The proposed amendments would bring Chapter 8.12 current with 2007 amendments to the Fireworks Licensing and Safety Act (NMSA 1978, § 60-2C-1, et seq.) as well as address certain concerns that are unique to the local conditions present in Hobbs, New Mexico. The proposed amendments would allow the City of Hobbs to address fireworks use and misuse within the municipal boundaries in a more effective and efficient manner thus protecting the health, safety, and welfare of the general public.

Fiscal Impact:

Reviewed By: Finance Department

There is no fiscal impact for this proposed ordinance amendment.

Attachments:

- 1. Proposed Ordinance

Legal Review:

Approved As To Form: City Attorney

Recommendation:

The Commission consider the publication of the proposed ordinance.

Approved For Submittal By:

Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

ORDINANCE NO. _____

AN ORDINANCE AMENDING HOBBS MUNICIPAL CODE
CHAPTER 8.12 FIREWORKS

WHEREAS, pursuant to NMSA § 60-2C-7 of the Fireworks Licensing and Safety Act, a municipality may adopt an ordinance regulating certain types of fireworks; and

WHEREAS, the City has adopted Chapter 8.12 Fireworks which was last revised in 2001 to comply with the State's Fireworks Licensing and Safety Act; and

WHEREAS, the City wishes to amend Chapter 8.12 to comply with certain changes implemented to the Fireworks Licensing and Safety Act enacted by the New Mexico Legislature in 2007, as well as certain changes to address concerns that are unique to local conditions in Hobbs, New Mexico; and

WHEREAS, the amendments contemplated herein will allow the City of Hobbs to address fireworks use and misuse within the municipal boundaries of Hobbs, New Mexico, in a more effective and efficient manner thus protecting the health, safety, and welfare of the general public; and

NOW, THEREFORE, BE IT ORDAINED by the governing body of the City of Hobbs that the Hobbs Municipal Code Chapter 8.12 be amended as follows:

Chapter 8.12 - FIREWORKS

8.12.010 - Title for citation and Purpose.

This chapter shall be known and cited as the "Hobbs fireworks ordinance."

The purpose of this Chapter is to regulate the sale, distribution, and use of illegal fireworks in the interest of protecting and preserving lives and property pursuant to NMSA 1978, Section 60-2C-7 of the Fireworks Licensing Safety Act. This Chapter should be read in conjunction with the Fireworks Licensing and Safety Act [NMSA 1978, Sections 60-2C-1 NMSA, et seq.]

(Prior code § 10A-1)

8.12.020 - Definitions.

As used in this chapter:

"1.3G Explosives" means those items formerly known as Class B special fireworks. Items classified as 1.3G explosives are display fireworks.

"1.4G Explosives" means those items formerly known as Class C common fireworks. Items classified as 1.4G explosives are consumer fireworks intended for use by the general public.

"Aerial device" means a fireworks device that upon ignition propels itself or an insert a significant distance into the air, but does not include a firework that produces a shower of sparks. Aerial device includes sky rocket and bottle rocket, missile-type rocket, helicopter, aerial spinner, Roman candle, mine and aerial shell.

"Aerial shell" means a cylindrical or spherical cartridge containing a lift charge, burst charge and effect composition. Upon firing from a reloadable tube, the lift charge is consumed and the cartridge is expelled into the air.

"Aerial shell kit-reloadable tube" means a package or kit containing a cardboard, high-density polyethylene or equivalent launching tube and not more than twelve small aerial shells. Each aerial shell is limited to a maximum of sixty grams of total chemical composition, including lift charges, and the maximum diameter of each shell shall not exceed one and three-fourths inches.

"Chaser" means a paper or cardboard tube venting out the fuse end of the tube that contains no more than twenty grams of chemical composition and travels along the ground, often producing a whistling effect or other noise; an explosive composition not to exceed fifty milligrams may be included to produce a report.

"City Commission" means the Hobbs City Commission.

"Cone fountain" means a cardboard or heavy paper cone containing no more than fifty grams of pyrotechnic composition that has the same effect as a cylindrical fountain. When more than one cone is mounted on a common base, total pyrotechnic composition shall not exceed two hundred grams.

"Consumer fireworks" also known as 1.4G fireworks, are defined as any small firework device designed to produce visible effects by combustion and which must comply with the construction, chemical composition and labeling regulations of the U.S. Consumer Product Safety Commission. Consumer fireworks are generally marked with brightly colored and decorated paper and include, in part, a trade name and manufacturing information. The Department of Transportation classifies consumer fireworks as UN0336, UN0337.

"Crackling device" means a sphere or paper tube that contains no more than twenty grams of pyrotechnic composition that produces a flash of light and a mild, audible crackling effect upon ignition, which effect is not considered to be an explosion. Crackling devices are not subject to the fifty-milligram limit of firecrackers.

"Cylindrical fountain" means a cylindrical tube containing not more than seventy-five grams of pyrotechnic composition that produces a shower of colored sparks and sometimes a whistling effect or smoke. The device may be provided with a spike for insertion into the ground or a wood or plastic base for placing on the ground or a wood or cardboard handle to be hand held. When more than one tube is mounted on a common base, total pyrotechnic composition shall not exceed two hundred grams.

"Display distributor" means any person, firm or corporation selling special fireworks.

"Display fireworks" means devices primarily intended for commercial displays that are designed to produce visible or audible effects by combustion, deflagration or detonation, including salutes containing more than one hundred thirty milligrams of explosive composition; aerial shells containing more than forty grams of chemical composition exclusive of lift charge; and other exhibition display items that exceed the limits for permissible fireworks.

"Distributor" means any person, firm or corporation selling fireworks to wholesalers and retailers for resale.

"Fire Chief" means the Chief of the Hobbs Fire Department.

"Firecracker" means a small, paper-wrapped or cardboard tube containing no more than fifty milligrams of explosive composition that produces noise and a flash of light; provided that firecrackers used in aerial devices may contain up to one hundred thirty milligrams of explosive composition per report.

"Fireworks" means devices intended to produce a visible or audible effect by combustion, deflagration or detonation and are categorized as "permissible fireworks" or "display fireworks", but does not include novelties or theatrical pyrotechnics articles.

"Flitter sparkler" means a narrow paper tube attached to a stick or wire and filled with no more than five grams of pyrotechnic composition that produces color and sparks upon ignition and the paper at one end of the tube is ignited to make the device function.

"Ground audible device" means a fireworks device intended to function on the ground that produces an audible effect.

"Ground spinner" means a small, rapidly spinning device containing no more than twenty grams of pyrotechnic composition venting out an orifice usually on the side of the

tube that when ignited produces a shower of sparks and color. "Ground spinner" is similar in operation to a wheel, but is intended to be placed flat on the ground and ignited.

"Helicopter" or "aerial spinner" means a tube containing no more than twenty grams of chemical composition with a propeller or blade attached that spins rapidly as it rises into the air with a visible or audible effect sometimes produced at or near the height of flight.

"Hobbs" means the City of Hobbs, New Mexico.

"Illuminating torch" means a cylindrical tube containing no more than one hundred grams of pyrotechnic composition that produces a colored flame upon ignition and may be spiked, based or hand held. When more than one tube is mounted on a common base, total pyrotechnic composition shall not exceed two hundred grams.

"Manufacturer" means any person, firm or corporation engaged in the manufacture of fireworks.

"Mine" or "Shell" means a heavy cardboard or paper tube usually attached to a wooden or plastic base and containing no more than sixty grams of total chemical composition, including lift charges, per tube that individually expels pellets of pressed pyrotechnic composition that burn with bright color in a star effect, or other devices propelled into the air, and that contains components producing reports containing a maximum one hundred thirty milligrams of explosive composition per report. A mine may contain more than one tube, but the tubes must fire in sequence upon ignition of one external fuse, must be a dense-packed collection of mine or shell tubes and the total chemical composition, including lift charges, shall not exceed two hundred grams.

"Missile-type rocket" means a device similar to a stick-type rocket in size, composition and effect that uses fins rather than a stick for guidance and stability and that contains no more than twenty grams of chemical composition.

