

# 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

*October 3, 2022*



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

**Monday, October 3, 2022 - 6:00 p.m.**

Sam D. Cobb, Mayor

R. Finn Smith  
Commissioner – District 1

Christopher R. Mills  
Commissioner – District 2

Larron B. Fields  
Commissioner – District 3

Joseph D. Calderón  
Commissioner – District 4

Dwayne Penick  
Commissioner – District 5

Don R. Gerth  
Commissioner – District 6

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**A G E N D A**

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

**CALL TO ORDER AND ROLL CALL**

**INVOCATION AND PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

1. Minutes of the September 19, 2022, Regular Commission Meeting (*Jan Fletcher, City Clerk*)
2. Minutes of the September 28, 2022, Special Commission Meeting (*Jan Fletcher, City Clerk*)

**PROCLAMATIONS AND AWARDS OF MERIT**

3. Proclamation Proclaiming the Week of October 9 – 15, 2022, as “Fire Prevention Week” (*Shawn Williams, Fire Marshal*)

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

**CONSENT AGENDA** *(The consent agenda is approved by a single motion. Any member of the Commission may request an item to be transferred to the regular agenda from the consent agenda without discussion or vote.)*

4. Resolution No. 7259 – Authorizing the Re-Appointment of Hector Baeza to the Labor Management Relations Board *(Mayor Sam Cobb)*
5. Resolution No. 7260 – Authorizing the Re-Appointment of Board Members to Various City Advisory Boards *(Mayor Sam Cobb)*

**DISCUSSION**

None

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

6. Resolution No. 7261 - Authorizing Budgetary Adjustment #1 for FY 2022-2023 *(Deb Corral, Assistant Finance Director)*
7. Resolution No. 7262 – Authorizing the City of Hobbs to Contract with Safe Haven Baby Boxes, Inc., for the Leasing of a Surrender Safety Device and the Corresponding Services Associated with the Surrender Safety Device *(Rocio Ocano, Assistant City Attorney; and Shelia Baker, General Services Director)*
8. Resolution No. 7263 – Approving the Final Plan for Liberty Crossing Subdivision, Unit Two *(Kevin Robinson, Planning Department)*

**COMMENTS BY CITY COMMISSIONERS, CITY MANAGER**

9. Next Meeting Date:
  - City Commission Regular Meeting:
    - **Monday, October 17, 2022, 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: October 3, 2022

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: September 28, 2022
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of September 19, 2022
Special Commission Meeting of September 28, 2022

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, September 19, 2022, in the City Commission Chamber, 200 East Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico. This meeting was also viewable to the public via Livestream on the City's website at [www.hobbsnm.org](http://www.hobbsnm.org).

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

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

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

Also present:

Manny Gomez, City Manager  
Valerie Chacon, Deputy City Attorney  
August Fons, Police Chief  
Shane Blevins, Deputy Police Chief  
Barry Young, Fire Chief  
Kevin Shearer, Fire Captain  
Toby Spears, Finance Director  
Nicholas Goulet, Human Resources Director  
Selena Estrada, Risk Manager  
Shelia Baker, General Services Director  
Kevin Robinson, Planning Director  
Michal Hughes, Recreation Superintendent  
Matt Hughes, Rockwind Community Links Superintendent  
Bryan Wagner, Parks and Open Spaces Director  
Christa Belyeu, Information Technology Director  
Julie Nymeyer, Executive Assistant  
Meghan Mooney, Communications Director  
Bob Hamilton, Reference Librarian  
Kristen Salas, Clerk Record Specialist  
Mollie Maldonado, Deputy City Clerk  
Jan Fletcher, City Clerk  
12 citizens

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

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

### **Approval of Minutes**

Mayor Cobb introduced his nephew, Mr. Robert Henderson, in the audience visiting from New Braunfels, Texas.

Commissioner Calderón moved the minutes of the regular meeting of September 6, 2022, be approved as written. Commissioner Fields 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**

Fire Chief Barry Young recognized Battalion Chief Kevin Shearer who was selected as the 2022 New Mexico Fire Officer of the Year. He congratulated Battalion Chief Shearer who has 19 years of service with the City of Hobbs and was nominated for this award by his peers throughout the State.

