

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

R. Finn Smith – District 1

Christopher R. Mills – District 2

Larron B. Fields – District 3

Joseph D. Calderón – District 4

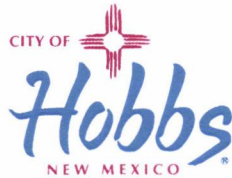
Dwayne Penick – District 5

Don R. Gerth – District 6

City Manager

Manny Gomez

September 7, 2021



Hobbs City Commission

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

Tuesday, September 7, 2021 – 6:00 p.m.

Sam D. Cobb, Mayor

R. Finn Smith
Commissioner – District 1

Joseph D. Calderón
Commissioner – District 4

Christopher R. Mills
Commissioner – District 2

Dwayne Penick
Commissioner – District 5

Larron B. Fields
Commissioner – District 3

Don R. Gerth
Commissioner – District 6

Regular in-person meetings have now resumed in the Hobbs City Commission Chamber. Members of the public are asked to wear a face mask and follow social distancing guidelines. The public is invited to address public comments to the Commission in person at the meeting or submit written comments prior to the meeting. Written comments should be submitted no later than 4:30 p.m. on September 7, 2021, addressed via email to the Deputy City Clerk at mmaldonado@hobbsnm.org or faxed to (575) 397-9334.

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 August 16, 2021, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming Tuesday, September 7, 2021, as *“Healthcare Workers Day”* in Recognition of their Spirit, Love and Skill Provided to Their Fellowman during the COVID-19 Pandemic

PUBLIC COMMENTS *(Citizens who wish to speak must sign the Public Comment Registration Form located in the Commission Chamber prior to the beginning of the meeting.)*

Due to COVID-19, public comment may be submitted in person or in writing. Written comments should be submitted to the Deputy City Clerk at mmaldonado@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, September 7, 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. Resolution No. 7092 - Authorizing the Mayor to Make Appointments to the Labor Management Relations Board *(Manny Gomez, City Manager)*
4. Resolution No. 7093 – Authorizing the Transfer of Ownership of the Hobbs Police Department K-9 Ares and K-9 Roki *(John Ortolano, Police Chief)*
5. Resolution No. 7094 – Authorizing the Disposition of 26 Sig Sauer, Model P320 Pistols, 21 Taser X2 Electronic Control Devices, and 40,000 Rounds of Obsolete .40 S&W Ammunition and Trade for the Purchases of 21 Taser 7 Electronic Control Devices *(John Ortolano, Police Chief)*
6. Resolution No. 7095 – Authorizing the Disposition of Video Detection and Purchase Four Iteris Next Video Detection Systems for the City of Hobbs Traffic Department *(Todd Randall, City Engineer)*

DISCUSSION

7. City of Hobbs Storm on Saturday, August 21, 2021 *(Bryan Wagner, Parks & Open Spaces Director)*

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

8. Resolution No. 7096 – Approving a Memorandum of Understanding Between the City of Hobbs and the Hobbs Municipal Schools Concerning Installation of Public Infrastructure Serving Coronado Elementary School and Highland Middle School *(Todd Randall, City Engineer)*

9. Resolution No. 7097 – Consideration of Approval of an Infrastructure Extension Development Agreement with ALJO, LLC (*Kevin Robinson, Development Director*)
10. Resolution No. 7098 – Approving the Dedication of a Portion of the Projection of Texaco North of West Marland Boulevard Located in Section 32, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico (*Kevin Robinson, Development Director*)
11. Resolution No. 7099 - Approving the Submission of the FY 2022 New Mexico State Fire Marshal Fire Protection Grant (*Barry Young, Fire Chief*)
12. PUBLICATION – A Proposed Ordinance Adopting Chapter 5.06 of the Hobbs Municipal Code for the Possession, Cultivation, Manufacture and Sale of Cannabis (*Valerie Chacon, Deputy City Attorney*)
13. PUBLICATION – A Proposed Ordinance Amending the Uniform Traffic Ordinance as Set Forth in Chapter 10.04 of the Hobbs Municipal Code (*Rocio Ocano, Assistant City Attorney*)
14. PUBLICATION – A Proposed Ordinance Amending Chapter 9.28 of the Hobbs Municipal Code Related to Drugs and Drug Paraphernalia (*Efren Cortez, City Attorney*)
15. FINAL ADOPTION – Ordinance No. 1132 – An Ordinance Establishing a Veterans Advisory Board (*Manny Gomez, City Manager*)
16. Resolution No. 7100- Approving the Mediation Settlement Agreement in D-202-CV-2018-08036 (*Efren Cortez, City Attorney*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

17. Next Meeting Date:
 - City Commission:
Regular Meeting – **Monday, September 20, 2021, at 6:00 p.m.**

ADJOURNMENT

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9200 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: September 7, 2021

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: August 20, 2021
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of August 16, 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. _____
Ordinance No. _____
Approved _____
Other _____

Continued To: _____
Referred To: _____
Denied _____
File No. _____

Minutes of the regular meeting of the Hobbs City Commission held on Monday, August 16, 2021, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also viewable to the public via Facebook Live.

Call to Order and Roll Call

Mayor Cobb called the meeting to order at 6:00 p.m. and welcomed everyone in attendance to the meeting and everyone viewing through Facebook Live. He explained Livestream is not available as the City's email and website are currently disconnected and not operational. The City Clerk called the roll and the following answered present:

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

Also present:

Manny Gomez, City Manager
Efren Cortez, City Attorney
Barry Young, Fire Chief
Kevin Shearer, Fire Battalion Chief
Doug McDaniel, Recreation Director
Tracy South, Assistant Human Resources Director
Deb Corral, Assistant Finance Director
Todd Randall, City Engineer
Kevin Robinson, Development Director
Bryan Wagner, Parks & Open Spaces Director
Matt Hughes, Rockwind Golf Course Superintendent
Ron Roberts, Information Technology Director
Sandy Farrell, Library Director
Ann Betzen, Risk Manager/Executive Assistant
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
27 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting held on Monday, August 2, 2021, be approved as written. Commissioner Gerth seconded the

motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Proclamation Proclaiming Monday, August 16, 2021, as "Hobbs Eagles Day" in Recognition of the Outstanding Accomplishments of the 2020-2021 Hobbs Eagles Boys Golf Team and Recognizing Coach Victor Rotunno, New Mexico High School Golf Coach of the Year

Mayor Cobb presented a proclamation proclaiming Monday, August 16, 2021, as "Hobbs Eagles Day" to the 2020-2021 Hobbs Eagles Boys Golf Team in recognition of their outstanding accomplishment in winning the New Mexico State Championship. He also recognized Coach Victor Rotunno, who was honored as New Mexico High School Golf Coach of the Year. He stated it is a pleasure knowing these young men and recognized team members as Mr. Jake Rains, Mr. Seth Lackey, Mr. Kellen Owensby, Mr. Jackson Rains and Mr. Tripton Roberts.

Coach Rotunno stated the Hobbs High School has a really good golf program. He stated he is looking forward to coaching future Eagles in the game of golf.

City Manager Manny Gomez thanked the Hobbs Eagles Boys Golf Team, on behalf of the City of Hobbs employees, for their representation of Hobbs in the State Tournament.

Commissioner Penick stated the Golf Team was a very impressive team this year.

Mayor Cobb stated they are a great team with a great facility.

Commissioner Fields expressed his pride in the young men and their coaches.

Presentation of Xcel Energy Efficiency Award to Pete Zacharias, Senior Utilities System Specialist

Mr. James Lackey, Xcel Energy Community Relations Manager, presented the Xcel Energy Efficiency Award to Mr. Pete Zacharias, Senior Utilities System Specialist for the City of Hobbs, for his participation in the Energy Efficiency Program which has saved the City of Hobbs \$129,950.00 in rebates. Additionally, Mr. Zacharias has saved the City \$99,500.00 in rebates for the CORE. He congratulated Mr. Zacharias and presented the City of Hobbs with a plaque of recognition.

Recognition of City Employees - Milestone Service Awards for the Month of August, 2021

City Manager Gomez recognized the employees who have reached milestone service awards with the City of Hobbs for the month of August, 2021, which total 75 years of service worked. He read their names, job titles and gave a brief summary of the job duties performed by each of the following employees:

- 5 years - Brendan Ingley, Hobbs Police Department
- 5 years - Amanda Ponce, Engineering/Mapping Department
- 5 years - Justin Santos, Hobbs Police Department
- 5 years - Arelee Smith, Hobbs Fire Department
- 10 years - Sandy Farrell, Hobbs Public Library
- 10 years - Josefina Mendiola, Hobbs Police Department
- 10 years - Valerie Rojas, Human Resources Department
- 10 years - Susan Santa, Hobbs Police Department
- 15 years - Raynaldo Valdez, Utilities Department.

City Manager Gomez thanked the Commission for recognizing the employees and their service to the City. City Manager Gomez stated the City's employees are the most important resource and asset within the organization. He expressed thanks and appreciation to the employees and their families.

Public Comments

Due to COVID-19, public comments may be submitted in person or in writing. Written comments should be submitted to the City Clerk at jfletcher@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, August 16, 2021.

Mr. Alfredo Turrubiates, Principal of the Hobbs High School, thanked the Commission for its support of the students at the Hobbs High School (HHS). He commended the City Parks and Open Spaces Department and the City's Street Department for hanging banners for the graduates. Mr. Turrubiates thanked Mr. Bryan Wagner, Parks and Open Spaces Director, Mr. Todd Randall, City Engineer, and Mr. Placido Ramirez, Parks Maintenance and Construction Supervisor, for all of their hard work. Mr. Turrubiates presented a plaque to the City of Hobbs for its support of the students at Hobbs High School.

Consent Agenda

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

Resolution No. 7086 - Appointing a Voting Delegate and Alternate Delegate for the Annual New Mexico Municipal League Conference

Resolution No. 7087 - Approving the Final Plans for College Subdivision Unit Three and Unit Four Located Northeast of the Intersection of East Sanger and Harris Streets Within the City of Hobbs ETJ as Submitted by Bonafide Ventures, LLC

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

Discussion

There were no items presented for discussion.

Action Items

Resolution No. 7088 - Proposing Amendments to the Gross Receipts and Compensation Tax Act Related to the Consequences of HB6

Mayor Cobb explained the resolution and stated he has been in communication with other communities in New Mexico regarding the need for change to New Mexico House Bill 6 (HB6). He stated Mr. Efrén Cortez, City Attorney, has identified where changes need to be made in HB6 and drafted a resolution amending HB6 as a recommendation to the New Mexico Legislature. Mayor Cobb stated the New Mexico Municipal League (NMML) adopted this resolution at its recent Resolutions Committee meeting. He is encouraging NMML to assist in making these changes a Legislative priority in 2022.

Mr. Cortez stated this resolution opposes changes made to the Gross Receipts and Compensation Tax Act (Act) by the New Mexico Legislature in 2019 via HB6 and proposes changes to the Act to counter the consequences of HB6. He used a PowerPoint presentation and explained, specifically, this resolution calls on the New Mexico Legislature to amend NMSA 1978, § 7-1-14(F)(5), to allow for the destination tax on "services", including services from the oil and gas industry, to be the location of the performer of the service. Mr. Cortez stated the 2019 amendments were intended to address the sales tax on "goods" delivered to various locations in New Mexico primarily from internet sales following the United States Supreme Court's decision in *South Dakota v. Wayfair, Inc.* 138 S.Ct. 2080 (2018); however, when HB6 was written, it went further to include the tax on the delivery of services as well. Mr. Cortez stated this resolution encourages the NMML, as well as the New Mexico Legislature, to seek an amendment to NMSA 1978, § 7-1-14(F)(5) to read, " ... for services other than those described in Paragraphs (1) through (4) of this subsection, the location of the performer of the service

or seller of the product of the service, as appropriate.” Mr. Cortez commended Mayor Cobb for the hours of work he has spent on this matter in visiting with elected officials, speaking to the NMML and drafting this change to HB6 to help protect New Mexico communities.

In response to Commissioner Gerth’s question, Mr. Cortez confirmed that under current law, which was changed by HB6, if a business located within the Hobbs municipal boundaries delivers services in Lea County, outside the Hobbs city limits, the business will charge the Lea County tax rate and the County will receive the gross receipts tax rather than the business charging the City tax rate and the City receiving a portion of the gross receipts tax.

In answer to Commissioner Mills’ inquiry, Mr. Cortez stated HB6 will require local businesses to research the tax rates of other locations in order to know and pay the correct tax rates. He stated this will be a very cumbersome responsibility for the local businesses.

Commissioner Smith stated there is nothing positive about HB6 and it will be very challenging to local businesses.

There being no further discussion, Commissioner Penick moved that Resolution No. 7088 be adopted as presented. Commissioner Mills seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

Mayor Cobb stated most of the Commission will be present during the upcoming annual New Mexico Municipal League conference. He encouraged the Commissioners to use the time to advocate for changes to the tax law by speaking to other municipal officials and New Mexico Legislative representatives.

Resolution No. 7089 - Authorizing Prioritization of the Top 10 Projects for the FY 2023-2027 Infrastructure Capital Improvements Plan (ICIP)

Mr. Kevin Robinson, Development Director, explained the resolution and stated the FY 2023-2027 Infrastructure Capital Improvement Plan (ICIP) was reviewed and approved by the City of Hobbs Planning Board at a Special Meeting held on August 9, 2021. After review the Board recommended approval by City Commission with unanimous approval. The Hobbs Planning Board determined the Top 10 ICIP recommendations as follows:

1. Sewer Main Replacement
2. Joe Harvey Blvd. Improvements
3. Street Improvements Resurfacing
4. Infrastructure Utility Extensions
5. Public Safety | Security Improvements

6. Municipal Facility Security Improvements
7. Drainage Master Plan & Improvements
8. Heavy Rescue/Haz-mat Apparatus
9. West College Lane Realignment
10. West Bender Widening Project & Drainage

Mr. Robinson stated the City Commission was requested to individually rank the ICIP projects to establish the Top 5 Projects. Each Commissioner was requested to assign a ranking to each project as recommended by the Planning Board of 1 through 10 with 1 being the most important project for the community. The results were tallied by staff and the Top 5 Projects as determined by the Commission are as follows:

1. Sewer Main Replacement
2. Joe Harvey Boulevard Improvements
3. Street Improvements Resurfacing
4. Public Safety and Security Improvements
5. Drainage Master Plan and Improvements

Mr. Robinson stated the results determining the Top 5 Projects by the Commission will be uploaded to the New Mexico Department of Finance and Administration (NMDFA) dashboard by September 16, 2021.

In response to Mayor Cobb's question, Mr. Randall stated there has been no information from the Governor's Office regarding how capital outlay funds will be allocated.

Mayor Cobb stated while the Top 5 Projects may be the Commission's wishes to prioritize, the New Mexico Governor may have other ideas for capital outlay projects that may have more priority than the Commission's recommended projects.

In response to Commissioner Mills' inquiry, Mr. Todd Randall, City Engineer, explained the how projects listed as an "other option" were ranked in order for the spreadsheet to allocate the Top 5 Projects.

Mayor Cobb stated the Top 5 Project list gives the Commission a starting point for getting the information to NMDFA to begin the ICIP process.

There being no further comments or discussion, Commissioner Fields moved that Resolution No. 7089 be adopted as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7090 - Authorizing Submission of a Grant Application to the New Mexico Department of Transportation to Provide Funding for Public Transportation for FY 22-23 Under Section 5311 of the Federal Transit Act

Ms. Jan Fletcher, City Clerk and Public Transportation Director, explained the resolution and stated the City of Hobbs operates the Hobbs Express Public Transportation Program under a Section 5311 Grant through the Federal Transit Act (FTA) administered by the New Mexico Department of Transportation (NMDOT), Transit and Rail Division. She further stated the program has been in continuous operation under this format since 1989. She provided background information on the importance of public transportation in the community to those individuals who may be disabled or have no other form of transportation.

Ms. Fletcher stated this is a formulary grant for Federal FY 22-23 and the grant application is summarized as follows:

	Total	Federal Share	Local Share
Administrative (80/20)	\$ 109,300.00	\$ 87,440.00	\$ 21,860.00
Operating (50/50)	\$ 924,200.00	\$ 462,100.00	\$ 462,100.00
Capital (80/20)	\$ 178,000.00	\$ 142,400.00	\$ 35,600.00
TOTAL	\$1,211,500.00	\$ 691,940.00	\$ 519,560.00

Ms. Fletcher stated the grant application requires a resolution of support from the municipality served by the project. The resolution presented for approval tonight commits the City to providing local matching funds in the proposed amount of \$519,560.00. Ms. Fletcher stated due to CARES Act funding, the City's local match for FY 21-22 has been reduced from a similar amount down to \$98,000.00.

There being no questions or discussion, Commissioner Gerth moved that Resolution No. 7090 be adopted as presented. Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7091 - Approving a Fair Share Development Agreement with 7773, LLC, Concerning the Projection of Ja-Rob Lane, South of Millen Drive, in an Amount Not to Exceed \$86,526.00

Mr. Robinson explained the resolution and stated the City of Hobbs is proposing to enter into a Fair Share Development Agreement with 7773, LLC, concerning the projection located southwest of the intersection of Ja-Rob and Millen. The fair share development agreement, concerning the projection of Ja-Rob, a Major Collector, south of Millen a distance of +/- 418'. He further stated the development agreement is compliant with the "Public Participation Infrastructure Extension Development Agreement Policy" as adopted on June 21, 2021, per Resolution No. 7063. Mr. Robinson stated after receipt of

the Engineer of Records Certification of Compliance and recordation of any public dedications as required, the City shall reimburse the Developer up to 50% of the actual cost (excluding GRT) for the Public Infrastructure so installed, not to exceed \$86,526.00, providing the same occurs within 580 days of ratification of the Fair Share Development Agreement. He added the Hobbs Planning Board recommended approval of the Fair Share Development Agreement with 7773, LLC, at the special meeting held on August 9, 2021, by a vote of 4 to 0.

In response to a question from Commissioner Penick, Mr. Robinson stated Chapter 16 of the Hobbs Municipal Code requires a developer to build the roadway and infrastructure running through a new development. The Fair Share Development Agreement allows the City to reimburse the developer for infrastructure that is not being directly used by the developer. In this case, the City will reimburse the developer in an amount not to exceed \$86,526.00 for building this public infrastructure.

In response to Mayor Cobb's inquiry, Mr. Robinson stated the City will be reimbursed should any other developer build on the other side of the roadway.

In answer to Commissioner Penick's question, Mr. Robinson clarified the City will maintain the roadway once it has been dedicated.

There being no further discussion, Commissioner Calderón moved that Resolution No. 7091 be adopted as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached and made a part of these minutes.

Mayor Cobb reminded the Commission and public that the owners of 7773, LLC, presented an overview of this project to the City Commission in April, 2021.

PUBLICATION: Proposed Ordinance Amending Chapter 2 of the Hobbs Municipal Code Establishing a Veterans Advisory Board

City Manager Gomez presented a proposed Ordinance amending Chapter 2 of the Hobbs Municipal Code to establish a new Veterans Advisory Board. He thanked all of the volunteers who have given their time to serve on the various City Advisory Boards and Committees. He stated the Veterans Advisory Board will:

- Consist of five (5) members appointed by the Mayor with the advice and consent of the Commission;
- Advise the City Commission on veteran affairs and issues of importance to our local veterans;
- Highlight contributions and needs of our local veterans;
- Organize events and assist in decisions concerning the Hobbs Veterans Memorial Park Hobbs Army Airfield (HAAF);

- Seek to resolve any conflicts or concerns posed by local veterans in our community;
- Recommend policies and procedures related to the preparation, care, and maintenance of the Hobbs Veterans Memorial Park HAAF;
- Be the sole authority to authorize placement of any names or inscriptions at the Hobbs Veterans Memorial Park HAAF.

City Manager Gomez stated there will be a staff liaison appointed to assist the Board as well as a City Commission liaison. If approved, the Board will be scheduled to meet once every two months and its members will serve a two-year term.

Mayor Cobb stated the full ordinance will be on the City of Hobbs website at www.hobbsnm.org under "Legal Notices".

There being no further discussion, Commissioner Penick moved to publish the proposed ordinance amending Chapter 2 of the Hobbs Municipal Code establishing a Veterans Advisory Board as presented. Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. A copy of the proposed ordinance and supporting documentation are attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Mayor Cobb stated the next regular Commission Meeting will be held on Tuesday, September 7, 2021, at 6:00 p.m. He stated the date was changed due to the Labor Day Holiday on September 6, 2021.

City Manager Gomez proudly announced that Mr. Barry Young has been appointed as the new Fire Chief for the City of Hobbs effective as of August 8, 2021. He stated Fire Chief Young has served the Hobbs Fire Department (HFD) in various capacities for the last 19 years.

Fire Chief Barry Young expressed his appreciation for the opportunity to lead the HFD. He stated he is honored and humbled by the show of support he has received. Chief Young further stated HFD is a great department with great people and he looks forward to moving into the future with the department.

City Manager Gomez stated the City hosted the first large item pickup for the residential areas from Broadway south to the city limits. Due to weather and the abundance of items, City staff was unable to complete the entire area and are continuing to pick up today. City Manager Gomez reminded the public that this large item pickup is for truly large items and not for regular household trash. He stated the next large item pickup will be held on September 11, 2021, and will serve the residential areas from Broadway north to Sanger. The additional dates scheduled for the large item pickup are October 2 for residences

north of Sanger and west of Fowler within city limits and November 6 for residences north of Sanger and east of Fowler within city limits. City Manager Gomez expressed his appreciation to the Parks and Open Spaces Department, the Street Department and Utilities Department for their hard work on this project. He also thanked Waste Management for their assistance.

City Manager Gomez stated the 9/11 Stair Climb will be held at the Hobbs High School Watson Stadium on Saturday, September 11, 2021, at 7:00 p.m. The customary memorial event will be held at 8:00 a.m. at the 9/11 Memorial on Jack Gomez Blvd.