"Multiple tube devices" means a device that contains more than one cardboard tube and the ignition of one external fuse that causes all of the tubes to function in - sequence. The tubes are individually attached to a wood or plastic base or are dense packed and are held together by glue, wire, string or other means that securely hold the tubes together during operation. A maximum total weight of five hundred grams of pyrotechnic composition shall be permitted; provided that the tubes are securely attached to a wood or plastic base and are separated from each other on the base by a distance of at least one-half inch. The connecting fuses on multiple tube devices shall be fused in sequence so that the tubes fire sequentially rather than all at once.

"Non-Permissible fireworks" means fireworks not legal for sale and use in Hobbs under the provisions of the Hobbs fireworks ordinance.

Non-permissible fireworks are:

(1) aerial devices:

(a) aerial shell kit-reloadable tubes;

(b) aerial spinners;

- (c) helicopters;
 - (d) mines;
 - (e) missile-type rockets;
 - (f) multiple tube devices;
 - (g) roman candles;
 - (h) shells; and
 - (i) stick-type rockets
- (2) ground audible devices:
- (a) chasers; and
 - (b) firecrackers.

"Novelties" means devices containing small amounts of pyrotechnic or explosive composition that produce limited visible or audible effects, including party poppers, snappers, toy smoke devices, snakes, glowworms, sparklers or toy caps, and devices intended to produce unique visual or audible effects that contain sixteen milligrams or less of explosive composition and limited amounts of other pyrotechnic composition, including cigarette loads, trick matches, explosive auto alarms and other trick noisemakers.

"Permissible fireworks" or "consumer fireworks" means fireworks legal for sale and use in Hobbs under the provisions of the Hobbs fireworks ordinance.

Permissible fireworks are:

- (1) ground and hand-held sparkling devices:
- (a) cone fountains;
 - (b) crackling devices;
 - (c) cylindrical fountains;
 - (d) flitter sparklers;
 - (e) ground spinners;
 - (f) illuminating torches; and
 - (g) wheels.

"Possession" means the possession of a non-permissible firework when, on the occasion in question, the person knows that the firework is a non-permissible firework, knows the non-permissible firework is on their person or in their presence, and exercises control over the non-permissible firework. Two or more people can have possession of a non-permissible firework at the same time. A person's presence in the vicinity of the non-permissible firework or the person's knowledge of the existence or the location of the non-permissible firework is not, by itself, possession. Additionally, possession is not the act of transporting the non-permissible firework to and from a

designated "Safe Zone," as defined in this Chapter, or transporting the non-permissible firework to and from a licensed firework retail establishment to the person's residence.

"Retailer" means any person, firm or corporation purchasing fireworks for resale to consumers.

"Specialty retailer" means any person, firm or corporation purchasing permissible fireworks for year-round resale in permanent retail stores whose primary business is tourism.

"Theatrical pyrotechnics articles" means a pyrotechnic device for professional use in the entertainment industry similar to permissible fireworks or consumer fireworks in chemical composition and construction but not intended and labeled for consumer use.

"Wheel" means a pyrotechnic device that is made to attach to a post or other surface and that revolves, producing a shower of color and sparks and sometimes a whistling effect, and that may have one or more drivers, each of which contains no more than sixty grams of pyrotechnic composition and the total wheel contains no more than two hundred grams total pyrotechnic composition.

"Wholesaler" means any person, firm or corporation purchasing fireworks for resale to retailers.

(Ord. 874 (part), 2001; prior code § 10A-2)

8.12.030 - Permit required—Fee and issuance.

- A. No person may sell, hold for sale, import, distribute or offer for sale, as manufacturer, distributor, wholesaler or retailer, any fireworks in the City unless such person has first obtained the appropriate license or permit.
- B. The Fire Chief or designee shall enforce the Fireworks Licensing and Safety Act [60-2C-1 NMSA 1978]. The Fire Chief or designee shall enforce the Hobbs fireworks ordinance. All retailers shall be required to purchase a retail fireworks permit for each retail location. Permit applications shall be obtained from the City Clerk and submitted for approval to the office of the Fire Chief or designee. Upon receipt of an approved application, the City Clerk shall issue a permit.
- C. An applicant for a permit under the Hobbs fireworks ordinance shall pay to the City Clerk a fee of twenty-five dollars (\$25.00) which shall not be refundable or transferable.
- D. All permits shall be issued for one (1) year beginning on April 1st of each year. All permits shall be issued within thirty (30) days from the date of receipt of an approved application.
- E. Permits issued under the Hobbs fireworks ordinance shall not be restricted in number or limited to any person without cause.
- F. Any violation of the Hobbs fireworks ordinance may result in a revocation of any previously issued permit. Upon receipt of a notice of revocation of any previously issued permit, the permittee may appeal the revocation to the City Commission. The

decision of the City Commission will be final. Upon a finding from the City Commission that the permittee violated the Hobbs fireworks ordinance, the permittee shall not be eligible to obtain a permit under the Hobbs fireworks ordinance until the April 1st immediately following the decision of the City Commission.

(Ord. 874 (part), 2001; prior code § 10A-3)

8.12.040 - Unauthorized/Illegal fireworks—Possession, sale or use unlawful.

No individual, property owner, or responsible party of listed property/event, firm, partnership, corporation or association shall possess for retail sale in Hobbs, sell or offer for sale at retail or use or possess any fireworks, including ground audible devices and aerial devices, other than permissible fireworks. A recognized exception to this section exists pursuant to Section 8.12.080 herein.

(Ord. 874 (part), 2001; prior code § 10A-4)

8.12.050 - Permissible fireworks.

"Permissible fireworks" for sale to the general public, as that term is used in the Hobbs fireworks ordinance, shall be understood to mean consumer fireworks legal for sale and use in New Mexico under the provisions of the Fireworks Licensing and Safety Act [60-2C-1 NMSA 1978], as amended, with the exception of ground audible devices and aerial devices, which are prohibited pursuant to Section 8.12.040 of this chapter.

(Prior code § 10A-5)

8.12.060 - Retail sales and storage.

- A. No fireworks may be sold at retail without a retail permit. The permit shall be at the location where the retail sale takes place.
- B. It is unlawful to offer for sale or to sell any fireworks to children under the age of sixteen (16) years or to an intoxicated person.
- C. All places where fireworks are stored, sold or displayed shall be in compliance with the code of safety standards published by the national fire protection association for the manufacture, transportation, storage and retail sales of fireworks and pyrotechnics articles.
- D. At all places where fireworks are stored, sold or displayed, the words "NO SMOKING" shall be posted in letters at least four (4) inches in height. Smoking, open flames and any ignition source are prohibited within twenty-five (25) feet of any fireworks stock.
- E. No fireworks shall be stored, kept, sold or discharged within fifty (50) feet of a gasoline pump or gasoline bulk station or a building in which gasoline or volatile liquids are sold in quantities in excess of one (1) gallon, except in stores where cleaners, paints and oils are handled in sealed containers only.

- F. All fireworks permittees and licensees shall keep and maintain upon the premises a fire extinguisher bearing an Underwriters Laboratories Inc. rated capacity of at least five (5) pound ABC per five hundred (500) square feet of space used for fireworks sales or storage.
- G. Sales clerks and ancillary personnel employed or volunteering at temporary retail locations where fireworks are sold shall be at least sixteen (16) years of age. A sales clerk shall be on duty to serve consumers at the time of purchase or delivery. Permissible fireworks may be offered for sale only at state-permitted or state-licensed retail locations in Hobbs.
- H. No fireworks shall be discharged within one hundred fifty (150) feet of any fireworks retail sales location.
- I. No person shall ignite any fireworks within a motor vehicle or throw fireworks from a motor vehicle, nor shall any person place or throw any ignited article of fireworks into or at a motor vehicle or at or near any person or group of people.
- J. Any fireworks devices that are readily accessible to handling by consumers or purchasers in a retail sales location shall have their exposed fuses protected in a manner to protect against accidental ignition of an item by a spark, cigarette ash or other ignition source. If the fuse is a thread-wrapped safety fuse which has been coated with a nonflammable coating, only the outside end of the safety fuse shall be covered. If the fuse is not a safety fuse, then the entire fuse shall be covered.
- K. Permissible fireworks may be sold at retail between June 20th and July 6th of each year, six (6) days preceding and including new year's day, three (3) days preceding and including Chinese new year, the sixteenth of September and Cinco de Mayo of each year, except that permissible fireworks may be sold all year in permanent retail stores whose primary business is tourism.