Mr. Manny Gomez, City Manager, also congratulated Battalion Chief Shearer and thanked his family in the audience for their contribution to the Hobbs Fire Department.

Mr. Gomez recognized the following employee for their Milestone Service Award for the Month of September, 2022.

- 5 years – Kristi Kelley, Hobbs Police Department

Mr. Gomez reviewed highlights about the work history of Ms. Kelley and stated she actually has a total of 17½ years of service with the City of Hobbs having first been hired by the Hobbs Police Department in 1999. He thanked Ms. Kelley for her dedicated service to the City and also thanked her family for their contribution to the organization.

### **Public Comments**

None.

### **Consent Agenda**

Mayor Cobb explained the process for the consent agenda which is reserved for items which are routine when the agenda is lengthy. He stated any member of the Commission may request an item to be transferred to the regular agenda from the consent agenda without discussion or vote.

Commissioner Calderón moved for approval of the following Consent Agenda items:

Resolution No. 7251 – Authorizing an Amendment to the City of Hobbs' Cash Handling and Receipting Policy Related to Credit/Debit Card Transactions Effective September 20, 2022

There being no discussion, Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

**Discussion**

Update on Gross Receipts Tax Destination Sourcing (HB6)

Mr. Toby Spears, Finance Director, reviewed data which has been collected as a result of HB6 Legislation. This new law took effect on July 1, 2021, which changed taxation from the location of where the service or product originated to the location of where the service was performed or destination of the product. Mr. Spears stated the Legislation was originally introduced to tax online purchases but changes were made to the law which has harmed the City with unintended consequences.

Mr. Spears reviewed the comparison of a \$100,000.00 service sale with origination sourcing and destination sourcing. The City would have received tax in the amount of \$2,662.50 before HB6 became effective, the State would have received \$3,900.00 and the County would have received \$250.00. After HB6 became effective, on the same example of a \$100,000.00 service sale, the City receives no tax, the State receives \$5,120.00 and the County receives \$380.00.

In response to Mayor Cobb's question, Mr. Spears clarified the reduction of the State's tax rate on July 1, 2022, has no impact on the data presented which is for June, 2021, to June, 2022.

Mr. Spears stated at the beginning of the comparison period in June of 2021, the City collected \$4,951,782 in tax and the County collected \$1,928,428. At the end of the comparison period in June of 2022, the City collected \$4,866,605 in tax and the County collected \$3,729,914. Mr. Spears stated claw backs or changes in taxpayer returns create decreases/increases on the reports. The State of New Mexico collected \$37,460,719 in taxes in June of 2021 and that amount increased to \$58,567,835 in June of 2022.

Mr. Spears broke down the comparison by percentages as follows:

	<u>June 2021</u>	<u>June 2022</u>	<u>% change</u>
Lea County	\$ 1,928,428	\$ 3,279,914	<b>70% increase</b>
State of New Mexico	\$37,460,719	\$58,567,836	<b>56% increase</b>
City of Hobbs	\$ 4,951,782	\$ 4,866,605	<b>(1.7%) decrease</b>



Mr. Spears provided a comparison of rig counts for Lea County, Texas Permian Basin and WTI Spot Price of Crude Oil. He also provided data to the Commission from the historical analysis of GRT collection by sector and by top vendors identified anonymously. Under confidentiality agreements and by State law, taxpayer names cannot be disclosed.

In Mr. Spears' professional opinion, he stated HB6 has definitely impacted revenue to the City of Hobbs.

A video was displayed showing a drone aerial view of the intersection of West County Road and the Carlsbad Highway early in the morning when all of the oilfield work traffic leaves Hobbs headed westbound. A similar video was displayed showing all of this same traffic returning eastbound to Hobbs at the end of the work day.

Mayor Cobb stated he and Mr. Spears will be traveling to Albuquerque tomorrow to visit with Mayor Tim Keller to build broad base support for changes in the Taxation Legislation. He did agree that some municipalities may be seeing an increase in their gross receipts tax.