Commissioner Mills stated with both Highland Middle School and Coronado Elementary School on the northern border of District 2 and the Hobbs Freshman and Hobbs High Schools on the southern border, there are many kids walking through the District after school. He stated the traffic is crazy and there have been reports of near misses all over District 2, especially for the children crossing Bender. He stated there have been numerous complaints over the years and he cautioned everyone to be careful.

Commissioner Penick stated he was contacted by Lt. Colonel Daly R. Bales, Jr., the pilot who flew the F105 Fighter Jet that will be placed at the Hobbs Veterans Memorial Park. He stated Lt. Col. Bales flew the jet for over ten years while in the United States Air Force and had some incredible stories from his time in Military service. Commissioner Penick was able to verify Lt. Col. Bales' service and found his name painted on the fighter jet. Commissioner Penick stated he would like to see Lt. Col. Bales' name repainted as part of the jet's restoration. He further stated the representative from a restoration company will be coming soon to make a bid to restore the aircraft to museum conditions.

Commissioner Penick congratulated Fire Chief Young on his promotion. He stated the City of Hobbs is blessed to have him.

Commissioner Gerth expressed his displeasure regarding information on recent COVID-19 testing. He voiced his concerns for citizens that are being singled out because they are unvaccinated. He stated segregating the vaccinated from the unvaccinated people will cause problems for our country. Commissioner Gerth further stated people who have been vaccinated are testing positive for COVID-19.

Commissioner Penick agreed with Commissioner Gerth and stated he feels treating vaccinated individuals differently than unvaccinated individuals is a form of discrimination towards those who choose not to be vaccinated.

Commissioner Penick also announced his intention to run for re-election in District 5 in the upcoming municipal election.

Adjournment

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:16 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROCLAMATIONS

AND

**AWARDS OF
MERIT**

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, those who have chosen the healthcare profession as their calling serve their communities with reverence for human life and individual dignity; and

WHEREAS, our nation is experiencing one of the worst pandemics in its history as a result of the novel coronavirus; and

WHEREAS, physicians, nurses, health aids, EMTs and others who work in healthcare are dedicated to relieving pain and suffering, especially during this pandemic while risking their own lives and the well-being of their families; and

WHEREAS, the sick of our community, whether afflicted with COVID or suffering with other illness, are treated and tended to by devoted healthcare workers, who surround and support our sick loved ones.

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim September 7, 2021, as

"HEALTHCARE WORKERS DAY"

do hereby honor and extend our deepest thanks and gratitude to the healthcare workers of our community, for their heroic efforts and in recognition of their spirit, love and skill provided to their fellowman during the COVID-19 pandemic, and further, I encourage all residents of Hobbs to acknowledge our healthcare workers for their devotion to the health and well-being of our citizens.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of September, 2021, and cause the seal of the City of Hobbs to be affixed hereto.

SAM D. COBB, MAYOR

ATTEST:

JAN FLETCHER, CITY CLERK



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 9-7-21

SUBJECT: A Resolution Authorizing the Mayor to Make Appointments to the Labor Management Relations Board

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: 8-25-21
SUBMITTED BY: Ann Betzen

Summary:

The Mayor would like to re-appoint Scotty Holloman and Brian Belyeu to the Labor Management Relations Board; terms expire September 8, 2022.

Fiscal Impact:

There is no fiscal impact to the current year budget.

Reviewed By: 

Department

Attachments:

Resolution

Legal Review:

Approved As To Form: 

City Attorney

Recommendation:

Motion to approve Resolution.

Approved For Submittal By:

Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Approved _____

Denied _____

Other _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 7092

A RESOLUTION AUTHORIZING THE MAYOR
TO MAKE APPOINTMENTS TO
THE LABOR MANAGEMENT RELATIONS BOARD

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to re-appoint Scotty Holloman and Brian Belyeu to the Labor Management Relations Board. Both appointments are for a one year term which will expire September 8, 2022.

PASSED, ADOPTED AND APPROVED this 7th day of September, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 7, 2021

SUBJECT: A Resolution Authorizing the Transfer of Ownership of the Hobbs Police Department K-9 Ares and K-9 Roki.

DEPT. OF ORIGIN: Hobbs Police Department
DATE SUBMITTED: August 31, 2021
SUBMITTED BY: Chief John Ortolano

Summary:

The City currently has ownership of working police dogs named Ares and Roki, who have both completed their beneficial service to the citizens of Hobbs.

The Never Forget 9-11 Foundation desires the City to transfer ownership of both K-9 Ares and K-9 Roki to them. In return, the Never Forget 9-11 Foundation will become responsible for the dogs' medical care, annual licensing, and food and will assume all liability associated with K-9 Ares and K-9 Roki as specifically enumerated in a Transfer of Ownership and Release of Liability Agreement.

Fiscal Impact:

There will be no other fiscal impact to the City in that the Never Forget 9-11 Foundation will be solely responsible for all care and liability of Ares and Roki upon transfer of ownership, therefore, K-9 Ares and K-9 Roki will be both removed from the asset list for the Hobbs Police Department.

Reviewed By: [Signature]
Finance Department

Attachments:

- 1. Resolution
2. Transfer of Ownership and Release of Liability

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

The Commission should consider the Resolution authorizing transfer of ownership.

Approved For Submittal By:

[Signature]
Department Director

Acting 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. 7093

A RESOLUTION AUTHORIZING

THE TRANSFER OF OWNERSHIP
OF THE HOBBS POLICE DEPARTMENT
K-9 ARES AND K-9 ROKI

WHEREAS, the City of Hobbs currently has ownership of working police dogs named Ares and Roki; and

WHEREAS, Ares and Roki have both completed their beneficial service to the citizens of Hobbs; and

WHEREAS, the Never Forget 9-11 Foundation is a nonprofit organization that has knowledge and experience as to the handling of K-9s; and

WHEREAS, the Never Forget 9-11 Foundation desires that the City of Hobbs transfer ownership of Ares and Roki to the Foundation; and

WHEREAS, the Never Forget 9-11 Foundation will become responsible for the dogs' medical care, annual licensing and food and will assume any and all liability associated with both Ares and Roki as set forth in a Transfer of Ownership and Release of Liability Agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, that the Mayor be and hereby is authorized and directed to take all necessary and appropriate action to effectuate this resolution and specifically to transfer ownership of the City of Hobbs Police Department K-9 Ares and K-9 Roki to the Never Forget 9-11 Foundation as set forth in a Transfer of Ownership and Release of Liability Agreement.

PASSED, ADOPTED AND APPROVED this 7TH day of SEPTEMBER, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**TRANSFER OF OWNERSHIP
AND
RELEASE OF LIABILITY**

WHEREAS, The City of Hobbs, hereinafter referred to as "City", owns two working police dogs named "Ares" (hereinafter "K-9 Ares") and "Roki" (hereinafter "K-9 Roki"), who were both originally trained by Pacesetter K9, located at 555 County Road 200, Liberty Hill; and

WHEREAS, the Never Forget 9-11 Foundation is a 501 (c) (3) nonprofit organization and has knowledge and experience in caring for trained law enforcement K-9s and re-homing them to appropriate entities; and

WHEREAS, K-9 Ares' and K-9 Roki's main duties at the Hobbs Police Department concerned detecting dual purpose narcotics and human apprehension; and

WHEREAS, the Hobbs Police Department has decided to retire K-9 Ares and K-9 Roki from the Hobbs Police Department as working police dogs as they have both completed their beneficial service to the City of Hobbs; and

WHEREAS, the Never Forget 9-11 Foundation desires to obtain both K-9 Ares and K-9 Roki and become responsible for the complete care of both; and

WHEREAS, The City desires to transfer ownership of K-9 Ares and K-9 Roki in return for a complete release from the Never Forget 9-11 Foundation of any and all legal liability associated with K-9 Ares and K-9 Roki that may arise in the future and the complete care and responsibility of K-9 Ares and K-9 Roki.

1. The City of Hobbs shall transfer ownership of K-9 Ares and K-9 Roki to the Never Forget 9-11 Foundation upon approval by the City Commission and at the time this document is executed by all parties.
2. The Never Forget 9-11 Foundation shall be responsible for all the on-going care for K-9 Ares and K-9 Roki, including, but not limited to, any and all medical care, preventative inoculations (rabies, distemper, bordetella, etc.), all annual city/state licensing fees, and food.
3. The Never Forget 9-11 Foundation agrees to abide by all the applicable City Ordinances, State Statutes, and Federal laws and regulations regarding the ownership of both K-9 Ares and K-9 Roki.
4. The Never Forget 9-11 Foundation agrees to assume all responsibility and liability associated with both K-9 Ares and K-9 Roki.
5. The Never Forget 9-11 Foundation agrees to indemnify the City of Hobbs, its employees, Mayor and Commission for any legal action initiated alleging negligence on the part of K-9 Ares and/or K-9 Roki, wherein the City of Hobbs, its employees, Mayor and/or Commission are named as defendants that may occur after transfer of ownership of K-9

Ares and K-9 Roki to the Never Forget 9-11 Foundation. This indemnification provision shall not apply to any event giving rise to potential liability that occurred before the signing of this document.

6. Upon the signing of this document by all parties, the Never Forget 9-11 Foundation will not be entitled to any additional compensation from the City of Hobbs associated with the transfer of ownership of K-9 Ares and K-9 Roki.
7. The City shall present this Transfer of Ownership and Release of Liability to the City Commission to obtain an appropriate Resolution, authorizing Mayor Sam D. Cobb to execute this agreement on behalf of the City of Hobbs. As such, the parties specifically understand that the validity of this agreement is contingent on the approval of the Hobbs City Commission.

DATED this 7TH day of SEPTEMBER, 2021.

SAM D. COBB
City of Hobbs Mayor

ATTEST:

JAN FLETCHER
City Clerk

TOBY SPEARS
Finance Director

CHRISTINE LIVINGSTON
President of the Never Forget 9-11 Foundation

City Attorney "as to form" Approval:

EFREN A. CORTEZ
City Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 9/07/2021

SUBJECT: A resolution relating to the disposition of 26 Sig Sauer, Model P320 pistols, 21 Taser X2 electronic control devices, and 40,000 rounds of obsolete .40 S&W Ammunition. The department wishes to trade these items toward the purchase of 21 Taser 7 electronic control devices.


DEPT. OF ORIGIN: Police Department
DATE SUBMITTED: August 10, 2021
SUBMITTED BY: Chief John Ortolano

Summary:
The City desires to dispose of pistols, Taser X2s, and ammunition. The items will be traded in towards the purchase of new Taser 7 electronic control devices.

Fiscal Impact:
The trade-in value for each pistol is listed as \$250.00. The total trade-in value for 26 pistols is \$6,500. The trade-in value for each Taser X2 is \$120. The total trade-in value for 21 devices is \$2,520. The trade-in value of the ammunition is .20 a round. The total ammunition trade-in value is \$8,000. The total purchase price of new Taser 7 ECDs and cartridges is \$51,996. The total fiscal impact for this purchase will be \$34,976.

Reviewed By: 
Finance Department

- Attachments:**
- Resolution
 - ProForce Quote with annotated trade-in values
 - Axon Quote
 - Hobbs Police Department Sig P320 serial numbers of proposed trade-in pistols
 - Taser X2 Serial Numbers

Legal Review: Approved As To Form: 
City Attorney

Recommendation:

Approved For Submittal By:

Department Director

City Manager

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

CITY OF HOBBS

RESOLUTION NO. 7094

A RESOLUTION RELATING TO DISPOSITION OF
26 SIG SAUER MODEL P320 PISTOLS, 21 TASER X2 ELECTRONIC CONTROL
DEVICES AND 40,000 ROUNDS OF OBSOLETE .40 S&W AMMUNITION USED BY
THE CITY OF HOBBS POLICE DEPARTMENT

WHEREAS, Hobbs Police Department desires to delete from its public inventory and dispose of twenty six (26) Sig Sauer, Model P320 pistols, twenty one (21) Taser X2 electronic control devices and forty thousand (40,000) rounds of obsolete .40 S&W ammunition, currently listed on the City of Hobbs Police Department inventory; and

WHEREAS, the pistols, tasers, and ammunition will be traded in towards the purchase of twenty one (21) new Taser 7 electronic control devices and cartridges through ProForce Law Enforcement; and

WHEREAS, the trade-in value of each Sig Sauer pistol is listed as \$250.00, the trade-in value of each Taser X2 is listed as \$120.00 and the trade-in value of each .40 S&W ammunition round is \$.20 for a total trade-in value of \$17,020.00; and

WHEREAS, the total purchase price of new Taser X7 electronic control devices plus cartridges is \$51,996.00 which will leave a fiscal impact for this purchase at \$34,976.00;

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

The City desires to delete from its public inventory and dispose of twenty six (26) Sig Sauer, Model P320 pistols, twenty one (21) Taser X2 electronic control devices and forty thousand (40,000) rounds of obsolete .40 S&W ammunition herein by reference and the governing body hereby makes the official, specific finding that each item of property on the attached list:

- (1) has a current resale value of less than \$5,000.00; and
 - (2) that all such items should be deleted from the City's public inventory and traded-in, pursuant to the provisions of the Procurement Code towards the purchase of twenty one (21) new Taser 7 electronic control devices and cartridges through ProForce Law Enforcement of Prescott, Arizona.
- B. A copy of this official finding and proposed disposition of the property sought to be disposed of shall be made a permanent part of the official minutes of

CITY OF HOBBS REQUISITION/QUOTE FORM

(Purchases \$500.00-\$5,000.00 SPD & GSA Contract)

TO: CPO

FROM: SGT Nathan Eubank

DATE: 4/01/2021

VENDOR NAME:
ADDRESS:

PHONE/FAX NO:

1) AXON
17800 N 85th St
Scottsdale, AZ 85255
PH: 800-978-2737
Fax: 480-991-0791

2) ProForce LE
2625 Stearman Dr
Prescott, AZ 86301
PH: 928-776-7192
Fax: 928-445-3468

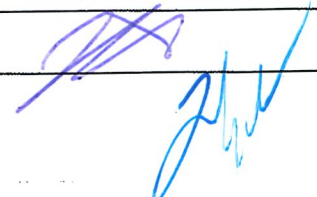
3)

QTY	DESCRIPTION ITEM(S) SERVICE TO BE PURCHASED	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
21	Taser 7 Devices w/subscription plans	\$2,172	\$45,611.98	\$2,400	\$50,400		
21	Trade Credit for Taser X2 devices	N/A	N/A	-\$120	-\$2,520		
26	Trade Credit for Sig Sauer P320 handguns in .40 S&W	N/A	N/A	-\$250	-\$6,500		
40,000	Trade Credit for Federal brand .40 S&W ammunition	N/A	N/A	-\$20	-\$8,000		
21	Taser 7 3.5 Degree Cartridges	N/A	N/A	\$38	\$798		
21	Taser 7 12 Degree Cartridges	N/A	N/A	\$38	\$798		
	TOTAL AMOUNT		\$45,611.98		\$34,976.00		
	DELIVERY DATE		TBD		TBD		
	ESTIMATED SHIPPING CHARGES		N/A		N/A		

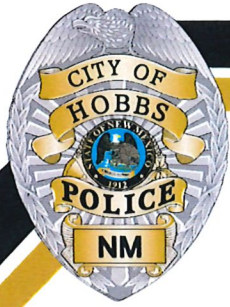
CHECK ONE: STATE CONTRACT / GSA CONTRACT CONTRACT NO. _____ EXPIRATION DATE _____
 SPD or GSA contracts should be attached or on file in CPO. GSA contracts must have a letter from the contractor indicating a willingness to extend pricing, and all terms to the City of Hobbs.

AWARD TO: ProForce LE POINT OF CONTACT: Ryan Schreiber (If new vendor make sure address is on this form)

If lowest price is not recommended, please state why (subject to approval by CPO) Items through ProForce are in stock and ready to ship once PO received.

Account No. _____ Prepared By: SGT Nathan Eubank Department Approval: 

WHITE-CPO PINK-Department



HOBBS POLICE DEPARTMENT

August 24th, 2021

To: Toby Spears, Finance Director
From: Sergeant Nathan Eubank
Subject: Vendors for Axon Taser devices

Sir,

The Hobbs Police Department utilizes Taser electronic control devices as a less than lethal force option for our officers. Axon is the sole manufacturer of these devices. Per conversations with the sales representatives from Axon, only certain vendor are allowed to sell Taser products. These vendor are assigned regions, and no other vendor, with the exception of Axon itself, can sell Taser products to government agencies within that region. The designated vendor for our region is ProForce Law Enforcement out of Prescott Arizona.

I respectfully request authorization to purchase 16 Taser 7 devices from ProForce Law Enforcement. I have obtained quotes from both ProForce and Axon. I understand the dollar amount of this purchase exceeds \$20,000, but I am unable to obtain a third vendor quote, due to the above stated reasons.

Thank you in advance for your consideration.

Respectfully,

Sergeant Nathan Eubank

John Ortolano, Chief of Police
300 N. Turner • Hobbs, New Mexico 88240
Dispatch (575) 397-9265 • Fax (575) 397-3867
www.hobbspd.com

Accredited By The
New Mexico Law Enforcement Professional Standards Council



TRADE WEAPONS FORM

This completed form must accompany your return.

Please email the completed Trade Weapons Form, in Excel format, prior to shipping your trades to Proforce.

QUOTE #: _____
CUSTOMER # 10014 _____
FROM (AGENCY NAME): Hobbs Police Department _____
ADDRESS: 300 N Turner _____
CITY, STATE, ZIP: Hobbs, NM 88240 _____
CONTACT: SGT Nathan Eubank _____
PHONE NUMBER: 575-391-2621 _____
EMAIL ADDRESS: neubank@hobbsnm.org _____

PLEASE RETURN ALL TRADES TO:

PROFORCE LAW ENFORCEMENT
2618 DAUNTLESS DRIVE
PRESCOTT, AZ 86301
800-367-5855

DATE RECEIVED: _____
RECEIVED BY: _____

TRADE ITEMS TO BE RETURNED, AS QUOTED: Sig Sauer P320 pistols _____

Agency: List all trades being sent in (with Serial #s)

#	MANUFACTURER	TYPE	MODEL	CALIBER	SERIAL NUMBER	COMMENTS
1	Sig Sauer	handgun	P320	.40 S&W	58A182539	3 magazines
2	Sig Sauer	handgun	P320	.40 S&W	58A182565	3 magazines
3	Sig Sauer	handgun	P320	.40 S&W	58C270668	3 magazines
4	Sig Sauer	handgun	P320	.40 S&W	58C271474	3 magazines
5	Sig Sauer	handgun	P320	.40 S&W	58A182518	3 magazines
6	Sig Sauer	handgun	P320	.40 S&W	58C270674	3 magazines
7	Sig Sauer	handgun	P320	.40 S&W	58C271497	3 magazines
8	Sig Sauer	handgun	P320	.40 S&W	58A182521	3 magazines
9	Sig Sauer	handgun	P320	.40 S&W	58C271501	3 magazines
10	Sig Sauer	handgun	P320	.40 S&W	58C271477	3 magazines
11	Sig Sauer	handgun	P320	.40 S&W	58C270698	3 magazines
12	Sig Sauer	handgun	P320	.40 S&W	58C270677	3 magazines
13	Sig Sauer	handgun	P320	.40 S&W	58C270694	3 magazines
14	Sig Sauer	handgun	P320	.40 S&W	58A182560	3 magazines
15	Sig Sauer	handgun	P320	.40 S&W	58C270688	3 magazines
16	Sig Sauer	handgun	P320	.40 S&W	58A182524	3 magazines
17	Sig Sauer	handgun	P320	.40 S&W	58A182520	3 magazines
18	Sig Sauer	handgun	P320	.40 S&W	58A182533	3 magazines
19	Sig Sauer	handgun	P320	.40 S&W	58A182538	3 magazines
20	Sig Sauer	handgun	P320	.40 S&W	58C270627	3 magazines
21	Sig Sauer	handgun	P320	.40 S&W	58A182528	3 magazines
22	Sig Sauer	handgun	P320	.40 S&W	58C270687	3 magazines
23	Sig Sauer	handgun	P320	.40 S&W	58C271464	3 magazines
24	Sig Sauer	handgun	P320	.40 S&W	58A182574	3 magazines
25	Sig Sauer	handgun	P320	.40 S&W	58A182509	3 magazines
26	Sig Sauer	handgun	P320	.40 S&W	58C271470	3 magazines

Hobbs Police Department Taser X2 Trade Serial Numbers

X29003MKE

X29000R00

X29000FUN

X29009HD0

X290007XK

X29000RDV

X2900577K

X29001W06

ZZX290D9T

X2900337K

X29001WE6

X29000R93

X29001WC5

X290000E1

X29002DE7

X29000RD9

X29001WEA

X2900056R

X290026ED

X29009MF3

X29000TN1

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301
 Tel: 928-776-7192 Fax: 928-445-3468
 email: sales@proforceonline.com www.proforceonline.com

O R D E R	QUOTE#	PAGE
	564783	1
Q U O T E	SHIP DATE	
	A.S.A.P.	