(Ord. 874 (part), 2001; prior code § 10A-6)

8.12.070 - Public display requirements.

- A. Any public display of fireworks shall require the individual, association, partnership, corporation or organization desiring to have such a display to secure a written permit from the office of the Fire Chief. The fireworks for such display shall be purchased from a distributor or display distributor licensed by the State Fire Marshal and the Bureau of Alcohol, Tobacco and Firearms at the United States Department of the Treasury.
- B. The Fire Chief or designee may adopt reasonable rules and regulations for the use of fireworks in public displays.

(Prior code § 10A-7)

8.12.080 - Safe Zones established.

The City of Hobbs may designate “Safe Zones” and times for unauthorized/illegal firework displays. At least ten calendar days prior to the dates outlined in Section 8.12.060(K), the City of Hobbs shall furnish to the public the location of the designated Safe Zones. Unauthorized/Illegal fireworks are not permitted within the municipal boundaries of Hobbs, New Mexico, unless said unauthorized/illegal fireworks are possessed and displayed in City of Hobbs designated Safe Zones. If unauthorized/illegal fireworks are possessed and or displayed in places other than the designated Safe Zones, the individual, property owner, or responsible party of listed property/event, firm, partnership or corporation is in violation of the Hobbs fireworks Ordinance and are subject to the penalties set forth in Section 8.12.090 and Section 8.12.100. This provision is subject to any mandate from the State of New Mexico or the United States forest service declaring extreme or severe drought conditions as contemplated by NMSA 1978, § 60-2C-8.1.

8.12.090 - Violation—Penalty—Criminal Petty Misdemeanor.

Any individual, property owner, or responsible party of listed property/event, firm, partnership or corporation that violates any provision of the Hobbs fireworks ordinance shall be given the opportunity to surrender their illegal fireworks for destruction in lieu of a citation. If any individual, property owner, or responsible party of listed property/event, firm, partnership or corporation refuses to surrender the illegal fireworks, they will be issued a citation for violation of the Hobbs fireworks ordinance. Upon conviction, the offender shall be punished by a fine of not more than five hundred dollars (\$500.00) or by imprisonment for not more than ninety (90) days, or by both such fine and imprisonment.

(Prior code § 10A-8)

8.12.100 - Violations—Penalty—Civil.

- A. Addresses that have been identified as locations where illegal fireworks are used will be issued a Cease and Desist order by certified mail. A Cease and Desist Order is a document that serves as official notice that the owner and/or occupant (responsible party of listed property/event) has been found to be in violation the Hobbs fireworks Ordinance. Any Cease and Desist Order issued within a given calendar year may be used as evidence in any subsequent criminal prosecution and may serve as prima facie evidence against the issuance of any future permits under the Hobbs fireworks ordinance.
- B. If an individual, property owner, or responsible party of listed property/event is found guilty of violating any of the provisions of the Hobbs fireworks ordinance, that person's permit may be revoked or suspended by the Fire Chief, his or her deputies or designee as contemplated by Section 8.12.030(F) above.
- C. No individual, firm, corporation or partnership shall possess any fireworks for sale within the city limits of Hobbs, New Mexico other than those authorized in the Hobbs fireworks ordinance. The Fire Chief, his or her deputies or designee may at reasonable hours enter and inspect the permittee's premises to determine

compliance with the Hobbs fireworks ordinance. If any retailer has in his or her possession any fireworks in violation of that ordinance, his or her permit shall be revoked and all such fireworks seized, and the fireworks shall be kept to be used as evidence. If any person has in his or her possession any fireworks in violation of that ordinance, a warrant may be issued for the seizure of fireworks and the fireworks shall be safely kept to be used as evidence. Upon conviction of the offender, the fireworks shall be destroyed, but if the offender is discharged, the permissible fireworks shall be returned to the person in whose possession they were found.

(Prior code § 10A-9)

PASSED, ADOPTED AND APPROVED this _____ day of October, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 19, 2021

SUBJECT: Resolution Adopting Budgetary Adjustment #4 for the Fiscal Year 2020-2021
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: January 12, 2021
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 reduced by \$582,000 and total expense increased by \$250,738.26 providing a budgeted ending cash balance of \$84,779,131.10 for all funds. General fund reserve is reduced from 46% to 45%.

This budget adjustment also includes inter-fund cash transfers.

Attachments:

- Budget Cash Balance Sheet
- Budgeted Adjustments Detail
- Resolution approving Budget Adjustment for the fiscal year 2020-2021

Legal Review:

Approved As To Form: Efren A. Cortez
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:

Department Director

City Manager

Digitally signed by Tolly Spear, C.F.L.C.P.A.
DN: cn=Tolly Spear, C.F.L.C.P.A., ou=City of Hobbs, ou=Finance Director,
email=tspear@hobbsnm.org, c=US
Date: 2021.01.12 15:51:02 -0700

CITY CLERKS USE ONLY COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7022

BUDGETARY ADJUSTMENT #4

FISCAL YEAR 2020-2021

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

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

WHEREAS, included in this budgetary adjustment total revenue is decreased by \$582,000 and total expense is increased by \$250,738.26.

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 19th day of January, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**City of Hobbs Budget Adjustment Request #4
FY21 Fund Summary**

		Beginning Cash from 06/30/20	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash
001	GENERAL	91,426,513.57	51,332,128.70	(8,190,156.00)	92,590,222.21	41,978,264.06
002	LAND ACQUISITION	349,146.16	100,000.00	-	200,000.00	249,146.16
General Fund Subtotal		91,775,659.73	51,432,128.70	(8,190,156.00)	92,790,222.21	42,227,410.22
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	60,000.00	422,358.31	178,200.61
160	RECREATION (CORE)	585,453.07	1,974,494.00	3,184,661.86	5,253,347.14	491,261.79
170	OLDER AMERICAN	1,000.00	140,146.00	962,103.77	1,102,365.77	884.00
180	GOLF	1,000.00	548,120.00	3,264,253.18	3,812,373.18	1,000.00
190	CEMETERY	14,477.08	164,600.00	623,444.69	801,521.77	1,000.00
200	AIRPORT	273,054.13	37,800.00	-	57,500.00	253,354.13
210	Legislative Appropriations	-	1,900,000.00	-	1,900,000.00	-
220	Intergovernmental Grants	-	1,587,094.00	-	1,587,094.00	-
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	1,355,065.38	50,000.00	1,157,368.66	280,672.45
280	FIRE PROTECTION	604,904.69	505,200.00	-	709,277.90	400,826.79
290	EMER MEDICAL SERV	202.82	64,900.00	-	64,900.00	202.82
Special Revenue Subtotals		4,262,813.83	9,735,078.30	7,190,156.00	18,051,771.63	3,136,276.50
370	COMM DEVE CONST	186,193.20	-	-	150,000.00	36,193.20
460	BEAUTIFICATION IMPROVEM	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. IMPROVEMENT	5,622,342.68	2,131,551.00	(5,541,819.74)	67,000.00	2,145,073.94
Capitla Project Subtotals		10,761,463.48	3,240,884.33	(5,541,819.74)	2,641,219.65	5,819,308.42
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
Debt Service Subtotals		1,989,842.96	-	2,749,801.60	2,749,801.60	1,989,842.96
100	SOLID WASTE	2,484,591.03	6,950,000.04	-	6,950,000.04	2,484,591.03
440	JOINT UTILITY EXTENSIONS C	1,000.00	680,677.98	5,541,819.74	6,222,497.72	1,000.00
600	JOINT UTILITY	1,000.00	-	6,975,118.20	6,623,335.47	352,782.73
610	JOINT UTILITY CONST	1,000.00	-	3,019,526.01	3,019,526.01	1,000.00
620	WASTE WATER PLANT CONS	7,957,145.56	145,380.16	547,330.18	8,398,855.90	251,000.00
630	JOINT UTILITY - WASTEWATE	1,000.00	-	4,414,165.22	4,414,165.22	1,000.00
650	JOINT UTILITY INCOME - WA	5,840,103.73	8,395,743.00	(7,404,292.08)	34,000.00	6,797,554.65
660	JOINT UTILITY INCOME	4,898,581.14	8,265,200.00	(10,301,649.13)	-	2,862,132.01
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
Utility Subtotals		22,346,432.24	25,112,001.18	2,792,018.14	36,337,380.36	13,913,071.20
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
Internal Service Subtotal		6,812,149.97	10,356,473.87	1,000,000.00	9,936,473.87	8,232,149.97
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	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
Trust & Agency Subtotals		9,457,248.83	7,136,429.00	-	7,132,606.00	9,461,071.83
Grant Total All Funds		147,405,611.04	107,012,995.38	-	169,639,475.32	84,779,131.10
			(582,000.00)		250,738.26	