### **Action Items**

#### **Resolution No. 7252 - Authorizing the Opening of a Bank Account at Lea County State Bank for Grants**

Mr. Spears explained the resolution and stated the City is now being required to open a bank account to house the receipt of money related to grant activity. It is proposed that the account be opened at Lea County State Bank for this purpose. Mr. Spears stated for now, it is only related to the Community Development Block Grant (CDBG) Fund but it is anticipated all grants may soon be required to be tracked in this account.

Commissioner Fields moved that Resolution No. 7252 be adopted as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Smith abstain, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Commissioner Smith disclosed he abstained from voting as he has an ownership interest in Lea County State Bank.

#### **Resolution No. 7253 – Determining that Certain Properties are Ruined, Damaged and Dilapidated Requiring Removal from the Municipality Located at 1403 North San Mateo**

Ms. Valerie Chacon, Deputy City Attorney, stated the property at 1403 San Mateo is ruined, damaged and dilapidated and is a menace to public comfort, health and safety requiring removal from the municipality. She stated the dilapidated property has been evaluated by the Code Enforcement Department and the City Building Inspector.

Commissioner Gerth stated he has been watching this property for about six years.

Ms. Chacon stated the owner of the property is deceased and if an authorized person comes forward to clean up the property, the City will work with them in this regard.

Following a brief discussion, Commissioner Gerth moved that Resolution No. 7253 be adopted as presented. Commissioner Mills 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. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

*PUBLICATION: Proposed Ordinance Amending Chapter 3.10 of the Hobbs Municipal Code Amending the City's Economic Development Strategic Plan Ordinance*

Ms. Chacon stated amendments to the Hobbs Municipal Code Section 3.10.040 on December 20, 2021, now allows for the provision of "public support" for retail establishments and cultural facilities. A subsequent favorable vote followed at the municipal election on March 1, 2022, regarding public support for retail business and cultural facilities as "qualifying entities" for purposes of furthering or implementing economic development plans and providing public support for projects under the Local Economic Development Act. The City now requests to amend the City of Hobbs Economic Development Strategic Plan to include the following:

1. SECTION ONE: Economic Development Goals subsection G. To increase gross receipts taxes for the City of Hobbs.
2. SECTION TWO: General Target Industry Criteria: Add in Subsection (A) (5) Ample availability of a skilled workforce and access to substantial infrastructure of work force development within the secondary and post-secondary level. Add Subsection (B) Industries that pay comparative wages, provide benefits to foster a positive work/life balance, and that will help improve the local per capita income (household income). Add C. Industry that will help diversify the local labor market.
3. SECTION THREE: Specifically Identified Target Industries- Amend Subsection (C) Service firms or institutions, especially in the educational, health care, information technology, and professional service sectors. And Subsection (F) Data, IT and Telecommunications enterprises, Subsection (K) Warehousing, logistics, distribution, and transportation And (L) Retention and expansion of business and industry.
4. SECTION FOUR- Possible Community Assistance: in Subsection A. adding or non-profit entity.
5. SECTION FIVE- Criteria for community assistance 5.3 subsection D. Economic Development Compatibility with City's economic development goals including, but

not limited to, gross receipts generation and/or job creation; And Subsection E Cost Benefit Analysis to include: The cost-benefit analysis shall show that the City will recoup the value of its contribution within a period of ten or fewer years.

6. SECTION SIX- Review Criteria for applications: Add 6.2 Applicant shall at all times cooperate fully with City in City's due diligence verification efforts. An applicant's failure to cooperate with City's verification efforts may have their application summarily denied at the discretion of the City.

Ms. Chacon stated the proposed ordinance has been discussed on previous occasions and it is presented this evening for permission to publish notification of the ordinance.

Mayor Cobb reminded the Commission that Legislation was amended to allow Hobbs to utilize the Local Economic Development Act once authorized by the municipal election. He stated funding to entities who meet the criteria and guidelines is not a giveaway and would have to be paid back to the municipality.

Ms. Jennifer Grassham of the Economic Development Corporation of Lea County commented this would be an important tool to have when recruiting new firms to the area. She encouraged the Commission's support of the proposed ordinance.

There being no further discussion, Commissioner Fields moved that the Commission publish notice of intent to adopt the ordinance at a later date. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the proposed ordinance and supporting documentation are attached and made a part of these minutes.