SOLD
TO

CITY OF HOBBS
 ATTN: ACCTS PAYABLE/FINANCE
 200 EAST BROADWAY STREET
 HOBBS NM 88240

SHIP
TO

HOBBS POLICE DEPARTMENT
 ATTN SGT NATHAN EUBANK
 300 NORTH TURNER
 HOBBS NM 88240

575-397-9251

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.	
N/A	08/04/21	010014	A	JIM HALSTED	FX G-FOB ORIGIN		
QTY. ORDER	ITEM NO./DESC.				UNIT PRICE	UOM DISC.	NET PRICE
21	NON-STOCK TASER 7 BASIC UP FRONT PLAN PLAN INCLUDES: T7 HANDLES QTY 21 HOLSTERS QTY 21 RECHARGABLE BATTERIES QTY 25 DOCKING STATION QTY 1 EVIDENCE.COM HARDWARE WARRANTY END USER TRAINING INSTRUCTOR TRAINING				2,400.00	EA .00	50,400.00
21	TRADES CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED QTY 21 X2 TASERS				120.00-	EA .00	2,520.00CR
26	TRADES CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED QTY 26 SIG SAUER P320 40SW PISTOLS WITH NIGHT SIGHTS, AND 3 MAGS EACH. GOOD CONDITION -5.00 FOR ANY MISSING MAGS.				250.00-	EA .00	6,500.00CR
COMMENT							
TERMS							

PROFORCE LAW ENFORCEMENT

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O R D E R	QUOTE#	PAGE
	564783	2
Q U O T E	SHIP DATE	
	A.S.A.P.	

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 ATTN: ACCTS PAYABLE/FINANCE
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SHIP
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HOBBS POLICE DEPARTMENT
 ATTN SGT NATHAN EUBANK
 300 NORTH TURNER
 HOBBS NM 88240

575-397-9251

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	08/04/21	010014	A	JIM HALSTED	FX G-FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
40,000	TRADES CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED QTY 40K ROUNDS OF FEDERAL AE40R3	.20-	EA .00	8,000.00CR
21	20014 TSR T7 CART HALT TRAINING STANDOFF 3.5 DEG	38.00	EA .00	798.00
21	20015 TSR T7 CART HALT TRAINING CLOSE QUARTER 12 DEG	38.00	EA .00	798.00
<p>This quote is valid for 45 days from the date of the quote, pending credit approval, and is subject to inventory, manufacturer's availability and price change. Please call to receive price update upon expiration.</p> <p>ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to ryan.schreiber@proforceonline.com. For orders over \$5,000, a PO or signed quote is required to process the order. Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items</p> <p>IMPORTANT: To order from this quotation, please sign below.</p>				

COMMENT	
TERMS	

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Prescott AZ, 86301
 Tel: 928-776-7192 Fax: 928-445-3468
 email: sales@proforceonline.com www.proforceonline.com

O R D E R	QUOTE#	PAGE
	564783	3
Q U O T E	SHIP DATE	
	A.S.A.P.	

SOLD
TO

CITY OF HOBBS
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SHIP
TO

HOBBS POLICE DEPARTMENT
 ATTN SGT NATHAN EUBANK
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 HOBBS NM 88240

575-397-9251

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N/A	08/04/21	010014	A	JIM HALSTED	FX G-FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.		UNIT PRICE	UOM DISC.	NET PRICE	
	Printed Name: _____					
	Date: _____			P.O.: _____		
	Signature: _____					
	COMMENT FOR NATHAN EUBANK BY RYAN SCHREIBER TERMS DUE NET 30 DAYS			SALES AMOUNT	34,976.00	



Date 3-30-2021

Re: Taser Purchasing

As described in our distribution agreement with Taser. All Taser pricing must be advertised at current suggested pricing, which is set forth by Taser at the beginning of each calendar year. Any attempt to sell below that price will be grounds for termination of the distributors' ability to sell Taser product.

In addition, distributors are established with a set specific territory and may not advertise/sell outside of said territory. The current territory for Proforce Law Enforcement to sell Taser products are the following states AZ, NM, NV, UT, CO, CA, & WY.

If you have any questions or you are in need of additional information, please do not hesitate to contact me.

Respectfully,

Dan Rooney
Senior Vice President
Dan.rooney@proforceonline.com



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-333437-44431.960SM

Issued: 08/23/2021

Quote Expiration: 09/15/2021

EST Contract Start Date: 10/01/2021

Account Number: 134617

Payment Terms: N30
 Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery;Invoice;Other-300 N Turner St 300 N Turner St Hobbs, NM 88240-8302 USA	City of Hobbs - NM 200 E Broadway Hobbs, NM 88240-8302 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Sean Maher Phone: Email: smaher@axon.com Fax:	Nathan Eubank Phone: (575) 391-2621 Email: neubank@hobbsnm.org Fax: (575) 397-1988

Program Length	60 Months
TOTAL COST	\$45,611.98
ESTIMATED TOTAL W/ TAX	\$45,611.98

Bundle Savings	\$4,881.37
Additional Savings	\$4,788.01
TOTAL SAVINGS	\$9,669.37

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Sep, 2021	\$9,122.38
Year 2	Sep, 2022	\$9,122.40
Year 3	Sep, 2023	\$9,122.40
Year 4	Sep, 2024	\$9,122.40
Year 5	Sep, 2025	\$9,122.40

Quote Details

Bundle Summary		
Item	Description	QTY
T7Basic	2021 Taser 7 Basic Bundle	21

Bundle: 2021 Taser 7 Basic Bundle Quantity: 21 Start: 10/1/2021 End: 9/30/2026 Total: 45611.98 USD			
Category	Item	Description	QTY
Holsters	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	2
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	19
Handle & Warranty Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	21
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	1
Dock & Warranty Bundle	74200	TASER 7 6-BAY DOCK AND CORE	25
Battery & Warranty Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	1
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	21
Other	80395	EXT WARRANTY, TASER 7 HANDLE	1
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	25
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/23/2021



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 7th, 2021

SUBJECT: A RESOLUTION RELATING TO DISPOSITION OF VIDEO DETECTION USED BY THE CITY OF HOBBS TRAFFIC DEPARTMENT AND PURCHASE 4 (four) ITERIS NEXT VIDEO DETECTION SYSTEMS

DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: 8-23-2021
SUBMITTED BY: Todd Randall, City Engineer

Summary:

The Traffic Department is requesting to purchase 4 Iteris NEXT video detection systems. These will replace the video detection systems at: Sanger St. & Jefferson St., Turner St. & Sanger St., Grimes St. & Joe Harvey Blvd. and Navajo St. & Fowler St. The vendor is offering a trade in of the old units at \$4,082.00 a piece for a total of \$16,328.00. These old units were purchased as part of signal upgrade project.

The attached quote utilize state price agreement.

Fiscal Impact:

Budget Line: 01-0412-43006
Budgeted Available \$66,940
Total of Quotes \$66,940

Reviewed By: Finance

Attachments:

Quote from vendor

Legal Review:

Approved As To Form: Efrén A. Cortez City Attorney

Recommendation:

Grant permission to purchase video detection systems.

Approved For Submission By: TODD RANDALL Department Director City Manager

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. 7095

A RESOLUTION RELATING TO DISPOSITION OF
VIDEO DETECTION USED BY
THE CITY OF HOBBS TRAFFIC DEPARTMENT

WHEREAS, the Traffic Department desires to delete from its public inventory and dispose of four Video Detection SystemS currently listed on the City of Hobbs inventory; and

WHEREAS, the equipment will be traded in towards the purchase of new Iteris Next Video Detection System; and

WHEREAS, the trade-in value of each unit is listed as \$4,082.00 for a total trade-in value of \$16,328.00; and

WHEREAS, the total purchase price of Iteris Next Video Detection System is \$81,648 which will leave a fiscal impact for this purchase at \$66,940;

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

- A. The City desires to delete from its public inventory and dispose of four (4) Video Detection equipment incorporated herein by reference and the governing body hereby makes the official, specific finding that each item of property on the attached list:
 - (1) has a current resale value of less than \$5,000.00 each; and
 - (2) that all such items should be deleted from the City's public inventory and traded-in, pursuant to the provisions of the Procurement Code towards the purchase of four (4) Iteris Next System through Gades Sales.
- B. A copy of this official finding and proposed disposition of the property sought to be disposed of shall be made a permanent part of the official minutes of the governing body.

PASSED, ADOPTED, AND APPROVED this 7th day of September, 2021.

SAM D. COBB, MAYOR

ATTEST:

JAN FLETCHER, City Clerk

STATE OF NEW MEXICO)
) ss.
COUNTY OF LEA)

The undersigned City Commissioners and Mayor, being first duly sworn upon oath, hereby state that the information set forth in the above official findings is true and correct to the best of that person's knowledge, information, and belief.

Sam D. Cobb, Mayor

Larron B. Fields, City Commissioner

R. Finn Smith, City Commissioner

Joseph D. Calderón, City Commissioner

Christopher Mills, City Commissioner

Dwayne Penick, City Commissioner

Don R. Gerth, City Commissioner

SUBSCRIBED AND SWORN to before me this 7th day of September, 2021.

Notary Public

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 00-80500-20-16819

Awarded Vendors:

(AA) 0000045699
AM Signal Inc.
8100 Southpark Way, Unit A-10
Littleton, CO 80120
(720) 348-6925
bids@amsignalinc.com

Delivery: 8-10 weeks dependent
on product

(AB) 0000044213
Consolidated Traffic Control Inc.
1016 Enterprise PL
Arlington, TX 76001
(817) 265-3421
frontdesk@ctc-traffic.com

Delivery: 30-45 Days

(AC) 0000056102
Econolite Control Products Inc.
1221 Flagman Way Unit B-7
Santa Fe, NM 87505
(714) 630-3700
dtenkely@econolite.com

Delivery: 4-9 Weeks

(AD) 0000105445
Gades Sales Company Inc.
PO Box 9003
Wichita, KS 67277
(303) 862-1170
jbeale@gadestraffic.com

Delivery: F.O.B. Destination

(AE) 0000126019
Rhythm Engineering LLC
11228 Thompson Ave
Lenexa, KS 66219
(913) 227-0603
sawyer.breslow@rhythmtraffic.com

Delivery: Hold for Release

(AF) 0000113184
Smartek ITS, Inc.
dba Smartek
334 East Lake Rd #125
Palm Harbor, FL 34685
(727) 251-2697
james@smartek-its.com

Delivery: 30-90 days ARO

(AG) 0000080679
Summit Traffic Solutions, LLC
11757 West Ken Caryl Ave.
Suite F-411
Littleton, CO 80127
(303) 933-2843
Summit@Summit-Traffic.com

Delivery: 30-45 Days



State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor:
9 Vendors

Number: 00-80500-20-16819

Amendment No.: Two

Term: August 21, 2020 – August 20, 2022

Ship To:
New Mexico Department of Transportation
Various Locations

Procurement Specialist: Raelynn Lujan

Telephone No.: 505-670-1561

Email: Raelynn.Lujan@state.nm.us

Invoice:
As Requested

For questions regarding this contract please contact:
India Garcia (505) 690-7383

Title: **Traffic Signal Equipment and Supplies**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 21, 2021 to August 20, 2022 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 6/21/2021

mark hayden, New Mexico State Purchasing Agent

x This Agreement was signed on behalf of the State Purchasing Agent



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 7, 2021

SUBJECT: RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HOBBS AND HOBBS MUNICIPAL SCHOOLS CONCERNING INSTALLATION OF PUBLIC INFRASTRUCTURE SERVING CORONADO ELEMENTARY SCHOOL AND HIGHLAND MIDDLE SCHOOL.

DEPT. OF ORIGIN: City Manager
DATE SUBMITTED: August 26, 2020
SUBMITTED BY: Manny Gomez, City Manager

Summary: The City of Hobbs and the Hobbs Municipal School staff have been in discussions concerning the installation of Roadways serving Coronado Elementary School and Highland Middle School, and specifically the projections of Gold, Thompson and Brazos. The Memorandum attached hereto would formalize staffs discussion. Execution by both governing authorities would allow each the authority to effectuate the installation of the public infrastructures.

Fiscal Impact:

Reviewed By: Finance Department

Digitally signed by Manny Gomez, DN: cn=, o=City of Hobbs, ou=City of Hobbs, email=manny.gomez@cityofhobbs.com, c=US

The execution of the attached Memorandum would allow the Municipality to receipt the participation amount of \$250,000.00 to be used solely for the installation of the public infrastructures.

Attachments: Memorandum of Understanding and Resolution.

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Staff recommends consideration to approve the Resolution authorizing execution of the Memorandum.

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. 7096.

A RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HOBBS AND HOBBS MUNICIPAL SCHOOLS CONCERNING INSTALLATION OF PUBLIC INFRASTRUCTURE SERVING CORONADO ELEMENTARY SCHOOL AND HIGHLAND MIDDLE SCHOOL.

WHEREAS, certain public infrastructures serving Coronado Elementary School and Highland Middle School are hereby proposed to be installed; and

WHEREAS, the City of Hobbs and the Hobbs Municipal Schools have discussed and herein memorialized responsibilities and participation regarding the installation of the public infrastructures within the Memorandum of Understanding.

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

1. The Mayor be and hereby is authorized to execute on behalf of the City of Hobbs a Memorandum of Understanding with Hobbs Municipal Schools. A copy of the Memorandum is attached hereto and made a part hereof.
2. That City staff and officials are authorized to do any and all deeds necessary to carry out the intention of this Resolution.

PASSED, ADOPTED AND APPROVED this 7th day of September, 2021.

Sam D. Cobb, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN
HOBBS MUNICIPAL SCHOOLS AND THE
CITY OF HOBBS**

This Memorandum of Understanding ("Agreement") is made this _____ day of, _____ 2021, by and between the City of Hobbs ("CITY") and Hobbs Municipal Schools ("HMS").

WHEREAS, the CITY and HMS agree that public infrastructure located adjacent to and utilized by 2600 N. Brazos (Coronado Elementary School) and 2500 N. Jefferson (Highland Middle School) would benefit both private and public entities' access to the facilities in question as well as the neighborhood as a whole; and

WHEREAS, transportation infrastructure serves the health, safety, and wellbeing of Municipal residents by providing safe vehicular access to properties and facilities adjacent thereto; and

WHEREAS, the Agreement requires payment from the HMS to CITY to assist in the construction of the east\west projection of Gold and the north\south projections of Thompson & Brazos; and

NOW THEREFORE, the CITY and HMS agree to be bound by the rights and obligations outlined in this Agreement as fully set forth below:

PURPOSE

The purpose of this Memorandum of Understanding is to memorialize the terms and agreement between the CITY and HMS regarding HMS' funding toward the construction of public infrastructures being the projection of certain Minor Residential Streets within and adjacent to property located at 2600 N. Brazos (Coronado Elementary School) and 2500 N. Jefferson (Highland Middle School), and more specifically the east\west projection of Gold and the north\south projections of Thompson & Brazos. CITY and HMS agree to cooperate as outlined in this Agreement.

DUTIES ASSOCIATED WITH FUNDING

I. CITY'S DUTIES

CITY will ensure the following obligations are met:

- A. CITY will design or cause to be designed Minor Residential Streets within and adjacent to property located at 2600 N. Brazos and 2500 N. Jefferson, and more specifically the east\west projection of Gold and the north\south

projections of Thompson & Brazos using a 3rd party Civil Engineer. City will submit said design to HMS for approval upon completion.

- B. CITY shall construct or cause to be constructed the Minor Residential Streets as per the plan set so approved by Hobbs Municipal Schools.
- C. CITY shall provide sufficient supporting documentation for actual expenses incurred related to the construction of the Minor Residential Streets as per the plan set so approved by Hobbs Municipal Schools.
- D. CITY shall ensure all funds contributed by HMS are used exclusively toward the construction of the Minor Residential Streets as per the plan set and for no other purpose. Should any portion of the funds contributed by HMS to the Minor Residential Streets be unused by CITY, those unused portions of the funds outlined herein shall be returned to HMS.
- E. CITY shall not utilize the public funds contributed by HMS in any manner that violates and federal, state, or local laws.
- F. CITY shall own, operate, and maintain the public infrastructures and shall not subject HMS to further costs associated with the project above the amount contemplated herein.
- G. CITY shall have the above completed by June 1st, 2022.

II. HMS' DUTIES

HMS will ensure the following obligations are met:

- A. HMS shall encumber and appropriate financial contributions in the amount of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00) in full within FY 2021-2022.
- B. HMS shall pay to CITY TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00) to be directly applied toward the Minor Residential Streets.
- C. HMS shall deliver funds to CITY prior to June 30, 2022.
- D. HMS may request an accounting of funds used toward the Minor Residential Streets at any time prior to June 30, 2022.

MERGER OF AGREEMENT

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

SOVEREIGN IMMUNITY

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

LIABILITY

Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act. It is expressly understood by this Agreement that the project contemplated herein will at all times be owned and operated by CITY.

THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Agreement to maintain, pursuant to the provisions of the Agreement, a suit of any nature, including but not limited to suits alleging wrongful death, bodily and/or personal injury to person(s), damages to property(ies), and/or any cause of action. No other parties in relation to CITY, whether as contractor, subcontractor, or joint venture, shall have any entitlement to seek funds from HMS related in any way to their dealings with CITY.

INSURANCE

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

TERM

This Agreement shall continue in full force and effect for one year from execution of the Agreement, or until construction of the Minor Residential Streets within and adjacent to property located at 2600 N. Brazos and 2500 N. Jefferson,

and more specifically the east\west projection of Gold and the north\south projections of Thompson & Brazos is complete, whichever occurs first. Nothing in this Agreement guarantees future funding by HMS beyond what this Agreement contemplates.

SEVERABILITY

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

NO ORAL MODIFICATION

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

GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of New Mexico. Any legal disputes related to this Agreement shall be subject to the jurisdiction and venue of the Fifth Judicial District Court, Lea County, New Mexico.

EFFECTIVE DATE

This Agreement shall be in full force and effect upon execution and approval of all parties hereto.

[Required Signatures on Next Page]

ATTEST:

HOBBS MUNICIPAL SCHOOLS

BY: 
0938D28E7A5D432...
Gary Eidson,
HMS Board of Education, President

Date: 8/3/2021

ATTEST:

CITY OF HOBBS

BY: _____
Sam Cobb,
Mayor

Date: _____

Approved as to Form:

By: _____
Efren A. Cortez
City Attorney

Date: _____

Certificate Of Completion

Envelope Id: AF0083CA646F43108D6BAB2C6F56DB91

Status: Completed

Subject: Please DocuSign: MOU w HMS Re Residential Street Projections 7-15-2021.pdf

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Gene Strickland

AutoNav: Enabled

StricklandG@hobbsschools.net

Enveloped Stamping: Enabled

IP Address: 68.233.159.8

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Record Tracking

Status: Original

Holder: Gene Strickland

Location: DocuSign

8/3/2021 7:02:56 AM

StricklandG@hobbsschools.net

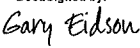
Signer Events

Gary Eidson

Gary@jwsc.biz

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 6936D28E7A5D432...

Timestamp

Sent: 8/3/2021 7:04:44 AM

Viewed: 8/3/2021 7:28:46 AM

Signed: 8/3/2021 7:29:48 AM

Signature Adoption: Pre-selected Style

Using IP Address: 24.54.185.0

Electronic Record and Signature Disclosure:

Accepted: 5/12/2021 10:59:01 AM

ID: c51fb8d4-5d7a-4eba-9f5b-852451ebc6ce

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

8/3/2021 7:04:44 AM

Certified Delivered

Security Checked

8/3/2021 7:28:46 AM

Signing Complete

Security Checked

8/3/2021 7:29:48 AM

Completed

Security Checked

8/3/2021 7:29:48 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Hobbs Municipal Schools (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Hobbs Municipal Schools:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: hawkinsw@hobbsschools.net

To advise Hobbs Municipal Schools of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at hawkinsw@hobbsschools.net and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Hobbs Municipal Schools

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to hawkinsw@hobbsschools.net and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Hobbs Municipal Schools

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to hawkinsw@hobbsschools.net and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Hobbs Municipal Schools as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Hobbs Municipal Schools during the course of your relationship with Hobbs Municipal Schools.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 7, 2021

SUBJECT: CONSIDERATION TO APPROVE AN INFRASTRUCTURE EXTENSION DEVELOPMENT AGREEMENT WITH ALJO, LLC CONCERNING THE DEVELOPMENT OF PUBLIC INFRASTRUCTURES.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: August 24, 2021
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: ALJO, LLC has requested a Public Participation Infrastructure Development Agreement concerning the projection of Jefferson Street (+/- 954 Lin. Ft.), Glorietta Drive (+/- 4,000 Lin. Ft.), both Minor Collectors, and adjacent off-site Minor Residential Streets being the projections of Gold Street, Brazos Street and Thompson Street (+/- 2,120 Lin. Ft. combined). The attached Development Agreement would allow for the partial reimbursement of costs to the Developer, upon certification by the Engineer of Record, in an amount not to exceed \$1,222,399.00, providing said infrastructures are installed and certified within 550 days of ratification of the Agreement. Additionally, the Development Agreement will place an assessment on that portion of Glorietta Drive herein emplaced of \$132.25 per lineal foot (\$529,000.00 total assessments) and require the Developer to pay the assessment at time of development, subdivision or conveyance.

Fiscal Impact: Reviewed By: Finance Department

Budget Line: 44-4044-44901-00073 (JT UIL Extension)
Total Budget Available: \$1,790,113.92
Total Reimbursement not to exceed: \$1,222,399.00

Note: A receivable will be booked at \$529,000. Finance will recognize any future revenues as development/subdivision occurs along the North side of Glorietta.

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. 7097

A RESOLUTION TO APPROVE AN INFRASTRUCTURE EXTENSION DEVELOPMENT AGREEMENT WITH ALJO, LLC CONCERNING THE DEVELOPMENT OF PUBLIC INFRASTRUCTURES.

WHEREAS, the City of Hobbs is proposing to enter into an Infrastructure Extension Development Agreement with ALJO, LLC, concerning the projection Jefferson Street (+/- 954 Lin. Ft.), Glorietta Drive (+/- 4,000 Lin. Ft.), both Minor Collectors, and adjacent off-site Minor Residential Streets being the projections of Gold Street, Brazos Street and Thompson Street (+/- 2,120 Lin. Ft. combined); and

WHEREAS, the aforementioned Development Agreement requires the Developer to construct all of the public infrastructures as stated above; and

WHEREAS, after receipt of the Engineer of Records Certification of Compliance and recordation of any public infrastructure easements as required, the City shall reimburse the Developer for a portion of the costs of the Public Infrastructure so installed, not to exceed \$1,222,399.00, providing the same occurs within 550 days of ratification of the Development Agreement; and

WHEREAS, Developer shall pay to the City, at time of development, subdivision or conveyance, the linear foot pro rata amount of \$132.25 per linear foot of Glorietta Drive frontage. Any assessment remaining unpaid ten (10) years after ratification of this agreement shall become due and payable by the Developer.