45%

BAR #4 Detail

Expense (New Money)									
Fund	ORG	OBJ	PROJ	Dept Name	DESCRIPTION	Current Budget	Budget Request	New Budget	Comments
1	010160	42210		MUNICIPAL COURT	SERVICE/MAINT. CONTRACT	40,000.00	15,000.00	55,000.00	to increase budget for citation fees, virtual court and court notify
1	010160	42232		MUNICIPAL COURT	SERVICE-JANITOR	15,491.44	7,500.00	22,991.44	new janitorial contract - 12 month encumbrance (FY21 & FY22)
1	010170	42601		PERSONNEL	PROFESSIONAL SERVICES	161,194.28	20,000.00	181,194.28	to cover additional costs of COVID testing
1	010190	42232		MOTOR VEHICLE	SERVICE-JANITOR	15,235.84	7,100.00	22,335.84	new janitorial contract - 12 month encumbrance (FY21 & FY22)
1	010190	42608		MOTOR VEHICLE	CLAIMS BY OTHERS, GENERAL LIAB	-	2,200.00	2,200.00	to cover the cost of an insurance claim
1	010201	42232		POLICE ADMINISTRATION	SERVICE-JANITOR	37,857.73	35,700.00	73,557.73	new janitorial contract - 12 month encumbrance (FY21 & FY22)
1	010208	42232		PD COMMUNITY SVCS	SERVICE - JANITOR	-	11,300.00	11,300.00	new janitorial contract - 12 month encumbrance (FY21 & FY22)
1	010220	42638	00252	FIRE/AMBULANCE	RESTRICTED EXP - OXY	6,500.00	8,000.00	14,500.00	increase to spend additional donation from Oxy - offsetting revenue
1	010310	41101		LIBRARY	SALARIES	593,829.60	1,040.00	594,869.60	to fund salary difference due to minimum wage increase
1	010310	41111		LIBRARY	FICA	46,439.40	80.00	46,519.40	to fund FICA difference due to minimum wage increase
1	010310	41112		LIBRARY	PERA	81,292.38	141.00	81,433.38	to fund PERA difference due to minimum wage increase
1	010310	42232		LIBRARY	SERVICE-JANITOR	47,526.43	23,300.00	70,826.43	new janitorial contract - 12 month encumbrance (FY21 & FY22)
1	010320	42608		PARKS	CLAIMS BY OTHERS	-	2,800.00	2,800.00	to cover cost of vehicle accident
1	010326	42403		HARRY MCADAMS	MACHINE REPAIR AND MAINTENANCE	4,000.00	5,000.00	9,000.00	to fund increase in preventative maintenance
1	010332	41101		TEEN RECREATION	SALARIES	139,765.60	619.00	140,384.60	to fund salary difference due to minimum wage increase
1	010332	41111		TEEN RECREATION	FICA	11,130.41	47.00	11,177.41	to fund FICA difference due to minimum wage increase
1	010332	41112		TEEN RECREATION	PERA	19,443.65	84.00	19,527.65	to fund PERA difference due to minimum wage increase
1	010332	42232		TEEN RECREATION	SERVICE-JANITOR	13,017.96	4,200.00	17,217.96	new janitorial contract - 12 month encumbrance (FY21 & FY22)
1	010340	41121		ENVIRONMENTAL SERVICES	PTO Payout (Term)	-	242.00	242.00	to bring account balance out of negative (dept shift to hpd)
1	010340	41126		ENVIRONMENTAL SERVICES	ADMIN LEAVE	-	1,179.00	1,179.00	to bring account balance out of negative (dept shift to hpd)
1	010340	41131		ENVIRONMENTAL SERVICES	ADMIN LEAVE - VIRUS	-	11,336.00	11,336.00	to bring account balance out of negative (dept shift to hpd)
1	010343	41101		ANIMAL ADOPTION	SALARIES	267,633.60	250.00	267,883.60	to fund salary difference due to minimum wage increase
1	010343	41111		ANIMAL ADOPTION	FICA	22,698.00	47.00	22,745.00	to fund FICA difference due to minimum wage increase
1	010343	41112		ANIMAL ADOPTION	PERA	36,370.04	84.00	36,454.04	to fund PERA difference due to minimum wage increase
1	010343	41121		ANIMAL ADOPTION	PTO Payout	-	568.00	568.00	to bring account balance out of negative (dept shift to hpd)
1	010343	41126		ANIMAL ADOPTION	ADMIN LEAVE	-	585.00	585.00	to bring account balance out of negative (dept shift to hpd)
1	010343	41131		ANIMAL ADOPTION	ADMIN LEAVE - VIRUS	-	3,937.00	3,937.00	to bring account balance out of negative (dept shift to hpd)
1	010422	42613		CODE ENFORCEMENT	TRAINING	300.00	10,000.00	10,300.00	\$3000 to maintain current cert \$7000 to increase certification levels
1 Total							172,339.00		
16	164016	41101		HEALTH WELLNESS LEARNING	SALARIES	2,133,284.40	9,100.00	2,142,384.40	to fund salary difference due to minimum wage increase
16	164016	41111		HEALTH WELLNESS LEARNING	FICA	174,432.55	6.00	174,438.55	to fund FICA difference due to minimum wage increase
16	164016	41112		HEALTH WELLNESS LEARNING	PERA	289,060.04	11.00	289,071.04	to fund PERA difference due to minimum wage increase
16 Total							9,117.00		
17	174017	41101		OLDER AMERICANS FUND	SALARIES	162,743.26	99.00	162,842.26	to fund salary difference due to minimum wage increase
17	174017	41111		OLDER AMERICANS FUND	FICA	14,212.07	6.00	14,218.07	to fund FICA difference due to minimum wage increase
17	174017	41112		OLDER AMERICANS FUND	PERA	22,526.28	11.00	22,537.28	to fund PERA difference due to minimum wage increase
17 Total							116.00		
18	184315	42403		GOLF MTC	MACHINE REPAIR & MAINTENANCE	57,000.00	10,000.00	67,000.00	to fund repairs related to golf equipment and carts
18	184316	41101		GOLF CLUBHOUSE	SALARIES	156,228.80	2,166.00	158,394.80	to fund salary difference due to minimum wage increase
18	184316	41111		GOLF CLUBHOUSE	FICA	14,980.90	6.00	14,986.90	to fund FICA difference due to minimum wage increase
18	184316	41112		GOLF CLUBHOUSE	PERA	21,169.00	11.00	21,180.00	to fund PERA difference due to minimum wage increase
18	184316	42232		GOLF CLUBHOUSE	SERVICE-JANITOR	35,000.00	31,800.00	66,800.00	new janitorial contract - 12 month encumbrance (FY21 & FY22)
18	184316	42313		GOLF CLUBHOUSE	SAFETY EQUIPMENT	1,050.00	1,500.00	2,550.00	to fund additional safety supplies used for virus protection
18	184316	42501		GOLF CLUBHOUSE	BUILDING AND GROUNDS	9,500.00	4,500.00	14,000.00	to fund building repairs thru June - line item out of budget
18 Total							49,983.00		
27	274027	42232		PUBLIC TRANSPORTATION FUI	SERVICE-JANITOR	10,801.64	5,100.00	15,901.64	new janitorial contract - 12 month encumbrance (FY21 & FY22)
27 Total							5,100.00		
60	604600	42232		ADMINISTRATIVE	SERVICE-JANITOR	21,261.24	2,200.00	23,461.24	new janitorial contract - 12 month encumbrance (FY21 & FY22)
60 Total							2,200.00		
Grand Total							238,855.00		