*Resolution No. 7254 – Authorizing the Mayor to Execute an Extension of the Agreement with S & H Enterprises, Inc., to Supply Industrial Process Water*

Ms. Chacon explained the resolution and stated on July 23, 1992, the City of Hobbs entered into an agreement with S & H Enterprises, Inc., to purchase industrial process water from the City's Waste Water Treatment Plant. An extension to this agreement was executed on July 23, 2022, which expires on September 23, 2022, and the parties are still in the process of negotiating a new agreement. Ms. Chacon stated the parties seek an additional extension of the agreement for sixty (60) days in order to provide continuity of service while the parties secure a new agreement.

There being no discussion, Commissioner Penick moved that Resolution No. 7254 be adopted as presented. Commissioner Smith 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. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7255 – Approving a Development Agreement with Stuard Homes, LLC, Concerning the Development of Market Rate Single-Family Housing

Mr. Kevin Robinson, Development Director, stated Stuard Homes, LLC, has requested a Development Agreement concerning the development of single-family housing units within the municipal boundaries. The developer proposes to produce market rate single-family units and is requiring infrastructure incentives of \$100,000.00. Mr. Robinson stated this is the 12<sup>th</sup> agreement with Stuard Homes and the previous 11 agreements have produced a total of 162 developed units.

Following a brief discussion, Commissioner Smith moved that Resolution No. 7255 be adopted as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7256 – Approving the Final Plan for Westminster Hollow, Third Village, Located North of the Intersection of Brittany and Camelot

Mr. Robinson explained the resolution and stated the Final Plan for Westminster Hollow, Third Village, is being submitted by Del Norte Heights, Inc., for approval. The proposed subdivision is located north of the intersection of Brittany and Camelot within the municipality which encompasses approximately 8.30 acres and will contain 13 single-family residential lots. The Planning Board has reviewed and approved the Final Plans for this subdivision. Mr. Robinson confirmed the City is in receipt of an Engineer of Record Certification concerning the installation of infrastructure as to the approved construction plan set.

Following a discussion regarding restrictive covenants, Commissioner Calderón moved that Resolution No. 7256 be adopted as presented. Commissioner Smith 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. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration of Approval of the Purchase of Automatic Water Meters for the Meter Replacement Project from Water Meters of New Mexico, LLC, in the Amount of \$301,825.00 (Not Including NMGRT)

Mr. Tim Woomeer, Utilities Director, stated the City is proposing to purchase automatic reading (AR) residential water meters for the Meter Replacement Project from Water Meters of New Mexico, LLC, of Ruidoso Downs, New Mexico. The purchase will consist of 1500 3/4" S30 Metron meters, one 2" S130 Metron meter and three 2" S130 Metron measuring chambers. He stated this purchase would be made utilizing the New Mexico Statewide Price Agreement, Amendment Number 00-00000-20-00114, in the total purchase amount of \$301,825.00, not including New Mexico gross receipts tax. Due to

staffing shortages, Mr. Woomer stated installation of the meters would need to be outsourced. Additionally, Mr. Woomer stated he is also considering a budget adjustment request to purchase additional meters before expiration of the price agreement as the price of the meters is expected to increase.

In response to a question by Commissioner Penick, Mr. Woomer stated the meters are radio-read meters and the utility staff can read meters within a two-mile radius of the meter. If an issue is detected, meters are flagged, investigated and repaired. Mr. Woomer clarified the City reads its water meters each and every month.

There being no further discussion, Commissioner Penick moved to approve the purchase of automatic water meters for the Meter Replacement Project from Water Meters of New Mexico, LLC, in the amount of \$301,825.00, not including New Mexico gross receipts tax. Commissioner Mills 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. Copies of the supporting documentation are attached and made a part of these minutes.

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

Mr. Gomez stated it has been a busy week at Rockwind Community Links Golf Course where the New Mexico Open was successfully hosted last week. On Wednesday, 140 professional golfers, amateur golfers and caddies played golf on the course with a total of approximately 400 people on the property. Mr. Ben Kirkes, Golf Professional, indicated to Mr. Gomez that his fellow golf professionals were in absolute awe of the golf course. Mr. Gomez stated the course is in its best shape since opening in 2015. The New Mexico Open will be hosted two more years in Hobbs. City Staff will hold a de-briefing meeting on the aspects of the tournament to determine if any changes can be made for overall improvement of the event.