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

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

PASSED, ADOPTED AND APPROVED this 7th day of September, 2021.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

**PROJECTION OF JEFFERSON STREET NORTH OF ALBERTSON DRIVE & GLORIETTA DRIVE
BETWEEN JEFFERSON AND RANCLAND**

THIS AGREEMENT, made and entered into this 7th day of September 2021, between the **City of Hobbs**, New Mexico, a New Mexico Municipal Corporation, (hereafter called the "**City**"); and **ALJO, LLC**, a New Mexico limited liability company, 3311 N. Grimes Street, Hobbs, NM 88240 (hereafter called "**Developer**").

RECITALS:

WHEREAS, Developer desires to develop a portion of a parent parcel located Southeast of the terminus of Glorietta Drive and the projection of Jefferson Street , within the City limits of the City of Hobbs; and

WHEREAS, the subdivision of property, per MC Title 16, requires that all public infrastructure either be in place or surety given to the City that the cost for the same will be borne by the Developer prior to acceptance of the subdivision; and

WHEREAS, the projection of Jefferson Street and the projection of Glorietta Drive are identified within the City of Hobbs Major Thoroughfare Plan as a Minor Collectors to be located within an 80' dedicated right of way and upon projection through the developers property certain portions of Jefferson Street will be adjacent to other properties not controlled by the developer there by denying the developer the benefit for adjacent development on both side of the new roadway; and

WHEREAS, Developer has proposed to construct the projection of Jefferson Street from the existing terminus to the intersection of Glorietta Drive within a 60' dedicated right of way, project Glorietta Drive from the terminus to Ranchland, as well as those off-site undeveloped public streets located south of the proposed development area and being the east\west projection of Gold St and the south\north projections of Brazos St and Thompson St; and

WHEREAS, the projection of Jefferson Street and Glorietta Drive, both designated Minor Collectors, would serve the current and future transportation and public safety response needs of the public and those off-site projections would serve the neighborhood transportation and adjacent school needs; and

WHEREAS, Developer has proposed to construct a linear walking trail / park to be located adjacent to and north of the projection of Glorietta from the proposed intersection with the projection of Jefferson Street to the intersection of Ranchland within an existing SPS Easement; and

WHEREAS, Developer has made landscaping improvements along Ranchland and desires the City to take over maintenance of landscaped medians and Ranchland right of way along from Bender and Ranchland to the future Glorietta and Ranchland intersection.

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

1. Jefferson St.:

A. The Developer shall design and develop the projection of Jefferson within a 60' dedicated right of way from the existing terminus north to the intersection of Glorietta, as a Minor Collector Section per the COH Major Thoroughfare Plan, utilizing the existing western curb line as the straight line projection.

B. The City shall, after receipt of the Engineer of Records Certification Letter and a fully compliant Subdivision Plat, reimburse the fair share costs of the projection of **Jefferson Street** adjacent to the Developers property; based on the approved Engineer of Records certified invoices or **\$127,359.00 whichever is less**, providing such reimbursement occurs within 550 days of ratification of this agreement.

2. **Glorietta Dr.:**

A. The Developer shall design and develop the projection of **Glorietta Drive** within an 80' dedicated right of way from the existing terminus east to the intersection of Ranchland, as a Minor Collector Section per the COH Major Thoroughfare Plan.

B. The City shall, after receipt of the Engineer of Records Certification Letter and a fully compliant Subdivision Plat, reimburse the fair share costs of the projection of **Glorietta Drive** within the Developers property; based on the approved Engineer of Records certified invoices or **\$529,000.00 whichever is less**, providing such reimbursement occurs within 550 days of ratification of this agreement.

C. **Glorietta Dr Roadway Assessments:** Developers property located north of and adjacent to the projected **Glorietta Drive** is hereby assessed for that portion of public funds as may be expended upon development and **not to exceed \$529,000** for 4,000 linear feet of Glorietta Drive frontage. Developer shall pay to the City, at time of development, subdivision or conveyance, the linear foot pro rata amount of \$132.25 per linear foot of Glorietta Drive frontage. Any assessment remaining unpaid ten (10) years after ratification of this agreement shall become due and payable by the Developer.

3. **Offsite Roadway Improvements:**

A. The Developer shall develop those **off-site undeveloped public streets** located south of the proposed development area and being the east\west projection of **Gold St** and the south\north projections of **Brazos St** and **Thompson St**, as Minor Residential Urban Sections per the COH Major Thoroughfare Plan.

B. The City shall, after receipt of the Engineer of Records Certification Letter, reimburse the costs of east\west projection of **Gold St** and the south\north projections of **Brazos St and Thompson St**, as Minor Residential Urban Sections per the COH Major Thoroughfare Plan, not to exceed **100%** of the approved Engineer of Records certified invoices or **\$566,040 whichever is less**, providing such reimbursement occurs within 550 days of ratification of this agreement.

4. **Linear Walking Trail / Park:** The Developer shall design to standards approved by the City's Public Open Space Department and develop a **xeriscape linear walking trail / park** adjacent to and north of the projection of Glorietta Drive (including an irrigation system) from the existing terminus east to the intersection of Ranchland, as a Minor Collector Section per the COH Major Thoroughfare Plan. Developer shall be allowed to construct overtime and dedicate to the City in phases acceptable by the Parks and Open Space Director. Developer shall maintain the project area and portions under construction until acceptance by the City. Any portion of the linear walking park not dedicated or accepted by the City ten (10) years after ratification of this

agreement shall be dedicated pending Parks and Open Space Directors development certification. Upon acceptance of any phase, the City reserves the right to maintain, improve and remove any elements to a level of standard determined by the Parks and Open Space Director.

5. **Ranchland Landscaping:** Developer has constructed and improved the right of way and landscaped medians along Ranchland. The City shall accept and maintain the landscaped medians and Ranchland right of way from the intersection of Ranchland and Bender to the projected intersection of Ranchland and Glorietta, after the construction of Glorietta from the projected Jefferson St. intersection to the projected Ranchland intersections. The City reserves the right to maintain, improve and remove any elements to a level of standards determined by the Parks and Open Space Director.

6. Responsibilities of the parties hereto are as follows:

A. The Developer shall:

- i. Pay for all costs for development of private property pursuant to Municipal Code Title 16, and off-site public streets as herein proposed.
- ii. Submit an Engineer of Record Certification prior to municipal acceptance for all public infrastructure proposed.

B. The City shall:

- i. The City shall, after receipt of the Engineer of Records Certification Letter and a fully compliant Subdivision Plat, reimburse the fair share costs of the projection of **Jefferson Street** adjacent to the Developers property; based on the approved Engineer of Records certified invoices or **\$127,359** whichever is less, providing such reimbursement occurs within 550 days of ratification of this agreement.
- ii. The City shall, after receipt of the Engineer of Records Certification Letter and a fully compliant Subdivision Plat, reimburse the fair share costs of the projection of **Glorietta Drive** within the Developers property; based on the approved Engineer of Records certified invoices or **\$529,000** whichever is less, providing such reimbursement occurs within 550 days of ratification of this agreement.
- iii. The City shall, after receipt of the Engineer of Records Certification Letter and a fully compliant Subdivision Plat, reimburse the costs of off-site public street construction located south of the proposed development area and being the east\west projection of Gold and the south\north projections of Brazos and Thompson, as Minor Residential Urban Sections per the COH Major Thoroughfare Plan. After receipt of the Engineer of Records Certification Letter the City shall, reimburse the costs of the off-site streets at 100% of the approved Engineer of Records certified invoices or **\$566,040** whichever is less, providing such reimbursement occurs within 550 days of ratification of this agreement.
- iv. The City's total construction shall not exceed **\$1,222,399** (One Million, Two Hundred and Twenty-Two Thousand and Three Hundred and Ninety-Nine Dollars)

7. **NOTICES:** 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 following or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

CITY: ATTN: Planning Dept. 200 E. Broadway Hobbs, NM	DEVELOPER: ALJO Development, LLC 3311 Grimes St. Hobbs, NM 88240
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8. This Agreement may be executed in one or more identical counterparts, and all counterparts so executed shall constitute one agreement which shall be binding on all of the parties.

9. **REPRESENTATIONS OF CITY:**

A. City is a duly organized and validly existing municipal corporation under the laws of the State of New Mexico with full municipal power to enter into this Agreement and to carry out the terms, conditions and provisions hereof.

B. City will continue review and processing of the development plans, and forthcoming building permit application in a forthright manner and with due diligence.

10. **REPRESENTATIONS OF DEVELOPER:**

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

11. **BREACH:**

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

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

B. The following events constitute a breach of this Agreement by City:

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

12. **REMEDIES UPON BREACH:**

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

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

- 13. **GOVERNING LAWS:** This Agreement shall be governed by the laws of the State of New Mexico. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. If any part of this contract shall be deemed in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable.
- 14. **TERMINATION:** This Agreement shall be terminated upon the completion of all installation and construction defined herein or 550 days from ratification.
- 15. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement among and between City and Developer and there are no other agreements or understandings, oral or otherwise, between the parties on the issues defined herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF HOBBS

DEVELOPER – ALJO, LLC

Sam D. Cobb - Mayor

BY:

Title:

ATTEST:

Jan Fletcher, City Clerk

APPROVED AS TO FORM:

Efren Cortez, City Attorney

DA Projection of Jefferson, Glorietta, and other Minor Streets, Page 6.

Attachments:

- Attachment 1: Cost Breakdown
- Attachment 2: Location Maps - Roadway Layout

Attachment No. 1 - Cost Breakdown

Description	City's Participation (\$ / lin. ft)	Estimated Length	City's Participation Estimated Total Cost (Not to Exceed)
Jefferson - Collector Section in 60' ROW - 50% participation Roadway - 100% participation in West Sidewalk	\$ 133.50	954	\$ 127,359.00
Glorietta - Full Collector Section - 50% participation in Roadway - 50% participation in 10" Water	\$ 132.25	4,000	\$ 529,000.00
Off-site roadways - Full Collector Section - Gold St. Projection - 100% participation in Roadway & Sidewalk Both Sides	\$ 267.00	2,120	\$ 566,040.00
TOTAL CITY PARTICIPATION (Not to Exceed)			\$1,222,399.00

Description (Unit Prices based on Housing Incentive Policy)	Unit Prices per LF	15% oversize	Collector Unit Prices per LT	Note
Water (100% costs)	\$ 50.00	\$ 7.50	\$ 57.50	15% to go from 8" to 10" Water
Sewer (100% costs)	\$ 70.00	\$ 10.50	\$ 80.50	15% to go from 8" to 10" Sewer
Street (100% costs)	\$ 180.00	\$ 27.00	\$ 207.00	15% to go from 37' to 41' and additional pavement section
Sidewalk (5' each side)	\$ 60.00	\$ -	\$ 60.00	

OFF-SITE ROADWAY (Roadway Oversize)

Street (100% costs)	\$ 207.00	Per Lin. ft
Sidewalk (5' wide min. each side)	\$ 60.00	Per Lin. ft
Total	\$ 267.00	Per Lin. ft

Gold St. is shown to be a residential collector and staff recommends oversizing the roadway from 37' to 41' due to the large traffic volumes and potential on street parking

JEFFERSON (Roadway Oversize)

Street (50% costs)	\$ 103.50	Per Lin. ft
Sidewalk (5' wide min. one side)	\$ 30.00	Per Lin. ft
Total	\$ 133.50	Per Lin. ft

The Developer does not have benefit to Jefferson on both side and will be required to dedicated the entire right of way need. Planning Board provided a variance in right of way dedication from 80' to 60'

Glorietta (Roadway / Water Oversize)

Street (50% costs)	\$ 103.50	Per Lin. ft
Water (50% costs)	\$ 28.75	Per Lin. ft
Total	\$ 132.25	Per Lin. ft

The Developer does not have benefit to Jefferson on both side and will be required to dedicated the entire right of way need. Planning Board provided a variance in right of way dedication from 80' to 60'

Attachment No. 2 - Location Maps
(sheet 1 of 2)

- Jefferson St
- Glorietta St
- Off-Site Roadway

Glorietta (4,000 Lin. Ft)

Jefferson St. (954 Lin. Ft)

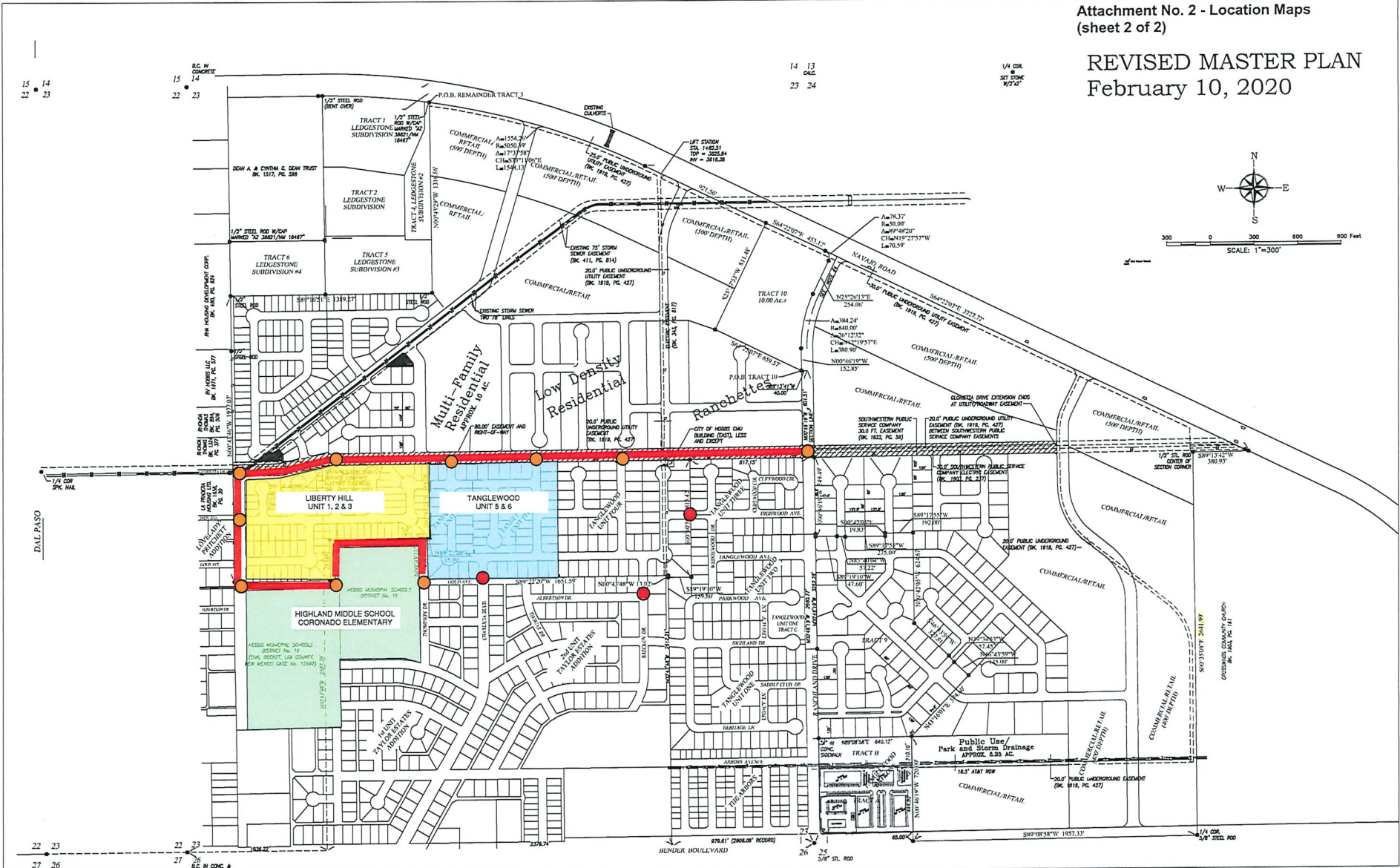
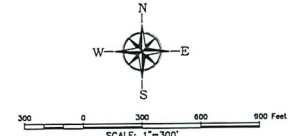
Liberty Hill
Unit 1, 2, & 3

Tanglewood
Unit 5 & 6

Off-Site Roadways (2,120 Lin. Ft)



REVISED MASTER PLAN
February 10, 2020



15 14
22 23

15 14
22 23

14 13
23 24

1/4 COR.
B
BY TRIM
9/2/12

DAL PASO

22 23
27 26

22 23
27 26

26 25
24 25

SW 31ST ST 3411.97
CORONADO COMMUNITY PARK
BY: PAUL, PG. 11



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 7, 2021

SUBJECT: RESOLUTION APPROVING THE DEDICATION OF A PORTION OF THE PROJECTION OF TEXACO NORTH OF WEST MARLAND BOULEVARD LOCATED IN SECTION 32, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: August 24, 2021
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Dedication Plat for Right of Way of a portion of the projection of Texaco north of West Marland Boulevard is submitted for your review and consideration. The dedication parcel will contain +/- .50 acres.

The Planning Board reviewed this issue on August 9, 2021 and voted 4-0 to recommend approval.

Fiscal Impact:
Department

Reviewed By: Finance

Attachments:

Resolution, Dedication plat, Planning Board Minutes.

Legal Review:

Approved As To Form: City Attorney

Recommendation:

Consider to Approve the Resolution to dedicate a portion of the projection of Texaco.

Approved For Submittal By:

Kevin Robinson
Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7098.

A RESOLUTION APPROVING THE DEDICATION OF A PORTION OF THE PROJECTION OF TEXACO NORTH OF WEST MARLAND BOULEVARD LOCATED IN SECTION 32, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO.

WHEREAS, the City of Hobbs has recently received the dedication plat from Occidental Permian Limited Partnership, property owner, dedicating a portion of the projection of Texaco N. Grimes to the City of Hobbs; and

WHEREAS, that portion of the dedication is located wholly within the municipal boundaries of the City of Hobbs.

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 dedication of a portion of the projection of Texaco north of West Marland Boulevard, as shown on the plats attached hereto as Exhibit "A" and made a part of this resolution.

2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 7th day of September, 2021

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

- 5) **Review and Consider Dedication Plat dedicating a portion of the projection of Texaco Road north of W. Marland Boulevard as submitted by Occidental Permian Limited Partnership, property owner.**

Mr. Robinson said this is a dedication of a projection of Texaco north of Marland Blvd. He said green area is Oxy's property. He said Oxy has 30 foot of the required 60 foot right of way. He said the red area is owned by the State. He said in order for the Municipality to develop and build a roadway on public property they will need both pieces of the right of way. Mr. Kesner asked if this was the old Hondo Oil? Mr. Robinson said he believed so. Mr. Hicks asked what was going to happen with the State Land Office? He asked if the city was going to pursue an easement for the road. Mr. Robinson said they would have to pursue either a fee simple. Mr. Kesner asked how the road was going to get built? Mr. Robinson said the road needs to be built by the people adjacent to the roadway. Mr. Hicks said it could be an assessment district. Mr. Robinson said yes.

Mr. Hicks asked if the people back behind this building that are land locked if they had public utilities. Mr. Robinson said he knew of at least one meter. Mr. Hicks said it looked like there were about 5 houses back there. He said he had no issues with accepting this dedication. He asked if we needed some language on the plat exempting the city from being responsible for the road and utilities? Mr. Robinson said they do not. He said it is still private property and generally the responsibility of the easement holder or a dedicated property. He said they are not dedicating a developed roadway. Mr. Hicks said in the minutes of the meeting or in the dedication of acceptance the Commission should determine if the city is or is not responsible for future maintenance or construction of utilities or streets. Mr. Kesner said he thought that made sense. Mr. Robinson said if the Board will require the same language the county used on theirs be inserted on the plat then it will be done before it goes to Commission. He said then the Commission can remove it if they want.

Mr. Kesner made a motion to approve the dedication plat, seconded by Mr. Donahue with the stipulation that the plat have the wording that the City of Hobbs is not responsible for installation, repairs or maintenance. The vote on the motion was 4-0 and the motion carried.

- 6) **Review and Consider Front Yard Setback Variance as submitted by developer for property located at 1120 E. Broadway.**



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 7, 2021

SUBJECT: FY2022 NM State Fire Marshal Fire Protection Grant

DEPT. OF ORIGIN: Fire
DATE SUBMITTED: August 25, 2021
SUBMITTED BY: Barry Young, Fire Chief

Summary: The City of Hobbs Fire Department is eligible to participate in the FY22 NM State Fire Marshal Fire Protection Grant. The grant will award a single applicant a maximum of \$150,000 for critical needs identified by the department.

The Hobbs Fire Department wishes to utilize this grant for the purchase of one (1) Raven CFS Eagle Air Breathing Air Compressor Systems and eleven (11) SCOTT SCBA airpaks. Additionally, the department is eligible to request up to \$25,000 for the purpose of providing stipends, supplementing recruitment and retention programs, or educational programs. The department would request the additional \$25,000 for recruiting, retention, and educational purposes.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The total amount being requested for the equipment through this grant is \$143,835.00, plus the additional \$25,000 request. There is no match required for this grant. The grant rules state the grant amount requested must be equal to or less than the maximum amount allowed for the category of the project and equal to or less than the total equipment cost.

Attachments:

- 1. Resolution

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Approval to submit the FY2022 NM State Fire Marshal Fire Protection Grant for the purchase of a Raven CFS Eagle Air Breathing Air Compressor System and SOTT SCBA airpaks, plus the request for funds for recruitment, retention, and educational purposes.