Expense (Reclasses)									
Fund	ORG	OBJ	PROJ	Dept Name	DESCRIPTION	Current Budget	Budget Request	New Budget	Comments
1	010100	44901	00162	CITY COMMISSION	Mkt Rate (MF Housing)	400,000.00	(200,000.00)	200,000.00	reclass to single family housing
1	010100	44901	00170	CITY COMMISSION	HOUSING INCENTIVE (SF HOUSING)	1,008,891.00	920,000.00	1,928,891.00	reclass from MF Housing & Infra Dev.
1	010100	44901	00296	CITY COMMISSION	Infrastructure Development Agreements	100,000.00	(100,000.00)	-	reclass to single family housing
1	010100	44901	00281	CITY COMMISSION	MEMORIAL FOR VETERANS	1,300,000.00	100,000.00	1,400,000.00	reclass from garage equipment for bid award
1	010170	42203		PERSONNEL	DUES AND SUBSCRIPTIONS	18,160.00	(7,000.00)	11,160.00	reclass for employee handbook review
1	010170	42315		PERSONNEL	FOOD AND LINEN	6,840.00	(4,000.00)	2,840.00	reclass for holiday vouchers
1	010170	42320		PERSONNEL	SPECIAL PROGRAMS PRESENTATION	9,000.00	4,000.00	13,000.00	reclass for holiday vouchers
1	010170	42601		PERSONNEL	PROFESSIONAL SERVICES	161,194.28	7,000.00	168,194.28	reclass for employee handbook review
1	010320	42232		PARKS	SERVICE-JANITOR	10,000.00	400.00	10,400.00	new janitorial contract - 12 month encumbrance (FY21 & FY22)
1	010320	42302		PARKS	TRAVEL, MEALS AND SCHOOLS	5,000.00	(400.00)	4,600.00	for janitorial service - pending CM Approval
1	010320	42322		PARKS	CHRISTMAS SKYLINES	40,000.00	(2,800.00)	37,200.00	reclass to claims by others
1	010320	42608		PARKS	CLAIMS BY OTHERS	-	2,800.00	2,800.00	to cover cost of vehicle accident
1	010321	44901	00186	SPORTS FIELDS	BASEBALL COMPLEX	3,634,566.89	(523,470.00)	3,111,096.89	reclass to single family housing
1	010342	42302		PUBLIC INFORMATION	TRAVEL, MEALS AND SCHOOLS	3,000.00	(3,000.00)	-	reclass to advertising
1	010342	42321		PUBLIC INFORMATION	SPECIAL EVENTS AND PRIZES	9,000.00	(5,500.00)	3,500.00	reclass from spec. events to advertising
1	010342	42353		PUBLIC INFORMATION	TRAINING	1,500.00	(1,000.00)	500.00	reclass to advertising
1	010342	42357		PUBLIC INFORMATION	ADVERTISING	45,564.27	4,000.00	49,564.27	reclass from travel and training
1	010342	42357		PUBLIC INFORMATION	ADVERTISING	45,564.27	5,500.00	51,064.27	reclass from spec. events to advertising
1	010420	42208		GENERAL SVCS-GARAGE	FUEL	700,000.00	(97,900.00)	602,100.00	reclass for janitorial service - garage
1	010420	42232		GENERAL SVCS-GARAGE	SERVICE-JANITOR	6,766.37	2,900.00	9,666.37	new janitorial contract - 12 month encumbrance (FY21 & FY22)
1	010420	42301		GENERAL SVCS-GARAGE	SUPPLIES-OFFICE	500.00	800.00	1,300.00	reclass from small hand tools for supplies
1	010420	42303		GENERAL SVCS-GARAGE	SUPPLIES-JANITOR	200.00	600.00	800.00	reclass from small hand tools for janitorial supplies
1	010420	42307		GENERAL SVCS-GARAGE	SMALL HAND TOOLS	2,500.00	(1,400.00)	1,100.00	reclass to supplies office & supplies janitorial
1	010420	42402		GENERAL SVCS-GARAGE	VEHICLE MAINTENANCE	230,000.00	57,500.00	287,500.00	reclass from fuel per garage request
1	010420	42403		GENERAL SVCS-GARAGE	MACHINE REPAIR AND MAINTENANCE	150,000.00	37,500.00	187,500.00	reclass from fuel per garage request
1	010420	43006		GENERAL SVCS-GARAGE	EQUIPMENT OVER 5000	196,530.00	(196,530.00)	-	\$100K to memorial for vets; remainder to single family housing
1	010421	42232		BUILDING MAINTENANCE	SERVICE-JANITOR	100,679.70	10,900.00	111,579.70	new janitorial contract - 12 month encumbrance (FY21 & FY22)
1	010421	42384		BUILDING MAINTENANCE	DA OFFICE - EXPENDITURES	31,193.25	8,700.00	39,893.25	new janitorial contract - 12 month encumbrance (FY21 & FY22)
1	010421	42501		BUILDING MAINTENANCE	BUILDING AND GROUNDS	40,000.00	(2,500.00)	37,500.00	reclass for janitorial service - crime lab
1	010421	42501		BUILDING MAINTENANCE	BUILDING AND GROUNDS	40,000.00	(10,900.00)	29,100.00	reclass for janitorial service - city hall
1	010421	42538		BUILDING MAINTENANCE	REPAIR-ELECTRICAL	8,000.00	(6,500.00)	1,500.00	reclass for janitorial service - DA Office
1	010421	42601		BUILDING MAINTENANCE	PROFESSIONAL SERVICES	60,000.00	(2,200.00)	57,800.00	reclass for janitorial service - DA Office
									walking pads around mechanical units to protect new TPO roof, replace kitchen exhaust fans, relocate filter racks to exterior on 10 units so all units filters can be changed from roof top
1	010421	44901	00242	BUILDING MAINTENANCE	BUILDING ROOF UPGRADES	897,226.72	13,000.00	910,226.72	units filters can be changed from roof top
1	010421	44901	00245	BUILDING MAINTENANCE	GENERATORS	250,000.00	32,528.89	282,528.89	reclass for bid #1582-21
1	010421	44901	00279	BUILDING MAINTENANCE	SECURITY UPGRADES - CITYWIDE	584,490.00	(32,528.89)	551,961.11	reclass for bid #1582-21
1	010423	44901	00288	STREETS/HIGHWAYS	DRAINAGE IMPROVEMENTS	483,978.50	(13,000.00)	470,978.50	reclass to building roof upgrades
1	010425	42232		CRIME LAB	SERVICE-JANITOR	7,124.38	2,500.00	9,624.38	new janitorial contract - 12 month encumbrance (FY21 & FY22)
74	744074	42222		INSURANCE	Insurance - General Liability	1,085,788.87	3,500.00	1,089,288.87	reclass to insurance line - premium over estimate
74	744074	42222		INSURANCE	Insurance - General Liability	1,085,788.87	26,500.00	1,112,288.87	reclass to insurance line - premium over estimate
74	744074	42608		INSURANCE	Claims by others	500,000.00	(3,500.00)	496,500.00	reclass to insurance line - premium over estimate
74	744074	42608		INSURANCE	Claims by others	500,000.00	(26,500.00)	473,500.00	reclass to insurance line - premium over estimate