Mr. Gomez congratulated Deputy Police Chief Shane Blevins who was selected as the new Deputy Police Chief for the Hobbs Police Department. Mr. Gomez wished him well in his new position.

Mr. Gomez reminded the Commission and City Employees about the employee family picnic on Saturday, September 24, 2022, from 5:00 p.m. – 9:00 p.m. at the CORE.

Commissioner Gerth agreed that the Rockwind Golf Course does look fabulous and the tournament was a great success.

Commissioner Fields thanked Mr. Toby Spears for his detailed work on the HB6 legislation and his diligence in tracking the City's gross receipts tax. He stated the Legislators need to understand the impact it is having on us. Commissioner Fields also congratulated Deputy Chief Shane Blevins on his new position.

Commissioner Calderón stated the recent tour at New Mexico Junior College was very impressive.

Commissioner Penick congratulated Mr. Efren Cortez and Mrs. Elaine Cortez on the birth of their new baby. He also thanked Commissioner Larron Fields and Commissioner Joe Calderón for attending the New Mexico Municipal League Conference with him.

Commissioner Penick commented there has been much theft going on in the neighborhoods, and he encouraged everyone to lock their vehicles and remove all property from within the vehicle.

Commissioner Penick stated it is nice to have the City Attorney and City Attorney seated back on the dais with the Commission.

Commissioner Smith stated he is going on a police ride-along with Deputy Chief Blevins tomorrow night from 6:30 p.m. to 10:30 p.m.

Commissioner Smith thanked Mr. Toby Spears for an enlightening discussion on HB6. He commented he understands the numbers and the math computations. Commissioner Smith stated it is sad there has been an increase to the State and County's revenue while the City of Hobbs has seen a decrease to the municipality's portion. He addressed several additional comments to the Commission and stated he will fight hard to make local decisions on how to best spend tax dollars.

Mayor Cobb stated he is very committed to all of the City's Employees and appreciates all of their hard work; however, he is unable to attend the City Picnic this weekend.

Commissioner Smith also stated he will be unable to attend the employee event this weekend.

### **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 7:10 p.m.

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SAM D. COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk

Minutes of the special meeting of the Hobbs City Commission held on Wednesday, September 28, 2022, in the City Commission Chamber, 200 East Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico. This meeting was also viewable to the public via Livestream on the City's website at [www.hobbsnm.org](http://www.hobbsnm.org).

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

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

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

Also present:

Manny Gomez, City Manager  
Efren Cortez, City Attorney  
Valerie Chacon, Deputy City Attorney  
Rocio Ocano, Assistant City Attorney  
August Fons, Police Chief  
Barry Young, Fire Chief  
Kevin Shearer, Fire Captain  
Toby Spears, Finance Director  
Deb Corral, Assistant Finance Director  
Nicholas Goulet, Human Resources Director  
Selena Estrada, Risk Manager  
Shelia Baker, General Services Director  
Doug McDaniel, Recreation Director  
Matt Hughes, Rockwind Community Links Superintendent  
Bryan Wagner, Parks and Open Spaces Director  
Christa Belyeu, Information Technology Director  
Julie Nymeyer, Executive Assistant  
Meghan Mooney, Communications Director  
Sandy Farrell, Library Director  
Kristen Salas, Clerk Record Specialist  
Mollie Maldonado, Deputy City Clerk  
Jan Fletcher, City Clerk  
4 citizens

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

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

### **Public Comments**

None.

### **Action Items**

#### **Resolution No. 7257 – Authorizing the Mayor to Execute an Acknowledgement and Approval Form Relating to General Liability Insurance Renewal for 2022-2023**

Mr. Nicholas Goulet, Human Resources Director, stated the City's General Liability coverages expire on October 1, 2022, and Daniels Insurance has provided quotes to continue coverages effective October 1, 2022, through September 30, 2023.

Mr. Guy Kesner of Daniels Insurance reviewed the quote provided and stated many carriers are reducing their capacities. He commended the Legal Department and City Staff for trying to minimize costs in every way possible.