Approved For Submittal By:

[Signature]
Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7099

A RESOLUTION APPROVING
THE SUBMISSION OF FY22
NEW MEXICO STATE FIRE MARSHAL FIRE PROTECTION GRANT

WHEREAS, the City of Hobbs Fire Department is eligible to participate in the FY22 State Fire Marshal Fire Protection Grant; and

WHEREAS, the grant will provide financial assistance with the purchase of one (1) Raven CFS Eagle Air Breathing Air Compressor System and eleven (11) SCOTT SCBA airpacks; and

WHEREAS, the total amount of the grant is \$143,835.00, plus an additional \$25,000 for recruiting, retention, and educational purposes; and

WHEREAS, there is no match required for this grant;

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 this Resolution approving the submission of a Grant Application with the New Mexico State Fire Marshal Fire Protection Grant for the purchase of a breathing air compressor system, airpacks, and the additional request for funds to be utilized for recruiting, retention, and educational purposes.

PASSED, APPROVED AND ADOPTED this 7th day of September, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 7, 2021

SUBJECT: PUBLICATION OF AN ORDINANCE ADOPTING CHAPTER 5.06 OF THE HOBBS MUNICIPAL CODE FOR THE POSSESSION, CULTIVATION, MANUFACTURE AND SALE OF CANNABIS

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: August 27, 2021
SUBMITTED BY: Valerie S. Chacon, Deputy City Attorney

Summary: The proposed ordinance complies with House Bill (H.B.) 2 which was passed during the 2021 First Special Session of the 55th Legislature and is now codified in NMSA 1978, Section 26-2C-1, et seq. The legislation authorized the possession, cultivation, manufacture, and sale of cannabis and cannabis-derived products in New Mexico. NMSA 1978, Section 26-2C-12 authorizes a municipality to adopt time, place and manner rules regarding cannabis establishments. This ordinance establishes the time, place and manner rules in Hobbs, New Mexico.

Pursuant to NMSA 1978, § 3-17-3, publication of this proposed ordinance is required at least two weeks prior to consideration for final adoption by the City Commission.

Fiscal Impact: Reviewed By: Finance Department
There is no direct fiscal impact for this ordinance. Any gross receipts taxes (GRT) derived from the production, manufacture and sale of cannabis shall be distributed to the City of Hobbs pursuant to NMSA 1978, Section 7-1-6.4.

Attachments: Ordinance

Legal Review: Approved As To Form: City Attorney

Recommendation: The Commission should consider publication of this Ordinance.

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

ORDINANCE NO. _____

AN ORDINANCE ADOPTING CHAPTER 5.06 OF THE HOBBS MUNICIPAL CODE FOR THE POSSESSION, CULTIVATION, MANUFACTURE AND SALE OF CANNABIS

WHEREAS, during the 2021 First Special Session of the 55th Legislature, the New Mexico Legislature adopted House Bill (H.B.) 2, now codified as the Cannabis Regulation Act (NMSA 1978, §§ 26-2C-1 through 26-2C-42), which established a comprehensive regulatory framework for possession, cultivation, manufacture, and sale of cannabis and cannabis-derived products; and

WHEREAS, on August 24, 2021, the New Mexico Regulation & Licensing Department, Cannabis Control Division published rules “to ensure the safe production, testing, sale, and consumption of commercial and medical cannabis”; and

WHEREAS, the Cannabis Regulation Act provides that local government may adopt time, place, and manner rules that comply with the Cannabis Regulation Act, the Dee Johnson Clean Indoor Air Act and reasonably limit density of licenses, permissible consumption areas, and operating hours; and

WHEREAS, the City of Hobbs chooses to exercise the authority granted to it by the Cannabis Regulation Act to control and restrict the cultivation, manufacture and sale of cannabis and cannabis-derived products which shall be consistent with the provisions of the Cannabis Regulation Act and the Dee Johnson Clean Indoor Air Act.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Chapter 5.06, is hereby adopted as more specifically described as follows:

Chapter 5.06 POSSESSION, CULTIVATION, MANUFACTURE AND SALE OF CANNABIS

5.06.010 Title and purpose.

This chapter may be cited as the “Cannabis Regulation Ordinance.” This Cannabis Regulation Ordinance is set forth to help ensure the safe production, testing, sale, and consumption of commercial and medical cannabis following appropriate time, place, and manner rules for the cultivation, manufacture, and sale of cannabis and cannabis-derived products.

5.06.020 Definitions.

Unless otherwise defined below, terms used in the Cannabis Regulation Ordinance shall have the same meanings as set forth in the Cannabis Regulation Act (NMSA 1978, Section 26-2C-1, et seq.) and the Lynn and Erin Compassionate Use Act. The following terms shall have the meanings respectively ascribed to them by this subsection:

“Applicant” means any person who is seeking to become licensed pursuant to the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, or rules adopted by the New Mexico Regulation and Licensing Department and who is seeking to establish a cannabis establishment within the municipal boundaries of Hobbs, New Mexico.

"Cannabis" means all parts of the plant genus Cannabis containing delta-9-tetrahydrocannabinol concentration of more than three-tenths percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin; and does not include:

1. the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake; or the sterilized seed of the plant that is incapable of germination; or
2. the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink or another product.

“Cannabis consumption area” means an area where cannabis products may be served and consumed.

"Cannabis establishment" means:

1. a cannabis testing laboratory;
2. a cannabis manufacturer;
3. a cannabis producer;
4. a cannabis retailer;
5. a cannabis research laboratory;

6. a vertically integrated cannabis establishment;
7. a cannabis producer microbusiness; or
8. an integrated cannabis microbusiness.

"Cannabis extract" means a product obtained by separating resins, tetrahydrocannabinols or other substances from cannabis by extraction methods approved by the division and does not include the weight of any other ingredient combined with cannabis extract to prepare topical or oral administrations, food, drink or another product.

"Cannabis manufacturer" means a person that:

1. manufactures cannabis products;
2. packages cannabis products; and
3. has cannabis products tested by a cannabis testing laboratory; or
4. purchases, acquires, sells or transports wholesale cannabis products to other cannabis establishments.

"Cannabis producer" means a person that:

1. cultivates cannabis plants;
2. has unprocessed cannabis products tested by a cannabis testing laboratory;
3. transports unprocessed cannabis products only to other cannabis establishments; or
4. sells cannabis products wholesale.

"Cannabis producer microbusiness" means a cannabis producer at a single licensed premises that possesses no more than two hundred total mature cannabis plants at any one time.

"Cannabis product" means a product that contains cannabis or cannabis extract, including edible or topical products that may also contain other ingredients.

"Cannabis research laboratory" means a facility that produces or possesses cannabis products and all parts of the plant genus Cannabis for the purpose of studying cannabis cultivation, characteristics or uses.

"Cannabis retailer" means a person that sells cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers.

"Cannabis testing laboratory" means a person that samples, collects and tests cannabis products and transports cannabis products for the purpose of testing.

"Cannabis waste" means all parts of the genus Cannabis which may or may not contain delta-9-tetrahydrocannabinol concentration of more than three-tenths percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant;

and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin; and the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt derivative, mixture or preparation of the mature stalks, fiber, oil or cake; or the sterilized seed of the plant that is incapable of germination which has been designated as no longer usable cannabis.

"Commercial cannabis activity" means the cultivation, production, possession, manufacture, storage, testing, researching, labeling, transportation, couriering, purchase for resale, and sale or consignment of cannabis products and does not include activities related only to the medical cannabis program.

"Consumer" means a person twenty-one years of age or older who purchases, acquires, owns, possesses or uses a cannabis product for a purpose other than resale.

"Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading or trimming of cannabis.

"Department" means the regulation and licensing department of the State of New Mexico.

"Director" means the executive director of the cannabis control division.

"Division" means the cannabis control division of the department.

"Facility" means a building, space or grounds licensed for the production, possession, testing, manufacturing or distribution of cannabis, cannabis extracts or cannabis products.

"Integrated cannabis microbusiness" means a person that is authorized to conduct one or more of the following:

1. production of cannabis at a single licensed premises; provided that the person shall not possess more than two hundred total mature cannabis plants at any one time;
2. manufacture of cannabis products at a single licensed premises;
3. sales and transportation of only cannabis products produced or manufactured by that person;
4. operation of only one retail establishment; and
5. couriering of cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to customers.

"Law enforcement" means the Hobbs Police Department, the divisions of the Hobbs Police Department, and the individual officers and enforcement personnel of the Hobbs Police Department.

"Licensed premises" means a location that is licensed pursuant to the Cannabis Regulation Act and includes:

1. all enclosed public and private areas at the location that are used in the business and includes offices, kitchens, restrooms and storerooms;
2. all areas outside of a building specifically included in the license for the production, manufacturing, wholesale or retail sale of cannabis products; and
3. with respect to a location specifically licensed for the production of cannabis outside of a building, the entire unit of land that is created by subsection or partition of land that the licensee owns, leases or has a right to occupy.

"Licensee" means any person who holds a license issued by the division pursuant to the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, or division rules.

"Limited-access area" means an indoor or outdoor area on the premises of a licensed cannabis establishment where cannabis products are cultivated, stored or held, weighed, packaged, manufactured, disposed or wasted, all point-of-sale (POS) areas, and any room or area storing a digital video surveillance system storage device.

"Manufacture" means to compound, blend, extract, infuse, package or otherwise prepare a cannabis product.

"Person" means an individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, or any other legal or commercial entity.

"Produce" means to engage in any activity related to the planting or cultivation of cannabis.

"Public place" means a place to which the general public has access and includes hallways, lobbies and other parts of apartment houses and hotels that do not constitute rooms or apartments designed for actual residence; highways; streets; schools; places of amusement; parks; playgrounds; and places used in connection with public passenger transportation.

"Retail establishment" means a location at which cannabis products are sold to qualified patients, primary caregivers and reciprocal participants and directly to consumers.

"Security alarm system" means any device or series of devices capable of alerting law enforcement, including, but not limited to, a signal system interconnected with a radio frequency method such as cellular, private radio signals, or other mechanical or electronic device used to detect or report an emergency or unauthorized intrusion.

"Vertically integrated cannabis establishment" means a person that is authorized to act as any of the following:

1. A cannabis courier;

2. A cannabis manufacturer;
3. A cannabis producer; and
4. A cannabis retailer.

“Waste” or “wastage” means the process of rendering cannabis or cannabis products unusable and unrecognizable, including the destruction of cannabis or cannabis products.

5.06.030 Enforcement of federal law.

The activities described in the Cannabis Regulation Act, the Lynn and Erin Compassionate Use Act, the rules and regulations authorized by the division, and this Cannabis Regulation Ordinance may be considered a violation of federal law. Persons cultivating, manufacturing, collecting samples of, testing, selling, purchasing or otherwise receiving cannabis or cannabis products may be subject to federal prosecution and penalties for what may otherwise be considered authorized conduct in the State of New Mexico, and compliance with the rule does not exempt licensees, their employees or customers from possible federal prosecution. The City of Hobbs is not responsible or liable for the actions of licensed cannabis establishments under the Cannabis Regulation Act, the Lynn and Erin Compassionate use Act, or the rules and regulations authorized by the division. It should be expressly understood that 21 U.S.C. § 841(a) likely prohibits law enforcement, including any jail staff, from returning any controlled substance back to an alleged offender once the same is placed in the possession of law enforcement, including any jail staff, for any reason.

5.06.040 Use or possession – restrictions.

- A. It shall be a violation of the Cannabis Regulation Ordinance to possess or intentionally distribute any amount of a cannabis product on the premises of a school or daycare center unless the person is a qualified patient, a primary caregiver or a reciprocal participant; provided that this section shall not apply to a person who possesses a cannabis product for authorized purposes on the premises of a licensed cannabis training and education program. A person who violates this section is guilty of a misdemeanor and shall be sentenced pursuant to the provisions of NMSA 1978, Section 31-19-1.
- B. It shall be a violation of the Cannabis Regulation Ordinance to consume a cannabis product in any public place, except in a licensed cannabis consumption area. A person who violates this subsection shall be subject to a penalty assessment of fifty dollars (\$50.00) pursuant to NMSA 1978, Section 31-19A-1.

5.06.50 Cannabis establishments and licensees – restrictions.

- A. To protect the health, safety and welfare of the community, cannabis establishments shall not be permitted within 300 feet of all school property, all church property, and all military installations.

- B. To protect the health, safety and welfare of the community, cannabis consumption areas shall not be permitted within 300 feet of all school property and all daycare center property.
- C. Cannabis establishments shall be allowed to operate daily only between the hours of 7:00 a.m. and 12:00 a.m. MDT.
- D. Cannabis establishments shall prohibit the consumption of cannabis or cannabis products on or within the licensed premises unless a cannabis consumption area has been approved by the division.
- E. Cannabis establishments shall not engage in the sale of alcoholic beverages.
- F. Cannabis establishments shall not begin licensed cannabis activity in Hobbs, New Mexico, under a provisional license.
- G. Cannabis establishments shall not conduct cannabis establishment operations outside of the licensed premises boundaries as approved by the division.
- H. Cannabis establishments shall display a current valid division-issued license in a conspicuous place on the licensed premises and said license must be made available upon request by relevant City of Hobbs personnel. If the licensed premises is open to the public, the cannabis establishment shall display the current valid division-issued license in an area within plain sight of the public.
- I. Cannabis establishments and licensees shall comply with all adopted City of Hobbs ordinances including, but not limited to, ordinances governing food and product safety, environmental impacts, natural resource protection, construction and building codes, operation of cannabis establishments, building and fire codes, water use and water quality, water supply and restrictions, hazardous materials, waste including solid waste, and business and professional licensing.
- J. Licensed premises may contain multiple licensees in a single licensed premises, provided that each licensee is individually licensed by the division.
- K. Licensees shall notify law enforcement of any attempted theft, theft, assault of employees or patrons, robbery or attempted robbery, break-in, or security breach that occurs on the licensed premises, no later than 24 hours after the licensee first became aware of the event. Licensee shall submit a request to the City under the Inspection of Public Records Act (NMSA 1978, 14-2-1, et seq.), in order to access any law enforcement records.
- L. Licensees must notify the City Clerk's Office when any one of the following occurs:

1. ownership of the licensed premises changes;
 2. location of the licensed premises change;
 3. the discontinuance of operation at a licensed premises; or
 4. suspension or revocation of the license by the division.
- M. Licensees must provide a physical mailing address and an email address upon application for a business registration with the City Clerk's Office. General correspondence from the City of Hobbs will be sent to the licensee's email address of record. Licensees must inform the City of Hobbs in writing of any change to their physical mailing address and/or email address within 10 days of the change. A Licensee's failure to notify the City of Hobbs of a change in physical or email address does not relieve the licensee from the obligation of responding to a City of Hobbs communication.
- N. Licensees that anticipate permanently ceasing their business operations shall notify the City Clerk's Office no later than 30 days prior to closure. The Cannabis establishment shall post public notice of the anticipated closure at all licensed premises that are accessible to the public at least 14 days prior to the closure. Licensees shall also abide by all rules related to closure of a licensed cannabis establishment as set forth by the division.
- O. Licensees shall abide by all applicable state laws and regulations promulgated thereunder, and any specific additional operating procedures or requirements which may be imposed as a condition of approval of the cannabis business permit.

5.06.060 Cannabis establishments – security and limited-access area.

- A. All phases where cannabis or cannabis products are cultivated, stored or held, weighed, packaged, manufactured, disposed or wasted, all point-of-sale (POS) areas, and any room or area storing a digital video surveillance system storage device shall take place in a designated limited-access area where cannabis and cannabis products are not visible from a public place without the use of binoculars, aircraft, or other optical aids.
- B. All limited-access areas must be securely locked using commercial- grade, nonresidential door locks that meet applicable building and fire codes. All points of entry and exit to the licensed premises and access points to areas where cannabis and cannabis products are stored must also be securely locked using commercial- grade, nonresidential door locks that meet applicable building and fire codes.
- C. A limited-access area shall only be accessible to a cannabis establishment and its authorized employees, authorized vendors, contractors or other individuals conducting business that requires access to a limited- access area, division staff or authorized

designees, state and local law enforcement authorities acting within their lawful jurisdictions, fire departments and emergency medical services acting in the course of their official capacity.

- D. Any gate or perimeter entry point of a cannabis establishment must have lighting sufficient for observers to see, and cameras to record, any activity within 20 feet of the gate or entry; and a motion detection lighting system may be employed to light required areas in low-light conditions.
- E. All external entrances to indoor facilities at the cannabis establishment must be able to be locked and all perimeter doors and windows or indoor facilities must be in good condition and lockable.
- F. Any cannabis establishment that is an outdoor area or greenhouse shall have adequate security measures to ensure that the outdoor area or greenhouse is not accessible to unauthorized individuals and is secure to prevent and detect diversion, theft, or loss of cannabis, which shall at a minimum include:
 - 1. a perimeter security fence designed to prevent unauthorized entry to any cannabis cultivation areas and signs that shall be a minimum of 12"x 12" and which state: "Do Not Enter- Limited Access Area- Access Limited to Authorized Personnel Only" in lettering no smaller than once inch in height; and
 - 2. a cover that obscures cannabis cultivation areas from being readily viewed from outside of the fenced area.

5.06.070 Cannabis establishments – construction or alteration of buildings.

- A. Licensees shall ensure that all licensed premises are in compliance with the Construction Industries Licensing Act (NMSA 1978, Section 60-13-1, et seq.) and the LPG and CNG Act (NMSA 1978, Section 70-5-1, et seq.) including associated rules, as well as applicable codes, standards, zoning laws, licensing laws, and fire codes. Licensees shall also ensure that each structure obtains a Certificate of Occupancy from the City of Hobbs prior to occupancy and use of the structure.
- B. Licensees shall ensure that all licensed premises are in compliance with Title 15 of the Hobbs Municipal Code titled, "Buildings and Construction." Additionally, Licensees shall ensure compliance with the Commercial Building Code which encompasses the International Building Code, adopted by the City of Hobbs by reference and amended from time to time, and as set forth in Section 15.04.010 of the Hobbs Municipal Code.
- C. Licensee shall comply with all ordinances and regulations adopted by the City of Hobbs related in any way to construction, alterations, demolition, and maintenance of all buildings owned or operated by the licensee in Hobbs, New Mexico, including, but not limited to, Title 16 and Title 18 where applicable.

5.06.080 Application of fire safety laws.

- A. Licensees shall ensure all licensed premises are compliant with Article 52 of the New Mexico Statutes Annotated and any associated rules, including rules governing: posting of address, exit signs, emergency lighting, egress paths, evaluation plan, electrical wiring and lighting, exits and exit access, doors, egress hardware, aisle width, chemical storage, fire extinguishers, fire alarm, sprinkler system and fire suppression system, firewalls, combustible waste and housekeeping, storage, access from the exterior, and weeds, grass, vines or other growth capable of igniting.
- B. Licensees shall ensure compliance with the Chapter 8.32 of the Hobbs Municipal Code titled "Fire Code." Additionally, Licensees shall ensure compliance with the International Fire Code, adopted by the City of Hobbs by reference and amended from time to time, published by the International Fire Code Institute, and as set forth in Section 8.32.010 of the Hobbs Municipal Code.

5.06.090 Transportation of Cannabis

The following apply when disposing of wasted cannabis or cannabis plants or transporting cannabis or cannabis products between licensees or licensed premises.

- A. Transportation of cannabis or cannabis products shall only be conducted by persons holding a cannabis establishment license under the Cannabis Regulation Act or designated employees, or contractors, of a licensee.
- B. Prior to transporting any cannabis or cannabis products to another licensee, the licensee shall have a completed transfer or sales invoice or receipt and a chain of custody form, the licensee shall only transport cannabis or cannabis products listed on the invoice or receipt and chain of custody form, and the invoice or receipt and chain of custody form may not be altered or changed once transport begins.
- C. The driver of the vehicle used to transport cannabis or cannabis products must be prepared to show proper identification, including a licensee employee badge, driver's license, vehicle registration and proof of insurance, and the appropriate shipping manifest and chain of custody form to law enforcement when requested.
- D. A shipping manifest and chain of custody form, on forms approved by the division, shall accompany every transport of cannabis products.

5.06.100 Wastage of Cannabis or Cannabis Products.

- A. Licensees that waste cannabis or cannabis products shall do so by rendering the cannabis or cannabis products unusable and unrecognizable prior to removal from

licensed premises. The wastage of cannabis or cannabis products shall be documented, tracked by batch, and recorded in an electronic track and trace system specified by the division. Wastage of cannabis products shall occur only within the licensee's ordinary business hours. Licensees shall dispose of wasted cannabis or cannabis products and shall not attempt to incorporate wasted cannabis or cannabis plants into any product intended for human consumption.

- B. Wastage of cannabis or cannabis plants shall be accomplished by grinding and incorporating the cannabis into other ground material, such as soil, compost material, or leaf and yard waste, so that the resulting mixture is at least fifty percent non-cannabis material by volume.
- C. Wastage of cannabis or cannabis plants shall constitute "solid waste" as that term is defined in the Hobbs Municipal Code Section 8.16.010. Any disposal of wasted cannabis or cannabis plants shall be conducted in accordance with Chapter 8.16 of the Hobbs Municipal Code unless the division promulgates rules that provide for greater requirements for wasted cannabis or cannabis plants disposal. Licensees shall not discharge any wasted cannabis or cannabis plants into the City of Hobbs' publicly owned treatment works (POTW) at any time.

5.06.110 Cannabis Producers – restrictions.

Pursuant to Chapter 13.04 of the Hobbs Municipal Code, the City of Hobbs operates and maintains the public water distribution system in Hobbs, New Mexico. It has been a matter of public policy that water conservation is of high importance to the City of Hobbs as the geographical location of Hobbs, New Mexico, is situated in an area with no natural surface water. Pursuant to NMSA 1978, Section 26-2C-7(B)(3), the City of Hobbs municipal water supply is not designed to sustain agricultural activity and depletion of the municipal water supply presents a substantial risk to the health, safety and welfare of the residents of Hobbs, New Mexico.