BAR #4 Detail

Expense (Reclasses - Salary Shift)										
Fund	ORG	OBJ	PROJ	Dept Name	DESCRIPTION	Current Budget	Budget Request	New Budget	Comments	
16	164016	41101		HEALTH WELLNESS LEARNING	SALARIES	2,133,284.40	(6,300.00)	2,126,984.40	to remove CORE Attendant positoin and reclass remaining salary to Legal Admin Assistant Position	
16	164016	41111		HEALTH WELLNESS LEARNING	FICA	174,432.55	(481.95)	173,950.60	removal of FICA for CORE Attendant position	
16	164016	41112		HEALTH WELLNESS LEARNING	PERA	289,060.04	(853.65)	288,206.39	removal of PERA for CORE Attendant position	
16 Total								(7,635.60)		
1	010150	41150		LEGAL	SEASONAL SALARIES	3,276.00	(3,276.00)	-	to remove Legal Intern postioon and reclass salary to Lega Admin Assistant Position	
1	010150	41101		LEGAL	SALARIES	375,814.40	9,320.00	385,134.40	to add salary for Legal Admin Assistant Position	
1	010150	41111		LEGAL	FICA	30,097.64	712.00	30,809.64	to add FICA for Legal Admin Assistant Position	
1	010150	41112		LEGAL	PERA	50,922.85	1,262.86	52,185.71	to add PERA for Legal Admin Assistant Position	
1 Total								8,018.86		
Grand Total								383.26		

Change Affecting Recreation:

5115	33014001	RECREATION SUPERINTENDENT	A	1	PT4X	PAT	330 FX	1.00	1.0000	\$39.45	\$82,056.00
					PT4X	\$ 31,560.00					
					PAT3	\$ 31,560.00					
					Difference	\$ -					
5115	33014001	RECREATION SUPERINTENDENT	A	1	PAT3	PAT	330 FX	1.00	1.0000	\$39.45	\$82,056.00

Expense (Reclasses - Department Shift)									
Fund	ORG	OBJ	PROJ	Dept Name	DESCRIPTION	Current Budget	Budget Request	New Budget	Comments
1	010340	41101		ENVIRONMENTAL SERVICES	SALARIES	321,121.60	(119,364.00)	201,757.60	reclass budget to new department under HPD
1	010343	41101		ANIMAL ADOPTION	SALARIES	267,633.60	(134,377.00)	133,256.60	reclass budget to new department under HPD
1	010208	41101		PD COMMUNITY SVCS	SALARIES	-	253,741.00	253,741.00	reclass budget to new department under HPD
1	010340	41102		ENVIRONMENTAL SERVICES	OVERTIME	45,000.00	(3,998.00)	41,002.00	reclass budget to new department under HPD
1	010343	41102		ANIMAL ADOPTION	OVERTIME	20,000.00	(15,411.00)	4,589.00	reclass budget to new department under HPD
1	010208	41102		PD COMMUNITY SVCS	OVERTIME	-	19,409.00	19,409.00	reclass budget to new department under HPD
1	010340	41106		ENVIRONMENTAL SERVICES	LONGEVITY PAY	3,878.11	(4,246.00)	(367.89)	reclass budget to new department under HPD
1	010343	41106		ANIMAL ADOPTION	LONGEVITY PAY	780.00	(3,310.00)	(2,530.00)	reclass budget to new department under HPD
1	010208	41106		PD COMMUNITY SVCS	LONGEVITY PAY	-	7,556.00	7,556.00	reclass budget to new department under HPD
1	010340	41111		ENVIRONMENTAL SERVICES	FICA	28,855.80	(9,272.00)	19,583.80	reclass budget to new department under HPD
1	010343	41111		ANIMAL ADOPTION	FICA	22,698.00	(12,455.00)	10,243.00	reclass budget to new department under HPD
1	010208	41111		PD COMMUNITY SVCS	FICA	-	21,727.00	21,727.00	reclass budget to new department under HPD
1	010340	41112		ENVIRONMENTAL SERVICES	PERA	44,037.46	(14,444.00)	29,593.46	reclass budget to new department under HPD
1	010343	41112		ANIMAL ADOPTION	PERA	36,370.04	(17,784.00)	18,586.04	reclass budget to new department under HPD
1	010208	41112		PD COMMUNITY SVCS	PERA	-	32,228.00	32,228.00	reclass budget to new department under HPD
1	010340	41113		ENVIRONMENTAL SERVICES	INSURANCE-MEDICAL/DENTAL	104,504.34	(49,769.00)	54,735.34	reclass budget to new department under HPD
1	010343	41113		ANIMAL ADOPTION	INSURANCE-MEDICAL/DENTAL	85,392.82	(42,134.00)	43,258.82	reclass budget to new department under HPD
1	010208	41113		PD COMMUNITY SVCS	INSURANCE - MEDICAL/DENTAL	-	91,903.00	91,903.00	reclass budget to new department under HPD
1	010340	41114		ENVIRONMENTAL SERVICES	LONG-TERM/SHORT-TERM DISABILIT	418.56	(203.00)	215.56	reclass budget to new department under HPD
1	010343	41114		ANIMAL ADOPTION	LONG-TERM/SHORT-TERM DISABILIT	262.80	(118.00)	144.80	reclass budget to new department under HPD
1	010208	41114		PD COMMUNITY SVCS	LONG-TERM/SHORT-TERM DISABILITY	-	321.00	321.00	reclass budget to new department under HPD
1	010343	41115		ANIMAL ADOPTION	BILINGUAL PAY	4,500.00	(3,000.00)	1,500.00	reclass budget to new department under HPD
1	010208	41115		PD COMMUNITY SVCS	BILINGUAL PAY	-	3,000.00	3,000.00	reclass budget to new department under HPD
1	010340	41116		ENVIRONMENTAL SERVICES	CELL PHONE STIPEND	1,200.16	(620.00)	580.16	reclass budget to new department under HPD
1	010343	41116		ANIMAL ADOPTION	CELL PHONE STIPEND	600.08	(231.00)	369.08	reclass budget to new department under HPD
1	010208	41116		PD COMMUNITY SVCS	CELL PHONE STIPEND	-	851.00	851.00	reclass budget to new department under HPD
1	010340	41118		ENVIRONMENTAL SERVICES	EDUCATIONAL INCENTIVE	6,000.00	(5,000.00)	1,000.00	reclass budget to new department under HPD
1	010208	41118		PD COMMUNITY SVCS	EDUCATIONAL INCENTIVE	-	5,000.00	5,000.00	reclass budget to new department under HPD
1	010340	41128		ENVIRONMENTAL SERVICES	FSA EXPENSE	180.00	(77.00)	103.00	reclass budget to new department under HPD
1	010343	41128		ANIMAL ADOPTION	FSA EXPENSE	180.00	(77.00)	103.00	reclass budget to new department under HPD
1	010208	41128		PD COMMUNITY SVCS	FSA EXPENSE	-	154.00	154.00	reclass budget to new department under HPD
1	010343	42201		ANIMAL ADOPTION	UTILITIES	29,400.00	(7,814.00)	21,586.00	reclass budget to new department under HPD
1	010208	42201		PD COMMUNITY SVCS	UTILITIES	-	7,814.00	7,814.00	reclass budget to new department under HPD
1	010208	42201		PD COMMUNITY SVCS	UTILITIES	-	11,500.00	11,500.00	additional funds for water utility pmnts
1	010340	42202		ENVIRONMENTAL SERVICES	COMMUNICATIONS	250.00	(153.00)	97.00	reclass budget to new department under HPD
1	010343	42202		ANIMAL ADOPTION	COMMUNICATIONS	3,720.00	(1,711.00)	2,009.00	reclass budget to new department under HPD
1	010208	42202		PD COMMUNITY SVCS	COMMUNICATIONS	-	1,864.00	1,864.00	reclass budget to new department under HPD
1	010340	42203		ENVIRONMENTAL SERVICES	DUES AND SUBSCRIPTIONS	300.00	(200.00)	100.00	reclass budget to new department under HPD
1	010343	42203		ANIMAL ADOPTION	DUES AND SUBSCRIPTIONS	1,125.00	(290.00)	835.00	reclass budget to new department under HPD
1	010208	42203		PD COMMUNITY SVCS	DUES AND SUBSCRIPTIONS	-	490.00	490.00	reclass budget to new department under HPD
1	010340	42204		ENVIRONMENTAL SERVICES	UNIFORMS	3,100.00	(2,205.00)	895.00	reclass budget to new department under HPD
1	010343	42204		ANIMAL ADOPTION	UNIFORMS	1,250.00	(1,250.00)	-	reclass budget to new department under HPD
1	010208	42204		PD COMMUNITY SVCS	UNIFORMS	-	3,455.00	3,455.00	reclass budget to new department under HPD
1	010340	42301		ENVIRONMENTAL SERVICES	SUPPLIES-OFFICE	6,000.00	(2,459.00)	3,541.00	reclass budget to new department under HPD
1	010343	42301		ANIMAL ADOPTION	SUPPLIES-OFFICE	2,500.00	(2,260.00)	240.00	reclass budget to new department under HPD
1	010208	42301		PD COMMUNITY SVCS	SUPPLIES - OFFICE	-	4,719.00	4,719.00	reclass budget to new department under HPD
1	010343	42302		ANIMAL ADOPTION	TRAVEL, MEALS AND SCHOOLS	2,500.00	(2,500.00)	-	reclass budget to new department under HPD
1	010208	42302		PD COMMUNITY SVCS	TRAVEL, MEALS AND SCHOOLS	-	2,500.00	2,500.00	reclass budget to new department under HPD
1	010343	42303		ANIMAL ADOPTION	SUPPLIES-JANITOR	5,000.00	(3,893.00)	1,107.00	reclass budget to new department under HPD
1	010208	42303		PD COMMUNITY SVCS	SUPPLIES - JANITOR	-	3,893.00	3,893.00	reclass budget to new department under HPD