Mr. Goulet stated based on the quotes provided, coverages offered and proposed terms, it is recommended to bind coverage as follows:

- Commercial Property: Liberty Mutual Fire Insurance Company
- Auto Physical Damage: Liberty Mutual Fire Insurance Company
- Auto/General Liability: APR - Homesite Insurance Company
- Law Enforcement Liability: QBE Specialty Insurance Company
- Law Enforcement Excess: Kinsale Insurance Company
- Cyber Liability: Axis Insurance Company
- Crime: The Hartford Fire Insurance Company
- Airport Liability: ACE Property and Casualty Insurance Company
- Public Officials/Employment Practices: Indian Harbor Insurance Company
- Public Officials/Employment Practices Excess: Kinsale Insurance Company

Following a lengthy discussion, Commissioner Penick moved that Resolution No. 7257 be adopted to bind General Liability insurance coverage as proposed. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. No vote was recorded for Commissioner Mills as his phone call was disconnected. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

#### **Resolution No. 7258 – Authorizing the Mayor to Execute an Agreement with S & H Enterprises, Inc., to Supply Industrial Process Water**

Ms. Valerie Chacon, Deputy City Attorney, explained the resolution and stated the City proposes to execute an agreement with S & H Enterprises, Inc., to sell reclaimed effluent water to S & H Enterprises, Inc. She stated the agreement provides that two million (2,000,000) gallons of effluent water will be sold per day for the summer months (May,



June, July, August) and a minimum of one million (1,000,000) gallons per day for the winter months (September, October, November, December, January, February, March, April).

Ms. Chacon stated S & H Enterprises, Inc., will pay the City a total of \$9,000.00 per month during the term of this agreement which is for five years with an option to renew for one additional term of five years. She reviewed the other important terms and provisions of the agreement.

In response to Commissioner Smith's question regarding the provision for delivery of less water, Ms. Chacon and Mr. Tim Woomer, Utilities Director, stated the costs would be pro-rated for any month in which the full gallons are not delivered. The cost would revert to .10¢ per 1,000 gallons per day.

In reply to Commissioner Gerth's question, Mr. Woomer stated the City produces 3.25 million gallons of effluent water per day and the balance, after delivery to S & H Enterprises, is used by the City Cemetery, Soccerplex and the Golf Course.

Mr. Gary Schubert of S & H Enterprises, Inc., thanked the City of Hobbs for a very successful partnership for the past 30 years since the agreement was first adopted in 1992. He provided some history on the agreement and stated he uses effluent water to grow crops such as grain in the winter and cotton in the summer months.

Mr. Efren Cortez, City Attorney, stated for the record that the City has a water conservation ordinance in place and the effluent water being sold is not fit for consumption.

Mayor Cobb agreed and stated the conservation ordinance relates to potable water.

There being no further comments, Commissioner Calderón moved that Resolution No. 7252 be adopted as presented. Commissioner Fields 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. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

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

Mr. Manny Gomez, City Manager, thanked Ms. Shelia Baker and staff for providing replacement chairs for the Mayor and Commissioners to sit in. He stated the old chairs were originally purchased in 2007.

Mr. Gomez welcomed Mr. Efren Cortez back to the Commission meeting.

Mr. Gomez thanked City Staff for their work on the insurance proposal and for the pro-measures being taken to reduce overall insurance costs and liability of the City.

**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, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. No vote was recorded for Commissioner Mills as his phone call was disconnected. The motion carried. The meeting adjourned at 6:35 p.m.

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SAM D. COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk



**PROCLAMATIONS**

**AND**

**AWARDS OF  
MERIT**

Office of the Mayor  
Hobbs, New Mexico

## PROCLAMATION

**WHEREAS**, The City of Hobbs Fire Department is committed to ensuring the safety and security of all those living in and visiting the City of Hobbs; and

**WHEREAS**, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

**WHEREAS**, home fires caused 2,580 civilian deaths in the U.S. in 2020, according to the National Fire Protection Association, and fire departments in the U.S. responded to 356,500 home fires; and

**WHEREAS**, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

**WHEREAS**, working smoke alarms cut the risk of dying in reported home fires in half; and

**WHEREAS**, residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond; and

**WHEREAS**, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

**WHEREAS**, residents will make sure their smoke and carbon monoxide alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