- A. Cannabis producers engaged in cultivation of cannabis plants shall not connect to the City of Hobbs water service at the cannabis establishment wherein the cultivation activity shall occur. Exceptions to this subsection shall include personal use producers (as set forth in NMSA 1978, Section 26-2C-27), cannabis producer microbusinesses (1-200 mature cannabis plants), integrated cannabis microbusinesses (1-200 mature cannabis plants), and vertically integrated cannabis establishments (1-200 mature cannabis plants) engaged in the cultivation of two hundred (200) or fewer cannabis plants. Cannabis producer microbusinesses, integrated cannabis microbusinesses, and vertically integrated cannabis establishments shall be required to connect to a 10 inch water line at minimum, to ensure adequate water services to neighboring properties, and submit a satisfactory cultivation plan to the City of Hobbs Utilities Director that

exhibits the producer's steps to limit impact on neighboring properties through use of water reduction and water conservation opportunities, including:

1. drip irrigation or subsurface drip irrigation;
 2. water reclamation and reuse systems;
 3. measures to limit or prohibit evaporation;
 4. renewable energy generation and energy efficiency measures; and
 5. measures to limit or prohibit noxious odors.
- B. Upon review of the required cultivation plan, the City of Hobbs Utilities Director may approve or deny a request to connect to the City of Hobbs water service from a Cannabis producer microbusinesses, integrated cannabis microbusinesses, and vertically integrated cannabis establishments. Within ten (10) business days after the request, the City of Hobbs Utilities Director shall state in writing the basis of their decision to approve or deny the request. The City of Hobbs Utilities Director's decision may be appealed to the City of Hobbs Utilities Board. A written appeal must be filed with the City of Hobbs Utilities Director within fifteen (15) days of the City of Hobbs Utility Director's written decision. Failure to timely file a written appeal shall preclude the applicant from further appeal of the Utility Director's decision.
- C. The appeal will be heard by the Utilities Board within thirty (30) days of the written notice of appeal. Notice of the date and time of the appeal hearing shall be mailed to the applicant, via US Postal mail, to the applicant's address of record. The appeal hearing shall be recorded and witnesses in support of and opposed to the approval may testify before the Utilities Board. A decision will be rendered by the Utilities Board via majority vote in an open meeting. Within ten (10) days of the Board's decision, the Utilities Board chair shall render a written decision either upholding or overturning the decision of the Utilities Director. The written decision of the Utilities Board may be appealed to the City Commission. A written appeal must be filed with the City of Hobbs Utilities Board within fifteen (15) days of the Utilities Board's written decision. Failure to timely file a written appeal shall preclude the applicant from further appeal of the Utilities Board's decision.
- D. The appeal of the Utilities Board's decision will be heard by the City Commission within thirty (30) days of the written notice of appeal. Notice of the date and time of the appeal hearing shall be published once in the Hobbs News-Sun and also mailed to the applicant, via US Postal mail, to the applicant's address of record. The appeal hearing shall be recorded and witnesses in support of and opposed to the approval may testify before the City Commission. A decision will be rendered by the City Commission via majority vote in an open meeting. Within ten (10) days of the Commission's decision, the Mayor shall render a written decision either upholding or overturning the decision of the Utilities Board. The written decision of the City Commission shall be final.

- E. Cannabis producer microbusinesses, integrated cannabis microbusinesses, and vertically integrated cannabis establishments that connect to the City of Hobbs water service, as set forth herein, shall abide by all requirements as outlined in Chapter 13.04 of the Hobbs Municipal Code. Cannabis producers engaged in the cultivation of cannabis plants shall constitute “commercial consumers” and pay the applicable water and sewer service rates.
- F. Cannabis producer microbusinesses, integrated cannabis microbusinesses, and vertically integrated cannabis establishments that connect to the City of Hobbs water service, as set forth herein, shall abide by the City of Hobbs water conservation and water restriction ordinance as outlined in Chapter 13.20 of the Hobbs Municipal Code titled, “Regulations For Water Conservation, Water Restrictions and Water Waste.”
- G. Cannabis producer microbusinesses, integrated cannabis microbusinesses, and vertically integrated cannabis establishments that connect to the City of Hobbs water service, as set forth herein, shall submit, and have approved by the Utilities Director, a cultivation plan as contemplated by 16.8.2.27(B) NMAC.
- H. Cannabis producer microbusinesses, integrated cannabis microbusinesses, and vertically integrated cannabis establishments that connect to the City of Hobbs water service, as set forth herein, shall submit, and have approved by the Utilities Director, cannabis waste procedures as contemplated by 16.8.2.27(E) NMAC.
- I. It shall be unlawful for any person who is less than twenty-one years of age to intentionally produce cannabis. A person that violates this subsection shall be subject to penalties as outlined in the Cannabis Regulation Act.
- J. It shall be unlawful for any person 21 years of age or older, unless licensed under the Act and permitted as required by this Chapter, to intentionally produce cannabis or any cannabis product in excess of those amounts permitted by the Cannabis Regulation Act. A person that violates this subsection shall be subject to penalties as outlined in the Cannabis Regulation Act.

5.06.120 Packaging and labeling.

- A. Pursuant to NMSA 1978, Section 26-2C-16, before the sale or transport via cannabis courier of a cannabis product, cannabis establishments shall label and package the cannabis product as provided in Section 17 of the Cannabis Regulation Act.
- B. City of Hobbs logos and symbols are registered marks and are thus protected by state and federal law. Cannabis establishments shall not utilize the City of Hobbs logos or symbols in packaging, labeling, or promoting their cannabis products, goods, or businesses.

5.06.130 State law applicable.

Nothing contained in the City of Hobbs Cannabis Regulation Ordinance is intended in any way to nullify or otherwise render unenforceable any of the provisions outlined in the Cannabis Regulation Act (NMSA 1978, §§ 26-2C-1 through 26-2C-42). Any violation of the Cannabis Regulation Act shall be enforceable through the department and division as well as state and local law enforcement, where applicable. Furthermore, a violation of the Cannabis Regulation Act shall subject the violator to any penalties outlined therein.

5.06.140 Violations of the Cannabis Regulation Ordinance.

- A. Pursuant to the Hobbs Municipal Code Section 1.16.010, the maximum penalty for violation of any municipal ordinance is a fine of not more than five hundred dollars (\$500.00) or imprisonment for not more than ninety (90) days or both, unless a lesser maximum penalty or a specific penalty is established for a particular offense.
- B. Pursuant to the Hobbs Municipal Code Section 15.04.010, the City of Hobbs Building Official, or their authorized agent shall have enforcement authority to ensure compliance with Title 15 of the Hobbs Municipal Code. The authority contemplated herein includes, but is not limited to, the authority to refuse to issue a Certificate of Occupancy.
- C. Pursuant to Chapter 13.04 of the Hobbs Municipal Code, the City Manager or their designee shall have the authority to assess charges, discontinue services, and place and enforce liens on the property and the tract or parcel of land being serviced.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 7, 2021

SUBJECT: PUBLICATION OF AN ORDINANCE AMENDING THE UNIFORM TRAFFIC ORDINANCE AS SET FORTH IN CHAPTER 10.04 OF THE HOBBS MUNICIPAL CODE

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: August 26, 2021
SUBMITTED BY: Rocío A. Ocano, Assistant City Attorney

Summary: The Uniform Traffic Ordinance ("UTO") was adopted by the City of Hobbs on September 5, 2016, via Ordinance No. 1095. In 2017, 2019, and 2020, the New Mexico Municipal League ("NMML") proposed amendments to the UTO. The proposed ordinance amendments are authorized by Section 10.04.030 of the Hobbs Municipal Code wherein any amendments to the UTO are adopted via ordinance. The proposed amendments pertain to Articles VI, VII, IX, and X of the UTO. These proposed amendments may be summarized as follows:

- Article VI: 12-6-12.2A—Driving while Intoxicated with a Minor in the Vehicle (new section); 12-6-12.6—Unlawful Use of License; Driving when Privilege to do so has been Suspended or Revoked (amended); 12-6-12.8—Driving while License Administratively Suspended (new section);
Article VII: Section 12-7-9.2—Operation of Off-Highway Motor Vehicles on Streets or Highways – Prohibited Areas (amended);
Article IX: Section 12-9-9(A) (amended);
Article X: Section 12-10-6 (amended).

All amendments are set forth in the attachment and comply with various changes to the Motor Vehicle Code enacted by the New Mexico Legislature. Pursuant to NMSA 1978, § 3-17-3, publication of this proposed ordinance is required at least two weeks prior to consideration for final adoption by the City Commission.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

There is no direct fiscal impact for this ordinance.

Attachments:

Ordinance; 2017, 2019, and 2020 UTO Amendments by Section

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

The Commission should consider publication of this Ordinance.

Approved For Submittal By:

[Signature] 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 THE UNIFORM TRAFFIC ORDINANCE AS SET FORTH
IN CHAPTER 10.04 OF THE HOBBS MUNICIPAL CODE

WHEREAS, on September 5, 2016, the City of Hobbs adopted the Uniform Traffic Ordinance via Ordinance No. 1095; and

WHEREAS, pursuant to NMSA 1978, § 3-17-6(C) the City of Hobbs may adopt any amendments to the Uniform Traffic Ordinance in the same manner as other ordinances are adopted; and

WHEREAS, in 2017 the New Mexico Municipal League authored and disseminated amendments to Title VII of the Uniform Traffic Ordinance; and

WHEREAS, in 2019 and 2020 the New Mexico Municipal League authored and disseminated amendments to Titles VI, IX, and X of the Uniform Traffic Ordinance; and

WHEREAS, the proposed amendments seek to bring the Uniform Traffic Ordinance in compliance with the New Mexico Motor Vehicle Code following changes to the Motor Vehicle Code enacted by the New Mexico Legislature; and

WHEREAS, pursuant to Section 10.04.030 of the Hobbs Municipal Code, proposed amendments to the Uniform Traffic Ordinance shall only be adopted by ordinance through an affirmative vote of the City Commission; and

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the proposed amendments to Article VI be adopted hereby: adopting the addition of Sections 12-6-12.2A—Driving while Intoxicated with a Minor in the Vehicle; adopting the proposed changes to Section 12-6-

12.6—Unlawful use of License; Driving when Privilege to do so has been Suspended or Revoked; and adopting 12-6-12.6A—Driving while License Administratively Suspended;

BE IT FURTHER ORDAINED that the proposed amendments to Article VII be adopted, hereby adopting the proposed changes to Section 12-7-9.2—Operation of Off-Highway Motor Vehicles on Streets or Highways – Prohibited Areas;

BE IT FURTHER ORDAINED that the proposed amendments to Article IX be adopted, hereby adopting the proposed changes to Section 12-9-9—Parking in Designated Disabled Parking Spaces;

BE IT FURTHER ORDAINED that the proposed amendments to Article X be adopted, hereby adopting the proposed changes to Section 12-10-6.1—Mandatory Financial Responsibility;

BE IT FURTHER ORDAINED that the current UTO Sections, UTO front cover, 2015 Intro, Article VI, Article VII, Article IX, Article X, and 2015 Index be removed and replaced with the updated UTO Sections front cover, 2018 Intro, Article VI, Article VII, Article IX, Article X, and 2019 Index and that a complete and accurate copy of the Uniform Traffic Ordinance, including the amendments adopted herein, shall be available for inspection during normal business hours in the City Clerk’s Office.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

2017, 2019, and 2020 Uniform Traffic Ordinance (2010 Compilation)
Amendments by Section

(The following sections of the UTO show the 2017, 2019, and 2020, changes for the individual sections.)

[—] = deleted

_____ = additions

12-6-12.2A DRIVING WHILE INTOXICATED WITH A MINOR IN THE VEHICLE

- A. Driving while intoxicated with a minor in the vehicle consists of a person committing a violation of 12-6-12.3 when a minor is in the vehicle and when the minor does not suffer great bodily harm or death. Whoever commits driving while intoxicated with a minor in the vehicle is guilty of a misdemeanor.
- B. A charge for a violation of Subsection A of this section shall be in addition to a charge for the violation of 12-6-12.3 and shall be punished as a separate offense.
- C. As used in this section, “minor” means an individual who is younger than thirteen years of age. (66-8-102.5 NMSA 1978)

12-6-12.6 UNLAWFUL USE OF LICENSE; DRIVING WHEN PRIVILEGE TO DO SO HAS BEEN SUSPENDED OR REVOKED.

(6) drive a motor vehicle on any public street or highway at a time when his privilege to do so is suspended and who knows or should have known that ~~[his] the~~ persons license was suspended . ~~[Upon conviction, the person shall] maybe~~ punished ~~[by imprisonment for not less than four days]~~ Pursuant to Subsection B of 12-6-12.7 or for no more than ninety days or participation for an equivalent period of time in a certified alternative sentencing program, ~~[and there may be imposed in addition a fine of not more than five hundred dollars (\$500.00).]~~ When a person pays any or all of the cost of participating in a certified alternative sentencing program, the court may apply that payment as a deduction to any fine imposed by the court. Any municipal ordinance prohibiting driving with a suspended license shall provide penalties no less stringent than provided in this section. (66-5-39 NMSA 1978)

- B. In addition to any other penalties imposed pursuant to the provisions of this section, when a person is convicted pursuant to the provisions of this section, or a municipal ordinance that prohibits driving on a suspended license, the motor vehicle the person was driving shall be immobilized by an immobilization device for thirty days, unless immobilization of the motor vehicle poses an imminent danger to the health, safety or employment of the convicted person's immediate family or the family of the owner of the motor vehicle. The convicted person shall bear the cost of immobilizing the motor vehicle. (66-5-39.1 NMSA 1978)

12-6-12.6A DRIVING WHILE LICENSE ADMINISTRATIVELY SUSPENDED

- A. The division may issue an administrative suspension of the instruction permit, driver’s license or provisional license of a driver without preliminary hearing upon a showing by its records or other sufficient evidence, including information provided to the state

pursuant to an intergovernmental agreement authorized by Section 66-5-27.1 NMSA 1978, that the license has failed to:

- (1) Fulfill a signed promise to appear or notice to appear in court as evidenced by notice from a state court or tribal court, whenever appearance is required by law or by the court as a consequence of a charge or conviction under the Motor Vehicle Code of pursuant to the laws of the tribe;
 - (2) Pay a penalty assessment within thirty days of the date of issuance by the state or a tribe; or
 - (3) Comply with the terms of a citation issued in a foreign jurisdiction that is a party to the Nonresident Violator Compact and that has notified the department of the failure in accordance with the Nonresident Violator Compact.
- B. If a person whose license was issued by a jurisdiction outside New Mexico that is a party to the Nonresident Violator Compact fails to comply with the terms of a citation issued in New Mexico, the department shall notify that other jurisdiction of the failure and that jurisdiction shall initiate a license suspension action in accordance with the provisions of Article IV of the Nonresident Violator Compact. (66-5-39.2 NMSA 1978)

**12-7-9.2 OPERATION OF OFF-HIGHWAY MOTOR VEHICLES ON
STREETS OR HIGHWAYS -- PROHIBITED AREAS.**

A. No person shall operate an off-highway motor vehicle on any limited access street at any time or any paved street or highway except as provided in Subsection B, C, D or E of this section.

B. Off-highway motor vehicles may cross streets or highways, except limited access highways or freeways, if the crossings are made after coming to a complete stop prior to entering the street. Off-highway motor vehicles shall yield the right of way to oncoming traffic and shall begin a crossing only when it can be executed safely and then crossing in the most direct manner, as close to a perpendicular angle as possible.

C. If authorized by ordinance or resolution of a local authority or the State Transportation Commission, a recreational off-highway vehicle or an all-terrain vehicle may be operated on a paved street or highway owned and controlled by the authorizing authority if:

(1) the vehicle has one or more headlights and one or more taillights that comply with the Off-Highway Motor Vehicle Act;

(2) the vehicle has brakes, mirrors and mufflers;

(3) the operator has valid driver's licenses or permits as required under the Motor Vehicle Code and off-highway motor vehicle safety permits as required under the Off-Highway Motor Vehicle Act;

(4) the operator is insured in compliance with the provisions of the Mandatory Financial Responsibility Act; and

(5) the operator of the vehicle is using eye protection that comply with the Off-Highway Motor Vehicle Act; and

(6) if the operator is under eighteen years of age, the operator is wearing a safety helmet that complies with the Off-Highway Motor Vehicle Act.

D. Except for sections of the Motor Vehicle Code that are in conflict with the licensing and equipment requirements of the Off-Highway Motor Vehicle Act, any operator using an off-highway motor vehicle on a paved street or highway shall be subject to the requirements and penalties for operators of moving or parked vehicles under the Motor Vehicle Code.

E. By ordinance or resolution, a local authority or the State Transportation Commission may establish separate speed limits and operating restrictions for off-highway vehicles where they are authorized to operate on paved streets or highways pursuant to Subsection C of this section.

F. A person shall not operate an off-highway motor vehicle on state game commission-owned, -controlled or -administered land except as specifically allowed pursuant to Chapter 17, Article 6 NMSA 1978.

G. A person shall not operate an off-highway motor vehicle on land owned, controlled or administered by the state parks division of the Energy, Minerals and Natural Resources Department, pursuant to Chapter 16, Article 2 NMSA 1978, except in areas designated by and permitted by rules adopted by the secretary of Energy, Minerals and Natural Resources.

H. Unless authorized, a person shall not:

- (1) remove, deface or destroy any official sign installed by a state, federal, local or private land management agency; or
- (2) install any off-highway motor vehicle-related sign. (66-3-1011 NMSA)

12-9-9 **PARKING IN DESIGNATED DISABLED PARKING SPACES.**
Amended July, 2010

A. It is unlawful for any person to park a motor vehicle not carrying registration plates or a placard indicating disability in accordance with Section 66-3-16 NMSA 1978 in a designated accessible parking space for persons with significant mobility limitation or in such a manner as to block access to any part of a curb cut a designated accessible parking space for persons with significant mobility limitations. Any person who violates this section shall be subject to a fine of not less than two hundred fifty dollars (\$250) or more than five hundred dollars (\$500). Failure to properly display a parking placard or special registration plate issued pursuant to Section 66-3-16

NMSA 1978 is not a defense against a charge of violation of Subsection A of this section.
(66-7-352.5 NMSA 1978)

12-10-6 **MANDATORY FINANCIAL RESPONSIBILITY**

D. When financial responsibility is satisfied through coverage under a motor vehicle insurance policy, the owner's or operator's carrying of evidence in print or accessible through a portable electronic device is acceptable. An owner or operator of a vehicle who provides evidence of financial responsibility through a portable electronic device.

1. assumes all liability for any resulting damage to the portable electronic evidence: and
2. is presumed not to consent to provide access to a law enforcement officer to any other information stored in the portable electronic device. (66-5-229 NMSA 1978)



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 7, 2021

SUBJECT: PUBLICATION OF AN ORDINANCE AMENDING CHAPTER 9.28 OF THE HOBBS MUNICIPAL CODE RELATED TO DRUGS AND DRUG PARAPHERNALIA

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: August 26, 2021
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary: The proposed Ordinance amends the Chapter 9.28 of the Hobbs Municipal Code which is titled "Drugs and Drug Paraphernalia." Specifically, the amendments bring Chapter 9.28 into compliance with the statutory changes enacted by the New Mexico Legislature related to "paraphernalia" (S.B. 323)(2019)(also H.B. 2)(2021) and the decriminalization of marijuana (H.B. 2)(2021). Specifically, the proposed Ordinance:

- Changes Section 9.28.010 to a "definition" section only;
• Strikes references to "marijuana" in the definition section (9.28.010);
• Amends the factors to determine "paraphernalia" to comply with state statute;
• Adds a Section 9.28.015 which addresses possession of paraphernalia to comply with state statute;
• Repeals Section 9.28.020 which in its current state criminalizes possession of one (1) ounce or less of marijuana; and
• Leaves unchanged all other sections of Chapter 9.28 outside of the three (3) sections referenced.

Pursuant to NMSA 1978, § 3-17-3, publication of this proposed ordinance is required at least two weeks prior to consideration for final adoption by the City Commission.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

There is no direct fiscal impact for this proposed Ordinance.

Attachments:

Proposed Ordinance

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

The Commission should consider publication of this proposed Ordinance.

Approved For Submittal By:

[Signature]
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 CHAPTER 9.28 OF THE HOBBS MUNICIPAL CODE
RELATED TO DRUGS AND DRUG PARAPHERNALIA

WHEREAS, during the First Regular Session of the 54th Legislature (2019), the New Mexico Legislature adopted Senate Bill (S.B.) 323, which amended NMSA 1978, § 30-31-25.1, to remove and/or change the criminalization of “paraphernalia” under New Mexico’s Controlled Substances Act (NMSA 1978, § 30-31-1 through 30-31-41); and

WHEREAS, during the First Special Session of the 55th Legislature (2021), the New Mexico Legislature adopted House Bill (H.B.) 2, which amended NMSA 1978, § 30-31-23, to remove the criminalization of “marijuana” under New Mexico’s Controlled Substances Act (NMSA 1978, § 30-31-1 through 30-31-41) and also amended the definition of “paraphernalia” under NMSA 1978, § 30-31-2; and

WHEREAS, the City of Hobbs seeks to amend Sections 9.28.010, 9.28.020, and add a Section 9.28.015 to Chapter 9.28 of the Hobbs Municipal Code which in its current state addresses both “paraphernalia” and “marijuana” in a manner that is contrary to S.B. 323 (2019) and H.B. 2 (2021); and

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Chapter 9.28, is hereby amended as more specifically described as follows:

Chapter 9.28 DRUGS AND DRUG PARAPHERNALIA

9.28.010 Paraphernalia—~~Use, possession, delivery and advertisement~~ Definitions.

A. As used in this section, the following terms shall have the meanings respectively ascribed to them by this subsection:

"Controlled substance" means a drug, substance or immediate precursor listed in Schedules I through V of the State Controlled Substances Act or regulations adopted thereto (Sections 30-31-6 to 30-31-10 NMSA 1978). A copy of the Controlled Substances Act will be kept on file in the office of the City Clerk for public inspection or copying upon payment of a reasonable fee.