BAR #4 Detail

1	010340	42304	ENVIRONMENTAL SERVICES	PRINTING AND DUPLICATING	2,000.00	(1,115.00)	885.00	reclass budget to new department under HPD
1	010343	42304	ANIMAL ADOPTION	PRINTING AND DUPLICATING	550.00	(50.00)	500.00	reclass budget to new department under HPD
1	010208	42304	PD COMMUNITY SVCS	PRINTING AND DUPLICATING	-	1,165.00	1,165.00	reclass budget to new department under HPD
1	010340	42306	ENVIRONMENTAL SERVICES	PHOTOGRAPHIC SUPPLIES	500.00	(500.00)	-	reclass budget to new department under HPD
1	010208	42306	PD COMMUNITY SVCS	PHOTOGRAPHIC SUPPLIES	-	500.00	500.00	reclass budget to new department under HPD
1	010343	42311	ANIMAL ADOPTION	ANIMAL FOOD, VETERINARY	150,000.00	(74,987.00)	75,013.00	reclass budget to new department under HPD
1	010208	42311	PD COMMUNITY SVCS	ANIMAL FOOD VETERINARY	-	74,987.00	74,987.00	reclass budget to new department under HPD
1	010340	42313	ENVIRONMENTAL SERVICES	SAFETY EQUIPMENT	1,500.00	(1,474.00)	26.00	reclass budget to new department under HPD
1	010343	42313	ANIMAL ADOPTION	SAFETY EQUIPMENT	500.00	(500.00)	-	reclass budget to new department under HPD
1	010208	42313	PD COMMUNITY SVCS	SAFETY EQUIPMENT	-	1,974.00	1,974.00	reclass budget to new department under HPD
1	010340	42315	ENVIRONMENTAL SERVICES	FOOD AND LINEN	250.00	(161.00)	89.00	reclass budget to new department under HPD
1	010343	42315	ANIMAL ADOPTION	FOOD AND LINEN	600.00	(392.00)	208.00	reclass budget to new department under HPD
1	010208	42315	PD COMMUNITY SVCS	FOOD AND LINEN	-	553.00	553.00	reclass budget to new department under HPD
1	010343	42401	ANIMAL ADOPTION	RADIO, INSTRUMENTS	600.00	(600.00)	-	reclass budget to new department under HPD
1	010208	42401	PD COMMUNITY SVCS	RADIO, INSTRUMENTS	-	600.00	600.00	reclass budget to new department under HPD
1	010343	42501	ANIMAL ADOPTION	BUILDING AND GROUNDS	10,000.00	(8,263.00)	1,737.00	reclass budget to new department under HPD
1	010208	42501	PD COMMUNITY SVCS	BUILDINGS AND GROUNDS	-	8,263.00	8,263.00	reclass budget to new department under HPD
1	010340	42601	ENVIRONMENTAL SERVICES	PROFESSIONAL SERVICES	200,000.00	(156,706.00)	43,294.00	reclass budget to new department under HPD
1	010343	42601	ANIMAL ADOPTION	PROFESSIONAL SERVICES	95,000.00	(46,233.00)	48,767.00	reclass budget to new department under HPD
1	010208	42601	PD COMMUNITY SVCS	PROFESSIONAL SERVICES	-	202,939.00	202,939.00	reclass budget to new department under HPD
1	010343	42643	ANIMAL ADOPTION	CREDIT CARD FEE EXPENDITURE	1,000.00	(587.00)	413.00	reclass budget to new department under HPD
1	010208	42643	PD COMMUNITY SVCS	CREDIT CARD FEE EXPENDITURE	-	587.00	587.00	reclass budget to new department under HPD
1	010343	43006	ANIMAL ADOPTION	EQUIPMENT OVER 5000	104,291.41	(104,291.00)	0.41	reclass budget to new department under HPD
1	010208	43006	PD COMMUNITY SVCS	EQUIP OVER 5000.00	-	104,291.00	104,291.00	reclass budget to new department under HPD
1	010343	43013	ANIMAL ADOPTION	BUILDING IMPROVEMENTS	40,000.00	(26,019.00)	13,981.00	reclass budget to new department under HPD
1	010208	43013	PD COMMUNITY SVCS	BUILDING IMPROVEMENTS	-	26,019.00	26,019.00	reclass budget to new department under HPD
						<u>11,500.00</u>		
							250,738.26	

Revenue

Fund	ORG	OBJ	PROJ	Dept Name	DESCRIPTION	Current Budget	Budget Request	New Budget	Comments
1	019999	30631	00252		Restricted Donations - Oxy	(2,000.00)	(8,000.00)	(10,000.00)	to increase budget to match actual donation from Oxy -offsetting expense
1	019999	30631			RESTRICTED FIRE DONATIONS	-	(5,000.00)	(5,000.00)	to increase budget to reflect fire dept grant received from Chevron
1	019999	30605			DONATIONS/CONTRIBUTIONS	(15,000.00)	(5,000.00)	(20,000.00)	to increase budget to reflect donation from Chevron reduction based on 6 month projection - effects are increased rates for
65	659999	30112			GROSS RECEIPTS .0625%	(1,303,743.00)	200,000.00	(1,103,743.00)	debt service
49	499999	30111			GROSS RECEIPTS .125%	(2,531,551.00)	400,000.00	(2,131,551.00)	reduction based on 6 month projection
							<u>582,000.00</u>		

Transfers

Fund	ORG	OBJ	PROJ	Dept Name	DESCRIPTION	Current Budget	Budget Request	New Budget	Comments
1	019999	30804			Transfer to 18	3,149,170.18	49,983.00	3,199,153.18	transfer from fund 1 (general fund) to fund 180 (golf)
18	189999	30802			Transfer from 1	(3,149,170.18)	(49,983.00)	(3,199,153.18)	
							<u>-</u>		



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 19, 2021

SUBJECT: AWARD BID NO. 1587-21 FOR CONSTRUCTION OF VETERANS MEMORIAL PARK TO CDR CONSTRUCTION, INC

DEPT. OF ORIGIN: General Services Dept.

DATE SUBMITTED: 1-12-2021

SUBMITTED BY: Shelia Baker

Summary:

In 2018, the City of Hobbs established a committee to set the direction and vision for a Veterans Memorial Park. MRWM was hired in 2019 to begin the design. Hobbs Veterans Memorial Park HAAF will be located on the WWII Hobbs Army Airfield (HAAF)/HIAP. The goals of the Veterans Memorial Park are to: provide Lea County with a place for honor and healing; educate how many have served and in what capacity; celebrate, coming together for different events. This memorial is for everyone – those who have served, those who are serving, those who aspire to serve and those who wish to remember past and present veterans. The focus areas on the site are: 8 Branch Flags, 29'x60' turf parade field, 30" stone veneer wall, memorial brick pavers, 30'x30' shade structure, pad for B-17 replica, landscape/lighting.