**WHEREAS**, firefighters are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and


**WHEREAS**, residents of the City of Hobbs are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes.

**NOW THEREFORE**, I, Sam D. Cobb, Mayor of the City of Hobbs, do hereby proclaim the week of October 9<sup>th</sup>-15<sup>th</sup>, 2022, to be

### “FIRE PREVENTION WEEK”

With the theme, “**Fire won’t wait. Plan your escape**”, I urge all citizens of Hobbs, NM to ensure your residence has working smoke detectors, have a home fire escape plan, and to support the public safety activities and efforts of the City of Hobbs Fire Department.

**IN WITNESS, WHEREOF**, I have hereunto set my hand this 3rd day of October, 2022, 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: October 3, 2022

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

DEPT. OF ORIGIN: Mayor's Office  
DATE SUBMITTED: September 19, 2022  
SUBMITTED BY: J. Nymeyer

Summary:

The Mayor would like to re-appoint Hector Baeza to the Labor Management Relations Board; term expires September 20, 2023.

Fiscal Impact:

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

There is no effect on the current year budget.

Attachments:

Resolution

Legal Review:

Approved As To Form: *ECAC*  
*City Attorney*

Recommendation:

Motion to approve Resolution.

Approved For Submittal By:

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

*[Signature]*  
*City Manager*

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7259

A RESOLUTION AUTHORIZING THE MAYOR  
TO MAKE AN APPOINTMENT 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 Hector Baeza to the Labor Management  
Relations Board. This appointment is for a one year term which will expire September 20, 2023

PASSED, ADOPTED AND APPROVED this 3rd day of October, 2022.

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SAM D. COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk



# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 3, 2022

SUBJECT: Resolution Authorizing the Mayor to Make Appointments to City Advisory Boards.

DEPT. OF ORIGIN: Mayor's Office  
DATE SUBMITTED: September 26, 2022  
SUBMITTED BY: J. Nymeyer

Summary:

The two-year terms of the following Advisory Board members expired on March 31, 2022, and it is recommended they be re-appointed to new terms expiring March 31, 2024.

**Cemetery Board:** Sue Sedillo and Bonnie Moran.

**Community Affairs Board:** Yvette Lucero.

**Library Board:** Carolina Greene, Guy Williams and Julie McGuinness.

**Planning Board:** Tres Hicks, Bill Ramirez, Ben Donahue.

**Utilities Board:** Benny Choice, Debra Hicks, Joshua Grassham.

The Mayor also recommended appointing Tabatha Coffey to fill a vacancy on the Planning Board. Her term will expire March 31, 2024.

Fiscal Impact: *Reviewed By:* \_\_\_\_\_  
*Finance Department*

There is no effect on the current year budget.

Attachments:  
Resolution

Legal Review: *Approved As To Form:* \_\_\_\_\_  
*City Attorney*

Recommendation:  
Motion to approve Resolution.

<p><i>Approved For Submittal By:</i></p> <p>_____</p> <p style="text-align: center;"><i>Department Director</i></p> <p>_____</p> <p style="text-align: center;"><i>City Manager</i></p>	<p style="text-align: center;">CITY CLERK'S USE ONLY COMMISSION ACTION TAKEN</p> <p>Resolution No. _____ Continued To: _____</p> <p>Ordinance No. _____ Referred To: _____</p> <p>Approved _____ Denied _____</p> <p>Other _____ File No. _____</p>
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CITY OF HOBBS

RESOLUTION NO. 7260

A RESOLUTION AUTHORIZING THE MAYOR  
TO MAKE APPOINTMENTS TO  
THE CITY OF HOBBS ADVISORY BOARDS

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO,  
that the Mayor be and hereby is authorized to make appointments to the following advisory boards:

**CEMETERY BOARD** (Two-year terms expiring March 31, 2024)

- Sue Sedillo – re-appoint
- Bonnie Moran – re-appoint
  - Commissioner Finn Smith – appoint as Liaison