"Deliver" means the actual, constructive or attempted transfer from one (1) person to another of paraphernalia as defined herein.

~~"Marijuana" means all parts of the plant *Cannabis sativa* L., whether growing or not, the seeds thereof and every compound, manufacture, salt, derivative, mixture or preparation of the plant or its seeds. Such term does not include the mature stalks of the plant, hashish, tetrahydrocannabinols extracted or isolated from marijuana, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake, or the sterilized seed of the plant which is incapable of germination.~~

"Paraphernalia" means, except as to use in accordance with the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act, all equipment, products and materials of any kind which are used, intended for use or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance, *Salvia divinorum*, synthetic cannabinoids, synthetic stimulants, or synthetic hallucinogens. It includes, but is not limited to:

1. Kits used, intended for use or designed for use in planting, propagating, cultivating, growing or harvesting of any species of plant which is a controlled substance, *Salvia divinorum*, synthetic cannabinoids, synthetic stimulants, or synthetic hallucinogens or from which a controlled substance, *Salvia divinorum*, synthetic cannabinoids, synthetic stimulants, or synthetic hallucinogens can be derived;
2. Kits used, intended for use or designed for use in manufacturing, compounding, converting, producing, processing or preparing controlled substances, *Salvia divinorum*, synthetic cannabinoids, synthetic stimulants, or synthetic hallucinogens;
3. Isomerization devices used, intended for use or designed for use in increasing the potency of any species of plant which is a controlled substance, *Salvia divinorum*, synthetic cannabinoids, synthetic stimulants, or synthetic hallucinogens;
4. Testing equipment used, intended for use or designed for use in identifying or in analyzing the strength, effectiveness or purity of controlled substances, *Salvia divinorum*, synthetic cannabinoids, synthetic stimulants, or synthetic hallucinogens;
5. Scales and balances used, intended for use or designed for use in weighing or measuring controlled substances, *Salvia divinorum*, synthetic cannabinoids, synthetic stimulants, or synthetic hallucinogens;
6. Diluents and adulterants, such as quinine hydrochloride, mannitol, mannite, dextrose and lactose, used, intended for use or designed for use in cutting controlled substances, *Salvia divinorum*, synthetic cannabinoids, synthetic stimulants, or synthetic hallucinogens;

7. Separation gins and sifters used, intended for use or designed for use in removing twigs and seeds from, or in otherwise cleaning or refining, ~~marijuana~~, *Salvia divinorum*, synthetic cannabinoids, synthetic stimulants, or synthetic hallucinogens;
8. Blenders, bowls, containers, spoons and mixing devices used, intended for use or designed for use in compounding controlled substances, *Salvia divinorum*, synthetic cannabinoids, synthetic stimulants, or synthetic hallucinogens;
9. Capsules, balloons, envelopes and other containers used, intended for use or designed for use in packaging small quantities of controlled substances, *Salvia divinorum*, synthetic cannabinoids, synthetic stimulants, or synthetic hallucinogens;
10. Containers and other objects used, intended for use or designed for use in storing or concealing controlled substances, *Salvia divinorum*, synthetic cannabinoids, synthetic stimulants, or synthetic hallucinogens;
11. Hypodermic syringes, needles and other objects used, intended for use, or designed for use in parenterally injecting controlled substances, *Salvia divinorum*, synthetic cannabinoids, synthetic stimulants, or synthetic hallucinogens into the human body; and
12. Objects used, intended for use or designed for use in ingesting, inhaling or otherwise introducing ~~marijuana, cocaine, hashish or hashish oil~~, *Salvia divinorum*, synthetic cannabinoids, synthetic stimulants, or synthetic hallucinogens into the human body, such as:
 - a. Metal, wooden, acrylic, glass, stone, plastic or ceramic pipes with or without screens, permanent screens, hashish heads, or punctured metal bowls;
 - b. Water pipes;
 - c. Carburetion tubes and devices;
 - d. Smoking and carburetion masks;
 - e. ~~Roach clips, meaning objects used to hold burning material, such as a marijuana cigarette, that has become too small or too short to be held in the hand;~~
 - f. Miniature cocaine spoons and cocaine vials;
 - g. Chamber pipes;
 - h. Carburetor pipes;
 - i. Electric pipes;
 - j. Air-driven pipes;
 - k. Chilams;
 - l. Bongs; and
 - m. Ice pipes or chillers.

In determining whether an object is paraphernalia, a court or other authority should consider, in addition to all other logically relevant factors, the following:

1. Statements by an owner or by anyone in control of the object concerning its use;
2. ~~Prior convictions, if any, of an owner, or of anyone in control of the object, under any State or Federal law relating to any controlled substance;~~
3. The proximity of the object, in time and space, to a direct violation of laws relating to controlled substances, *Salvia divinorum*, synthetic cannabinoids, synthetic stimulants, or synthetic hallucinogens;

43. The proximity of the object to controlled substances, *Salvia divinorum*, synthetic cannabinoids, synthetic stimulants, or synthetic hallucinogens;
54. The existence of any residue of controlled substances, *Salvia divinorum*, synthetic cannabinoids, synthetic stimulants, or synthetic hallucinogens on the object;
- ~~6. Direct or circumstantial evidence of the intent of an owner, or of anyone in control of the object, to deliver it to persons whom he or she knows, or should reasonably know, intend to use the object to facilitate a violation of laws relating to controlled substances, *Salvia divinorum*, synthetic cannabinoids, synthetic stimulants, or synthetic hallucinogens; the innocence of an owner, or of anyone in control of the object, as to a direct violation of this section shall not prevent a finding that the object is intended for use or designed for use as paraphernalia;~~
75. Instructions, oral or written, provided with the object concerning its use;
86. Descriptive materials accompanying the object which explain or depict its use;
- ~~9. National and local advertising concerning its use;~~
107. The manner in which the object is displayed for sale; and
- ~~11. Whether the owner, or anyone in control of the object, is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products;~~
- ~~12. Direct or circumstantial evidence of the ratio of sales of the object to the total sales of the business enterprise;~~
- ~~13. The existence and scope of legitimate uses for the object in the community; and~~
148. Expert testimony concerning its use.

"Paraphernalia" shall not include hypodermic syringes or needles in the possession of a person who is required to give himself or herself injections of medicine prescribed by a physician while the person is under the care of such physician, or in the possession of a licensed physician, dentist, veterinarian, nurse, dealer in surgical and medical instruments and supplies, pharmacist or employee of a hospital, sanitarium or institution where such items are used for medical purposes by licensed medical professionals, or in the possession of an owner of livestock to be used for administering medical attention to such livestock.

"*Salvia divinorum*" means an herb belonging to the Lamiaceae family, genus *Salvia*, species *divinorum*, all parts of the plant presently classified as *Salvia divinorum* or *Salvinorum A*, whether growing or not, the seeds of the plant, an extract from a part of the plant and every compound, manufacture, salt, derivative, mixture or preparation of that plant, its seeds or extracts.

"Synthetic cannabinoids" means any substance, presented under a variety of street names, whether described as tobacco, herbs, incense, spice or any blend thereof, regardless of whether the substance is marketed for the purpose of being smoked, which contains any one (1) or more of the following chemicals:

1. 1-[2-(4-(morpholinyl) ethyl)-3-(1-naphthoyl) indole, commonly known as JWH-200.
2. 1-butyl-3-(1-naphthoyl) indole; commonly known as JWH-073.
3. 1-hexyl-3-(1-naphthoyl) indole, commonly known as JWH-019.
4. 1-pentyl-3-(1-naphthoyl) indole, commonly known as JWH-018 and AM-678.
5. 1-pentyl-3-(2-methoxyphenylacetyl) indole, commonly known as JWH-250.
6. cannabicyclohexanol (CP 47, 497 and homologues: 5-(1,1-dimethylheptyl)-2-[(1R,3S)-3-hydroxycyclohexyl]-phenol (CP-47, 497); and 5-(1,1-dimethyloctyl)-2-[(1R,3S)-3-hydroxycyclohexyl]-phenol);
7. (6aR,10aR)-9-(hydroxymethyl)-6,6-dimethyl-3-(2-methyloctan-2-yl)-6a,7,10,10a-tetrahydrobenzo[c]chromen-1-ol), commonly known as HU-210;

8. dexanabinol, (6aS, 10aS)-9-(hydroxymethyl)-6,6-dimethyl-3-(2-methyloctan-2-yl)-6a,7,10,10a-tetrahydrobenzo[c]chromen-1-ol;
9. 1-pentyl-3-(4-chloro naphthoyl)indole, commonly known as JWH-398;
10. (2-methyl-1-propyl-1H-indol-3-yl)-1-naphthalenyl-methanone, commonly known as JWH-015;
11. 5-(1,1-dimethylheptyl)-2-(3-hydroxy cyclohexyl)-phenol;
12. 1-(5-fluoropentyl)-3-(1-naphthoyl)indole, commonly known as AM-2201;
13. 1-(5-fluoropentyl)-3-(2-iodobenzoyl)indole, commonly known as AM-694;
14. 1-cyclohexylethyl-3-(2-methoxyphenylacetyl)indole, commonly known as RCS-8, SR-18, BTM-8;
15. 1-(N-methylpiperidin-2-yl)methyl-2-methyl-3-(1-naphthoyl)-6-nitroindole, commonly known as AM-1221;
16. 1-pentyl-3-[1-(4-methoxynaphthoyl)]indole, commonly known as JWH-081;
17. 1-pentyl-3-(2-chlorophenylacetyl)indole, commonly known as JWH-203;
18. 1-pentyl-3-[(4-methoxy)-benzoyl]indole, commonly known as RCS-4, SR-19, BTM-4, Eric-4, E-4, OBT-199;
19. 1-pentyl-3-(4-methyl-1-naphthoyl)indole, commonly known as JWH-122;
20. 2,3-dihydro-5-methyl-3-(4-morpholinylmethyl)pyrrolo-1,4-benzooxazin-6-yl)-1-naphthalenylmethanone, commonly known as WIN-55, 212-2;
21. 3-(1,1-Dimethylbutyl)-6a,7,10,10a-tetrahydro-6,6,9-trimethyl-6H-dibenzo[b,d]pyran, commonly known as JWH-133;
22. 4-ethylnaphthalen-1-yl-(1-pentylindol-3-yl)methanone and 1-pentyl-3-(4-ethylnaphthoyl)indole, commonly known as JWH-210;
23. 4-methoxyphenyl-[2-methyl-1-(2-morpholin-4-ylethyl)indol-3-yl]methanone, commonly known as Pravadoline, WIN-49,098;
24. 5-hydroxy-2-(3-hydroxypropyl)cyclohexyl-5-(2-methyloctan-2-yl)phenol, commonly known as CP-55,940;
25. (hydroxymethyl)-4-[2-hydroxy-4-(2-methyloctan-2-yl)phenyl]-1,2,3,4,4a,5,6,7,8,8a-decahydronaphthalen-2-ol, commonly known as CP-55,244);
26. ((1-5-fluoropentyl)-1H-indol-3-yl)(2,2,3,3-tetramethylcyclopropyl) methanone), commonly known as XLR11;
27. ((1-pentyl-1H-indol-3-yl)(2,2,3,3-tetramethylcyclopropyl)-methanone), commonly known as UR-144;
28. [3-(3-carbamoylphenyl)phenyl] N-cyclohexylcarbamate, commonly known as URB 597, KDS-4103;
29. 6-methyl-2-[(4-methylphenyl)amino]-4H-3,1-benzoxazin-4-one, commonly known as URB 754;
30. 1-[(N-methylpiperidin-2-yl)methyl]-3-(2-iodobenzoyl)indole, commonly known as AM-2233;
31. (RS)-1-(4-Fluorophenyl)propan-2-amine, commonly known as 4-fluoroamphetamine;
32. 1-pentyl-8-quinolinyl ester-1H-indole-3-carboxylic acid, commonly known as PB-22;
33. N-(1-amino-3,3-dimethyl-1-oxobutan-2-yl)-1-(5-fluoropentyl)-1H-indole-3-carboxamide, commonly known as 5F-ADBICA;
34. N-((3s,5s,7s)-adamantan-1-yl)-1-(5-fluoropentyl)-1H-indazole-3-carboxamide, commonly known as 5F-AKB48;

35. 1-(5-fluoropentyl)-8-quinolinyl ester-1H-indole-3-carboxylic acid, commonly known as 5F-PB-22;
36. N-[1-(aminocarbonyl)-2,2-dimethylpropyl]-1-[(4-fluorophenyl)methyl]-1H-indazole-3-carboxamide, commonly known as ADB-FUBINACA;
37. N-(1-amino-3,3-dimethyl-1-oxobutan-2-yl)-1-pentyl-1H-indole-3-carboxamide, commonly known as ADBICA;
38. N-(1-amino-3,3-dimethyl-1-oxobutan-2-yl)-1-pentyl-1H-indazole-3-carboxamide, commonly known as ADB-PINACA;
39. N-(1-amino-3,3-dimethyl-1-oxobutan-2-yl)-1-(5-fluoropentyl)-1H-indazole-3-carboxamide, commonly known as 5F-ADB-PINACA;
40. (1s,3s)-adamantan-1-yl(1-pentyl-1H-indol-3-yl)methanone, commonly known as JWH-018 adamantyl;
41. naphthalen-1-yl(1-pentyl-1H-benzo[d]imidazol-2-yl)methanone, commonly known as JWH-018 benzimidazole;
42. 1-naphthalenyl(1-pentyl-1H-indazol-3-yl)-methanone, commonly known as JWH-018 indazole;
43. 1-pentyl-N-tricyclo[3.3.1.1^{3,7}]dec-1-yl-1H-indole-3-carboxamide, commonly known as JWH-018 adamantyl carboxamide;
44. 1-(5-fluoropentyl)-N-tricyclo[3.3.1.1^{3,7}]dec-1-yl-1H-indole-3-carboxamide, commonly known as STS-135.

"Synthetic hallucinogens" means any substance, presented under a variety of street names, regardless of whether the substance is marketed for the purpose of human consumption, which contains any one (1) or more of the following chemicals:

1. 2-(4-iodo-2,5-dimethoxyphenyl)-N-[(2-methoxyphenyl)methyl]ethanamine, commonly known as 25I-NBOMe.

"Synthetic stimulants" means any substance, presented under a variety of street names, whether described as bath salts, plant food, room odorizer, or any blend thereof, regardless of whether the substance is marketed for the purpose of human consumption, which contains any one (1) or more of the following chemicals:

1. 3,4-methylenedioxyethcathinone, commonly known as methyldone;
2. 3,4-methylenedioxyprovalerone, commonly known as MDPV;
3. 4-methylmethcathinone, commonly known as mephedrone;
4. 4-methoxymethcathinone;
5. 3-fluoromethcathinone;
6. 4-fluoromethcathinone;
7. 2-ethylamino-1-phenyl-propan-1-one;
8. 3',4'-methylenedioxy- α -pyrrolidinobutiophenone;
9. 3',4'-methylenedioxy- α -pyrrolidinopropiophenone;
10. 3,4-methylenedioxyethcathinone;
11. 4-ethyl-methcathinone;
12. 4'-methyl- α -pyrrolidinobutiophenone;
13. 4'-methoxy- α -pyrrolidinopropiophenone;
14. 4'-methyl- α -pyrrolidinopropiophenone;

15. 4-methyl-ethylcathinone;
16. 5,6-methylenedioxy-2-aminoindane;
17. alpha-methylamino-butyrophenone;
18. alpha-pyrrolidinobutyrophenone;
19. alpha-pyrrolidinopropiophenone;
20. alpha-pyrrolidinovalerophenone;
21. beta-Keto-ethylbenzodioxolylbutanamine;
22. beta-Keto-ethylbenzodioxolylpentanamine;
23. beta-keto-N-methyl-3,4-benzodioxolybutanamine;
24. naphthylpyrovalerone; and
25. N,N-dimethylcathinone.

9.28.015 Possession, delivery or manufacture of drug paraphernalia prohibited; exceptions.

- ~~BA.~~ It is unlawful for any person to use, or to possess with intent to use, paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance. The provisions of this subsection do not apply to a person who is in possession of hypodermic syringes or needles at the time the person is directly and immediately engaged in a harm reduction program, as provided in the State of New Mexico Harm Reduction Act.
- ~~CB.~~ It is unlawful for any person to deliver, possess with intent to deliver or manufacture with intent to deliver drug paraphernalia, knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance. The provisions of this subsection do not apply to:
1. department of health employees or their designees while they are directly and immediately engaged in activities related to the harm reduction program authorized by the Harm Reduction Act; or
 2. the sale or distribution of hypodermic syringes and needles by pharmacists licensed pursuant to the State of New Mexico Pharmacy Act.
- ~~D.~~ It is unlawful for any person to place in any newspaper, magazine, handbill or other publication any advertisement knowing, or under circumstances where one reasonably should know, that the purpose of the advertisement, in whole or in part, is to promote the sale of objects designed or intended for use as paraphernalia.
- ~~EC.~~ Any person found guilty of violating this section shall be punished by a fine of up to five hundred dollars (\$500.00) or a jail sentence of not more than ninety (90) days, or both such fine and imprisonment. A person who violates the provisions of Subsection A of this section shall be issued a penalty assessment and is subject to a fine of fifty dollars (\$50.00). A person who violates the provisions of Subsection B of this section is guilty of a misdemeanor. Pursuant to Chapter 31 NMSA 1978, payment of a fine pursuant to a penalty assessment citation as contemplated in this section shall not be considered a criminal conviction.
- ~~FD.~~ Paraphernalia, as defined herein, shall be subject to summary forfeiture and shall be destroyed as provided by law in the same manner as controlled substances.

(Prior code § 19-58.1)

(Ord. No. 1042, 4-4-2011; Ord. No. 1059, 2-4-2013 ; Ord. No. 1066, 5-6-2013 ; Ord. No. 1076 , 7-7-2014)

~~9.28.020 Possessing one ounce or less of marijuana.~~

- A. ~~It is unlawful for any person intentionally to possess one (1) ounce or less of marijuana, as defined in Subsection 9.28.010(A).~~
- B. ~~Any person who violates this section shall be punished by a fine of not less than fifty dollars (50.00) or more than one hundred dollars (\$100.00) and by imprisonment for not more than fifteen (15) days, or both, for the first offense.~~
- C. ~~Any person who violates this section shall be punished by a fine of not less than one hundred dollars (\$100.00) or more than five hundred dollars (\$500.00), and by imprisonment for not more than ninety (90) days, or both, for the second or subsequent offenses.~~

~~{Ord. 869 § 3 (part), 2001; Ord. 849, 1998; prior code § 19-58.3}~~

~~{Ord. No. 1042, 4-4-2011; Ord. No. 1059, 2-4-2013 ; Ord. No. 1066, 5-6-2013 }~~

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 7, 2021

SUBJECT: ADOPTION OF AN ORDINANCE ESTABLISHING A VETERANS ADVISORY BOARD

DEPT. OF ORIGIN: City Manager's Office
DATE SUBMITTED: August 26, 2021
SUBMITTED BY: Manny Gomez, City Manager

Summary: The proposed Ordinance establishes a Veterans Advisory Board. The creation of this Veterans Advisory Board is not prohibited by any Local, State or Federal Law. Specifically, Title 38, Veteran Benefits, 38 U.S.C. § 101, et seq., does not bar the creation of such a board by a municipality, like the City of Hobbs. The Board will:

- be five (5) members appointed by the Mayor with the advice and consent of the Commission;
- advise the City Commission on veteran affairs and issues of importance to our local veterans;
- highlight contributions and needs of our local veterans;
- organize events and assist in decisions concerning the Hobbs Veterans Memorial Park HAAF;
- seek to resolve any conflicts or concerns posed by local veterans in our community;
- recommend policies and procedures related to the preparation, care, and maintenance of the Hobbs Veterans Memorial Park HAAF; and
- be the sole authority to authorize placement of any names or inscriptions at the Hobbs Veterans Memorial Park HAAF.

Pursuant to NMSA 1978, § 3-17-3, publication of this proposed ordinance in the Hobbs News-Sum was accomplished on August 22, 2021.

Fiscal Impact:

Reviewed By: 
Finance Department

There is no direct fiscal impact for this proposed Ordinance.

Attachments:

Proposed Ordinance; Affidavit of Publication

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

The Commission should consider adoption of this proposed Ordinance.

Approved For Submittal By:

Department Director

City Manager

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COMMISSION ACTION TAKEN

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

CITY OF HOBBS

ORDINANCE NO. 1132

AN ORDINANCE AMENDING CHAPTER 2 OF THE HOBBS MUNICIPAL CODE AND
ESTABLISHING A VETERANS ADVISORY BOARD

WHEREAS, the City of Hobbs desires to create a Veterans Advisory Board to render advice to the City Commission on matters pertaining to local veterans and the Hobbs Veterans Memorial; and

WHEREAS, the City of Hobbs recognizes and appreciates the service of the brave men and women in our community who have served our great Country; and

WHEREAS, the Veterans Advisory Board shall advise the City Commission regarding events held at the Hobbs Veterans Memorial Park HAAF as well as any concerns regarding the care and maintenance of the Memorial; and

WHEREAS, the City of Hobbs' creation of a Veterans Advisory Board is not prohibited by 38 U.S.C.A., § 101, 8528 (West); and

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Chapter 2, is hereby amended as more specifically described as follows:

TITLE 2

ADMINISTRATION AND PERSONNEL

Chapter 2.62 Veterans Advisory Board

2.62.010 – Purpose.