On December 13, 2020, an advertisement for Bid No. 1587-21 was placed in the local newspaper, placed on the City of Hobbs website and was sent to plan rooms. There were twenty companies on the plan holders list. Three bids were submitted. Bids were opened at 2:00 PM on Thursday, January 7, 2021.

<u>Company</u>	<u>Total Bid Price</u>
Spartan Construction of NM, LLC	\$1,275,947.00
CDR Construction, Inc.	\$1,273,121.12
Bradbury Stamm Construction, Inc.	\$1,657,242.00

It is the recommendation that the total bid for the project be awarded to CDR Construction, Inc., as the low bidder, in the amount of \$1,273,121.12 (not including tax).

Fiscal Impact:

Reviewed By: _____
Finance Department

Total Proposed Cost:	\$1,273,121.12
NMGRT:	\$ 86,731.38
Estimated Total Cost:	\$1,359,852.50
FY21 Available Budget:	\$1,279,749.31
Budget Number:	010100-44901-00281

*\$100,000 included in BAR to cover GRT.

Attachments: Bid Summary Sheet

Legal Review:

Approved As To Form: Efren A. Cortez
City Attorney

Recommendation: Authorizing award of Bid No. 1587-21 to CDR Construction, Inc.

Approved For Submittal By:

Shelia Baker
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

Bid Summary

BID/PROPOSAL NO. 1587-21

FURNISH Hobbs Veterans Memorial Park

Bidder	Spartan Constructors	CDR Constructors	Breadbury Sams	
NM Contractors License No.	360973	228020	2313	
Bid Bond	✓	✓	✓	
Addendum(s)	✓	✓	✓	
Bid Form	✓	✓	✓	
List of Subcontractors	✓	✓	✓	
Resident Bidders Pref No.	✓	✓	20268741808	
Veterans Preference	✓	2074532816	✓	
Campaign Cont. Dis. Form	✓	✓	✓	
Non-Collusion Affidavit	✓	✓	✓	
Related Party Disclosure Form	✓	✓	✓	
Non- Debarment Cert	✓	✓	✓	
Alternate 1				
Alternate 2				
Alternate 3				
Alternate 4				
TOTAL	\$ 1,225,947 ⁰⁰	\$ 1,273,121 ⁰⁰	\$ 1,165,242 ⁰⁰	



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 19, 2021

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT WITH BLACK GOLD ESTATES CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: January 5, 2021
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: Black Gold Estates has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$200,000.00.

Fiscal Impact:

Reviewed By: Finance Department

To fund single family housing thru June 30, 2021, budget re-classes in the amount of \$200,000 from 010100-44901-00162 (market rate housing), \$96,530 from general services - garage capital projects (010420-43006) and \$523,479 from baseball complex field turf (010321-44901-00186) is requested in Bar # 4. Total budget after re-class will be set at \$1,928,891.00 for single family housing and \$200,000.00 will be set at market rate housing.

Attachments: Resolution and Development Agreement.

Legal Review:

Approved As To Form: Efren A. Cortez City Attorney

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

Approved For Submittal By:

Kevin Robinson
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7023

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH BLACK GOLD ESTATES CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.

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

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

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

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

PASSED, ADOPTED AND APPROVED this 19th day of January, 2021.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this 19th day of January 2021 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Black Gold Estates, 4830 N. Zia Crossing, Hobbs, NM 88240, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

RECITALS:

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

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

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

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

A. Work To Be Performed.

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

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

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

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

- a. Incentive not to exceed per square footage basis:
 - i. \$10.00 per sq. ft. north of Sanger
 - ii. \$20.00 per sq. ft. south of Sanger
 - iii. Calculation based on living area only
- b. Incentive not to exceed per unit basis:
 - i. \$10,000.00 per single family unit
 - ii. \$5,000.00 per multi-family unit

- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
 - i. \$180.00 per lineal front footage of complete public infrastructure installed, and further broken down as follows:
 - 1. Water (\$25 / lf):
 - a. Twenty Five (\$25) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
 - 2. Sewer (\$35 / lf):
 - a. Thirty Five (\$35) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
 - 3. Street (\$90/ lf):
 - a. Ninety (\$90) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
 - 4. Sidewalk:
 - a. Thirty (\$30) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

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

B. Payment For Services.

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed Two Hundred Thousand Dollars (\$200,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.
- 4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O.,

shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

C. Construction Requirements.

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

D. Assignment of Agreement.

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

E. Insurance Requirements and Hold Harmless Provision.

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

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

F. Governing Law and Provisions.

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

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

G. Final Payment and Release of Claims.

1. Developer, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising

from or under this Agreement.

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

H. Amendments.

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

I. Breach.

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

J. Remedies Upon Breach.

1. Any party may sue to collect any and all damages that may accrue by virtue of the breach of this Agreement.
2. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement.

K. Termination.

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

L. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and Black Gold Estates, 4830 N. Zia Crossing, Hobbs, NM 88240 and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

M. Entire Agreement.

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

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

City of Hobbs

Developer

By: Sam D. Cobb, Mayor

By:

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Efren Cortez, City Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 19, 2021

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT WITH ALJO, LLC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: January 5, 2021
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: ALJO, LLC has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$200,000.00.

Fiscal Impact:

Reviewed By: Finance Department

To fund single family housing thru June 30, 2021, budget re-classes in the amount of \$200,000 from 010100-44901-00162 (market rate housing), \$96,530 from general services - garage capital projects (010420-43006) and \$523,479 from baseball complex field turf (010321-44901-00186) is requested in Bar # 4. Total budget after re-class will be set at \$1,928,891.00 for single family housing and \$200,000.00 will be set at market rate housing.

Attachments: Resolution and Development Agreement.

Legal Review:

Approved As To Form: Efren A. Cortez City Attorney

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

Approved For Submittal By:

Kevin Robinson
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. 7024

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH ALJO, LLC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.

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

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

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

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

PASSED, ADOPTED AND APPROVED this 19th day of January, 2021.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this 19th day of January 2021 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and ALJO, LLC, 3311 N. Grimes Street, Hobbs, NM 88240, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

RECITALS:

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

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

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

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

A. Work To Be Performed.

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

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

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

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

- a. Incentive not to exceed per square footage basis:
 - i. \$10.00 per sq. ft. north of Sanger
 - ii. \$20.00 per sq. ft. south of Sanger
 - iii. Calculation based on living area only
- b. Incentive not to exceed per unit basis:
 - i. \$10,000.00 per single family unit
 - ii. \$5,000.00 per multi-family unit
- c. Incentive not to exceed fair share per linear foot of infrastructure basis:

- i. \$180.00 per lineal front footage of complete public infrastructure installed, and further broken down as follows:
 1. Water (\$25 / lf):
 - a. Twenty Five (\$25) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
 2. Sewer (\$35 / lf):
 - a. Thirty Five (\$35) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
 3. Street (\$90/ lf):
 - a. Ninety (\$90) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
 4. Sidewalk:
 - a. Thirty (\$30) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

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

B. Payment For Services.

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed Two Hundred Thousand Dollars (\$200,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.
- 4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit

2, to restrict such usage and to notify parties involved in future conveyances.

C. Construction Requirements.

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

D. Assignment of Agreement.

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

E. Insurance Requirements and Hold Harmless Provision.

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

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

F. Governing Law and Provisions.

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

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

G. Final Payment and Release of Claims.

1. Developer, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

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

H. Amendments.

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

I. Breach.

1. The following events constitute a breach of this Agreement by Developer:
 - a) Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.

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

J. Remedies Upon Breach.

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

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

K. Termination.

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

L. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and ALJO, LLC, 3311 N. Grimes Street, Hobbs, NM 88240 and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

M. Entire Agreement.

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

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

City of Hobbs

Developer

By: Sam D. Cobb, Mayor

By:

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Efren Cortez, City Attorney