The Veterans Advisory Board shall advise the City Commission on matters affecting local veterans and propose solutions to alleviate or remedy the needs of local veterans. The Board shall also recognize the contributions local veterans have made and continue to make to the community of Hobbs, New Mexico.

2.62.020 - Board—Powers and duties.

The Veterans Advisory Board shall make recommendations to the City Commission on matters affecting veterans. This Board shall recognize and highlight contributions from local veterans in the community. The Board shall advise the City Commission regarding any events held in Hobbs, New Mexico involving veterans. The Board shall also advise the City Commission regarding events held at the Hobbs Veterans Memorial Park HAAF as well as any concerns regarding the care and maintenance of the Memorial. The Board shall recommend policies and procedures related to the preparation, care, and maintenance of Hobbs Veterans Memorial Park-HAAF for adoption by the City Commission. The Board shall be the sole authority to authorize placement of any names or inscriptions at the Hobbs Veterans Memorial Park HAAF.

2.62.030 Created—Composition—Appointment of members—Oath.

There is created a nonpolitical body known as the Veterans Advisory Board, to be constituted of five (5) members. The mayor, with the advice and consent of the City Commission, shall appoint five (5) members from names solicited from the local veterans' organizations who shall be residents of Hobbs, New Mexico, and responsible to the City Commission. All members of the Board shall qualify for office by taking an oath to faithfully and impartially discharge the duties of the office.

2.62.040 - Terms—Organization.

Members of the Veterans Advisory Board shall hold office for a term of two (2) years. The terms of the members of the Board shall commence on April 1st of the year in which the appointment is made and shall expire on March 31st; provided, that every member of the existing Board shall be a member of the Board until the expiration of the term for which such member was appointed, or until their removal or resignation, whichever occurs first. The Board, when so appointed, shall meet and organize its body by electing one (1) of the members as Chairperson, one (1) of the members as Vice Chair and one (1) of the members as Secretary. Thereafter, annually and within forty-

five (45) days after the appointment of the incoming members, the Board shall reelect its officers.

2.62.050 - Compensation—Removal of members—Vacancies.

The members of the Veterans Advisory Board shall serve without compensation during the term for which they are appointed. The Mayor may on their own accord, or upon the Board's recommendation, remove a member of the Board for cause via resolution and shall fill any vacancy on the Board that may occur.

2.62.060 - Meetings and quorum.

The Veterans Advisory Board shall meet every other month, on a regular date to be designated by the Board; provided, that a special meeting may be called at any time by the written request of the Chairperson and joined in writing by at least two (2) members. All meetings, whether regular or special, shall be open to the public as provided by the laws of the State. A majority of the whole membership shall constitute quorum, and no action can be had in the absence of quorum.

PASSED, ADOPTED AND APPROVED this 7th day of September, 2021.

SAM D. COBB, Mayor

ATTEST:

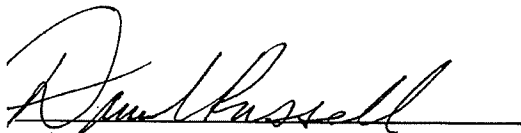
JAN FLETCHER, City Clerk

Affidavit of Publication

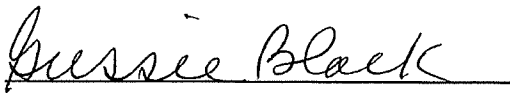
STATE OF NEW MEXICO
COUNTY OF LEA

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

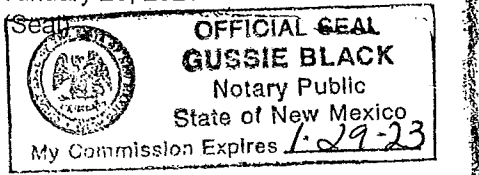
Beginning with the issue dated
August 22, 2021
and ending with the issue dated
August 22, 2021.


Publisher

Sworn and subscribed to before me this
22nd day of August 2021.


Business Manager

My commission expires
January 29, 2023



This newspaper is duly qualified to publish legal notices or advertisements within the meaning of Section 3, Chapter 167, Laws of 1937 and payment of fees for said

LEGAL NOTICE August 22, 2021

NOTICE OF ORDINANCE

NOTICE IS HEREBY GIVEN that on the 7th day of September, 2021, at its meeting at 6:00 p.m., in the City Commission Chamber at City Hall, 1st Floor Annex, 200 East Broadway, Hobbs, New Mexico, the governing body of the City of Hobbs proposes to adopt an ordinance amending Chapter 2 of the Hobbs Municipal Code related to establishing a Veterans Advisory Board. A summary of the ordinance is contained in its title as follows:

AN ORDINANCE AMENDING CHAPTER 2 OF THE HOBBS MUNICIPAL CODE AND ESTABLISHING A VETERANS ADVISORY BOARD

WHEREAS, the City of Hobbs desires to create a Veterans Advisory Board to render advice to the City Commission on matters pertaining to local veterans and the Hobbs Veterans Memorial; and

WHEREAS, the City of Hobbs recognizes and appreciates the service of the brave men and women in our community who have served our great Country; and

WHEREAS, the Veterans Advisory Board shall advise the City Commission regarding events held at the Hobbs Veterans Memorial Park HAAF as well as any concerns regarding the care and maintenance of the Memorial; and

WHEREAS, the City of Hobbs' creation of a Veterans Affairs Board is not prohibited by 38 U.S.C.A., § 101, 8528 (West); and

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Chapter 2, is hereby amended as more specifically described as follows:

TITLE 2 ADMINISTRATION AND PERSONNEL

Chapter 2.62 Veterans Advisory Board

2.62.010 - Purpose.

The Veterans Advisory Board shall advise the City Commission on matters affecting local veterans and propose solutions to alleviate or remedy the needs of local veterans. The Board shall also recognize the contributions local veterans have made and continue to make to the community of Hobbs, New Mexico.

2.62.020 - Board—Powers and duties.

The Veterans Advisory Board shall make recommendations to the City Commission on matters affecting veterans. This Board shall recognize and highlight contributions from local veterans in the community. The Board shall advise the City Commission regarding any events held in Hobbs, New Mexico involving veterans. The Board shall also advise the City Commission regarding events held at the Hobbs Veterans Memorial Park HAAF as well as any concerns regarding the care and maintenance of the Memorial. The Board shall recommend policies and procedures related to the preparation, care, and maintenance of Hobbs Veterans Memorial Park-HAAF for adoption by the City Commission. The Board shall be the sole authority to authorize placement of any names or inscriptions at the Hobbs Veterans Memorial Park HAAF.

2.62.030 Created—Composition—Appointment of members—Oath.

There is created a nonpolitical body known as the Veterans Advisory Board, to be constituted of five (5) members. The mayor, with the advice and consent of the City Commission, shall appoint five (5) members from names solicited from the local veterans' organizations who shall be residents of Hobbs, New Mexico, and responsible to the City Commission. All members of the Board shall qualify for office by taking an oath to faithfully and impartially discharge the duties of the office.

2.62.40 - Terms—Organization.

Members of the Veterans Advisory Board shall hold office for a term of two (2) years. The terms of the members of the Board shall commence on April 1st of the year in which the appointment is made and shall expire on March 31st; provided, that every member of the existing Board shall be a member of the Board until the expiration of the term for which such member was appointed, or until their removal or resignation, whichever occurs first. The Board, when so appointed, shall meet and organize its body by electing one (1) of the members as Chairperson, one (1) of the members as Vice Chair and one (1) of the members as Secretary. Thereafter, annually and within forty-five (45) days after the appointment of the incoming members, the Board shall reelect its officers.

2.62.050 - Compensation—Removal of members—Vacancies.

The members of the Veterans Advisory Board shall serve without compensation during the term for which they are appointed. The Mayor may on their own accord, or upon the Board's recommendation, remove a member of the Board for cause via resolution and shall fill any vacancy on the Board that may occur.

2.62.060 - Meetings and quorum.

The Veterans Advisory Board shall meet every other month, on a regular date to be designated by the Board; provided, that a special meeting may be called at any time by the written request of the Chairperson and joined in writing by at least two (2) members. All meetings, whether regular or special, shall be open to the public as provided by the laws of the State. A majority of the whole membership shall constitute quorum, and no action can be had in the absence of quorum.

A copy of the ordinance is available to interested persons during regular business hours in the Office of the City Clerk, City Hall, 200 East Broadway, Hobbs, New Mexico. The ordinance is also available for viewing online at www.hobbsnm.org.

Due to COVID-19, the meeting is subject to change to a virtual remote meeting if an in-person meeting cannot be held. If any persons desire to submit public comment related to this proposed ordinance, please submit written comments by email to mmaldonado@hobbsnm.org by 4:30 p.m. on September 7, 2021.

/s/Jan Fletcher
Jan Fletcher, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 7, 2021

SUBJECT: A RESOLUTION AUTHORIZING APPROVAL OF THE MEDIATION SETTLEMENT AGREEMENT IN D-202-CV-2018-08036

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: September 2, 2021
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary: This Resolution authorizes the Mayor and City Manager to execute any and all documents necessary to finalize approval of a proposed Mediation Settlement Agreement in D-101-CV-2018-08036. The Mediation Settlement Agreement:

- Approves settlement of all claims brought against the New Mexico Taxation and Revenue Department ("NMTRD");
Requires NMTRD to pay a total sum of \$50M to be divided amongst the forty-four (44) petitioners using an allocation formula;
Requires the City of Hobbs to dismiss all of its claims against NMTRD, as well as those that could have been brought through May 31, 2021;
The City of Hobbs will not be required to pay any litigation expenses or reimbursements to the New Mexico Municipal League;
The City of Hobbs will receive \$2,688,632.41 and will pay a contingency fee (including GRT) to contract attorneys Gallagher & Kennedy, P.C. in the amount of \$291,548.58 (Reso. No. 6739).

Approval of the Mediation Settlement Agreement by the governing bodies of all forty-four (44) municipalities and counties is a requirement for final approval of the settlement.

Fiscal Impact:

Reviewed By: Finance Department

The City of Hobbs will receive approximately \$2,688,632.41 in a one-time ACH transfer from NMTRD. Gallagher & Kennedy, P.C. will then bill the City of Hobbs for the \$291,548.58 contingency fee, including GRT (see Resolution No. 6739) for a net gain to the general fund of \$2,397,083.83.

Attachments:

Resolution; Approval of the Mediation Settlement Agreement; Release of Claims

Legal Review:

Approved As To Form: City Attorney

Recommendation:

The Commission should consider approval of 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. 7100

A RESOLUTION AUTHORIZING APPROVAL OF THE MEDIATION
SETTLEMENT AGREEMENT IN D-202-CV-2018-08036

WHEREAS, in November of 2018 the City of Hobbs joined forty-three (43) other New Mexico municipalities and counties in a lawsuit against the New Mexico Taxation and Revenue Department in cause number D-202-CV-2018-08036; and

WHEREAS, the basis of the lawsuit was that the New Mexico Taxation and Revenue Department violated the Tax Administration Act (NMSA 1978, § 7-1-1, et seq.) by engaging in unlawful reductions of Gross Receipts Tax (“GRT”) of the various municipalities and counties – including the City of Hobbs; and

WHEREAS, on April 28, 2021, the parties participated in a mediation of the lawsuit with Judge Michael Bustamante serving as the mediator but did not reach a settlement agreement at that time; and

WHEREAS, since the April 28, 2021, mediation, the parties have engaged in ongoing settlement discussions and have since reached a settlement agreement in principle subject to the approval of the governing bodies of the forty-four (44) petitioners in the lawsuit wherein the New Mexico Taxation and Revenue Department has agreed to pay damages in the amount of \$50 million to be allocated on a formula-based allocation to each of the petitioners; and

WHEREAS, the City of Hobbs, as petitioner in this matter, believes it is in the best interest of justice and finality to approve the Mediation Settlement Agreement wherein the

City of Hobbs will receive cash compensation in exchange for dismissing its claims against the New Mexico Taxation and Revenue Department; and

WHEREAS, The City of Hobbs City Commission has at all stages in this litigation process placed an emphasis on transparency of the New Mexico Taxation and Revenue Department for the benefit of the business community and tax base of Hobbs, New Mexico; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the proposed Mediation Settlement Agreement is hereby formally approved; and

BE IT FURTHER RESOLVED, that the Mayor and City Manager are hereby authorized to execute any and all documents necessary to accomplish approval of the proposed Mediation Settlement Agreement on behalf of Petitioner City of Hobbs including but not limited to the proposed Approval of the Mediation Settlement Agreement.

PASSED, ADOPTED AND APPROVED this 7th day of September, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Privileged and Confidential Mediation Communication
City of Albuquerque, et al v. New Mexico Taxation and Revenue Department

**APPROVAL OF MEDIATION SETTLEMENT AGREEMENT,
SETTLEMENT AMOUNT AND CONTINGENT FEE
ON BEHALF OF CITY OF HOBBS**

Re: No. D-202-CV-2018-08036, *City of Albuquerque, et al v. Stephanie Schardin Clarke and New Mexico Taxation and Revenue Department*, in the Second Judicial District Court of New Mexico (the “Lawsuit”)

In the above-referenced Lawsuit, Petitioners are 44 municipalities and counties, including City of Hobbs (“Municipality”), in this state (collectively “Petitioners”), and Respondents are the New Mexico Taxation and Revenue Department and its Cabinet Secretary (collectively the “Department”). Petitioners and the Department shall be referred to as the “Parties,” collectively.

Approval of Mediation Settlement Agreement

By a Mediation Settlement Agreement, dated _____, 2021, the Parties reached an agreement to settle and compromise the claims asserted in the Lawsuit, *subject to approval by (1) the respective governing bodies of Petitioners and (2) the Cabinet Secretary of the Department*. Under the Mediation Settlement Agreement, the Department, among other things, has agreed to pay certain amounts in settlement of any and all claims that have been asserted or could have been asserted by Petitioners in the Lawsuit arising from reductions that the Department made to distributions of gross receipts tax under NMSA 1978, § 7-1-6.15 through May 31, 2021. Also, among other things, Petitioners have agreed to release any and all claims that have been asserted or could have been asserted by Petitioners, respectively, in the Lawsuit arising from reductions that the Department made to distributions of gross receipts tax to Petitioners, respectively, under NMSA 1978, § 7-1-6.15 through May 31, 2021.

Under the Mediation Settlement Agreement, the Department has agreed to pay a substantial amount to settle the claims asserted in the Lawsuit. Petitioners have agreed to a methodology for allocating the total settlement amount among themselves. The Department has agreed to distribute the individual settlement amounts via one-time payments to Petitioners on or before the first distribution attributable to gross receipts tax following (a) the approval of the Mediation Settlement Agreement by all of the Parties and (b) the Department’s receipt the releases executed by each Petitioner, which the Department will hold in trust pending Petitioners’ confirmation of receipt of one-time payments. Petitioners will be allowed fifteen (15) days following the one-time payments to confirm receipt of

Privileged and Confidential Mediation Communication
City of Albuquerque, et al v. New Mexico Taxation and Revenue Department

the payments (as shown on their ACH transfer); Petitioners' counsel shall advise the Department regarding such confirmation; and, assuming upon confirmation of receipt of the one-time payments, the executed releases shall no longer be held by the Department in trust. Petitioners will be obligated to move to dismiss the lawsuit with prejudice within thirty (30) days following the one-time payments.

Under the settlement agreement, City of Hobbs will be receiving a gross amount of \$2,688,632.41 (the "Settlement Amount").

City of Hobbs approves and joins in the Mediation Settlement Agreement and agrees to accept the Settlement Amount as consideration for the settlement and release of the claims asserted by City of Hobbs in the Lawsuit.

Approval of Contingent Fee

City of Hobbs acknowledges that the Settlement Amount does not reflect the contingency fee owed to Petitioners' counsel's law firm, Gallagher & Kennedy, P.A., under a Legal Services Agreement between Gallagher & Kennedy, P.A., and City of Hobbs, dated November 8, 2018 (the "Fee Agreement").

Considering the settlement has been accomplished without further litigation, and as an accommodation to City of Hobbs and the other municipalities and counties, Gallagher & Kennedy, P.A., has agreed to accept fees based on the lowest contingent fee percentage structure under its contingency fee agreements with all municipalities and counties, although the law firm may be entitled to a higher percentage contingent fee under the Fee Agreement. Also, Gallagher & Kennedy, P.A. has agreed to bear all litigation expenses, and to provide a credit for any expenses that may have been billed to and paid by City of Hobbs. Under the terms of the Fee Agreement, Gallagher & Kennedy, P.A. is entitled to recover applicable gross receipts tax ("GRT") on fees to be collected from the Department.

The Fee Agreement contemplates that City of Hobbs will have responsibility for reimbursing its share of expenses incurred by the New Mexico Municipal League ("NMML") related to the Lawsuit. As a further accommodation to City of Hobbs, Gallagher & Kennedy, P.A. has agreed to satisfy the NMML's claim for reimbursement, leaving City of Hobbs with no responsibility for reimbursing the NMML for any of its expenses incurred related to the Lawsuit.

After these accommodations, the amount owed under the Fee Agreement (including GRT) is \$291,548.58 (the "Contingent Fee"). After payment of the Contingent Fee (including GRT), the net amount of recovery is \$2,397,083.83.

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City of Albuquerque, et al v. New Mexico Taxation and Revenue Department

Gallagher & Kennedy, P.A. will invoice City of Hobbs for the amount of the Contingent Fee. The Contingent Fee will be due and payable upon receipt of the settlement funds by City of Hobbs.

City of Hobbs approves the payment of the Contingent Fee, and City of Hobbs agrees to promptly pay the Invoice for the Contingent Fee upon receipt of the settlement funds by City of Hobbs.

CITY OF HOBBS

Signature

Printed Name

Title

Date

Privileged and Confidential Mediation Communication
City of Albuquerque, et al v. New Mexico Taxation and Revenue Department

RELEASE ON BEHALF OF CITY OF HOBBS

Re: No. D-202-CV-2018-08036, *City of Albuquerque, et al v. Stephanie Schardin Clarke and New Mexico Taxation and Revenue Department, in the Second Judicial District Court of New Mexico (the “Lawsuit”)*

In the above-referenced Lawsuit, Petitioners are 44 municipalities and counties, including City of Hobbs, in this state (collectively “Petitioners”), and Respondents are the New Mexico Taxation and Revenue Department and its Cabinet Secretary (collectively the “Department”). Petitioners and the Department shall be referred to as the “Parties,” collectively.

By a Mediation Settlement Agreement, dated _____, 2021, the Parties reached an agreement to settlement and compromise the claims asserted in the Lawsuit, *subject to approval by (1) the respective governing bodies of Petitioners and (2) the Cabinet Secretary of the Department.* Under the Mediation Settlement Agreement, the Department, among other things, has agreed to pay certain amounts in settlement of any and all claims that have been asserted or could have been asserted by Petitioners in the Lawsuit arising from reductions that the Department made to distributions of gross receipts tax under NMSA 1978, § 7-1-6.15 through May 31, 2021. Also, among other things, Petitioners have agreed to release any and all claims that have been asserted or could have been asserted by Petitioners, respectively, in the Lawsuit arising from reductions that the Department made to distributions of gross receipts tax to Petitioners, respectively, under NMSA 1978, § 7-1-6.15 through May 31, 2021.

Release by the Municipalities and Counties in favor of TRD

In exchange for the payment made or to be made by the Department and other valid and sufficient consideration provided by the Department to the City of Hobbs, the City of Hobbs, for itself and its legal representatives, successors and assigns, hereby RELEASE AND DISCHARGE the Department and its legal representatives, successors, assigns, agents, attorneys, and all other persons or entities to whom or for whose conduct the Department may be liable (collectively “the Department Released Parties”), from any and all claims, demands and causes of action of whatever nature, whether known or unknown, whether in contract or in tort, arising under or by virtue of any statute or regulation or under common law, for any losses or claims of any kind, including but not limited to claims for damages and/or economic losses and/or attorneys’ fees, which have accrued or may accrue to the

Privileged and Confidential Mediation Communication
City of Albuquerque, et al v. New Mexico Taxation and Revenue Department

City of Hobbs relating to reductions that the Department made to distributions of gross receipts tax under NMSA 1978, § 7-1-6.15 through May 31, 2021.

Representations and Warranties

The undersigned, on behalf of the City of Hobbs and its legal representatives, successors and assigns, hereby represents and warrants to the Department that (1) he or she is competent to execute this Release, (2) he or she is authorized to execute this Release on behalf of the City of Hobbs, (3) the City of Hobbs has fully informed itself of the terms, contents, conditions and effect of this Release, (3) the City of Hobbs has had the benefit and advice of counsel of his or her own choosing before executing this Release, (4) except for the above-noted consideration, no promise or representation of any kind had been made to the City of Hobbs concerning the subject matter of this Release, (5) the City of Hobbs has relied solely and completely upon their own judgment and the advice of counsel of its own choosing before the execution of this Release, (6) the City of Hobbs fully understands that this Release operates as a full, complete and final release of any and all claims that have been asserted or could have been asserted by the City of Hobbs against the Department relating to any and all claims made by the City of Hobbs arising from reductions that the Department made to distributions of gross receipts tax to the City of Hobbs pursuant to NMSA 1978, § 7-1-6.15 through May 31, 2021, and (7) the City of Hobbs has not assigned, sold or otherwise attempted to convey any right, claim or interest that is the subject of this Release.

[Signature to follow on succeeding page]

Privileged and Confidential Mediation Communication
City of Albuquerque, et al v. New Mexico Taxation and Revenue Department

CITY OF HOBBS

By: _____

Printed Name

Title

STATE OF NEW MEXICO §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this ___ day of _____, 2021, personally appeared _____, the authorized representative of City of Hobbs, who upon his or her oath averred that he has executed the foregoing Release for the purposes expressed therein.

Notary Public in for the State of New Mexico
My commission expires: _____