**COMMUNITY AFFAIRS BOARD** (Two-year terms expiring March 31, 2024)

- Yvette Lucero – re-appoint
  - Commissioner Don Gerth - appoint as Liaison

**LIBRARY BOARD** (Two-year terms expiring March 31, 2024)

- Carolina Greene – re-appoint
- Guy Williams – re-appoint
- Julie McGuinness – re-appoint
  - Commissioner Joe Calderon – appoint as Liaison

**PLANNING BOARD** (Two-year terms expiring March 31, 2024)

- Tres Hicks – re-appoint
- Bill Ramirez – re-appoint
- Ben Donahue – re-appoint
- Tabatha Coffey – appoint
  - Commissioner Dwayne Penick – appoint as Liaison

**UTILITIES BOARD** (Two-year terms expiring March 31, 2024)

- Benny Choice – re-appoint
- Debra Hicks – re-appoint
- Joshua Grassham – re-appoint
  - Commissioner Larron Fields – appoint as Liaison

PASSED, ADOPTED AND APPROVED this 3rd day of October, 2022.

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

ATTEST:

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



# **ACTION ITEMS**



# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 3, 2022

**SUBJECT:** Resolution Adopting Budgetary Adjustment #1 for the Fiscal Year 2022-2023  
**DEPT. OF ORIGIN:** Finance Department  
**DATE SUBMITTED:** September 27, 2022  
**SUBMITTED BY:** Deborah Corral, Assistant Finance Director

**Summary:**

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

Enclosed is a budgetary adjustment #1 for the current year. A summary of the funds adjusted is attached to this resolution. After this adjustment is approved by the Commission, it must be forwarded to the Department of Finance & Administration for their approval.

**Fiscal Impact:**

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

*Finance Department*

Total revenue is increased by \$2,922,503.00 and total expense increased by \$6,032,561.00 providing a budgeted ending cash balance of \$77,974,384.43 for all funds. General fund reserve moves from 43% to 42%.

This budget adjustment also includes inter-fund cash transfers.

**Attachments:**

- Budget Cash Balance Sheet
- Budgeted Adjustments Detail
- Resolution approving Budget Adjustment for the fiscal year 2022-2023

**Legal Review:**

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

*City Attorney*

**Recommendation:**

Motion to approve the resolution.

Approved For Submittal By:

*[Signature]*  
\_\_\_\_\_  
Department Director

*[Signature]*  
\_\_\_\_\_  
City Manager

CITY CLERKS USE ONLY  
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 7261

BUDGETARY ADJUSTMENT #1

FISCAL YEAR 2022-2023

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

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

WHEREAS, included in this budgetary adjustment total revenue is increased by \$2,922,503.00 total expense is increased by \$6,032,561.00

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

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

PASSED, ADOPTED AND APPROVED this 3<sup>rd</sup> day of October, 2022.

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

ATTEST:

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

City of Hobbs BAR #1  
FY23 Fund Summary

	Beginning Cash 6/30/2022	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash	
001 GENERAL	69,874,044.71	58,450,731.51	(8,805,606.70)	84,099,898.53	35,419,270.99	42%
002 LAND ACQUISITION	381,763.30	100,000.00	-	100,000.00	381,763.30	
<b>General Fund Subtotal</b>	<b>70,255,808.01</b>	<b>58,550,731.51</b>	<b>(8,805,606.70)</b>	<b>84,199,898.53</b>	<b>35,801,034.29</b>	
110 LOCAL GOV CORR	1,074,296.19	145,750.00	-	487,615.69	732,430.50	
120 POLICE PROTECTION	15,820.35	123,000.00	-	138,820.35	-	
130 P D N (parif, drug, narcotics)	1,918.75	-	-	-	1,918.75	
150 COPS GRANT	26,251.09	-	-	-	26,251.09	
160 RECREATION (CORE)	1,000.00	1,740,730.00	3,473,173.46	5,213,903.46	1,000.00	
170 OLDER AMERICAN	1,000.00	225,100.00	940,786.20	1,165,886.20	1,000.00	
180 GOLF	1,000.00	957,000.00	3,981,816.88	4,938,816.88	1,000.00	
190 CEMETERY	1,000.00	227,850.00	806,613.75	1,034,463.75	1,000.00	
200 AIRPORT	477,531.99	174,724.00	-	20,500.00	631,755.99	
210 Legislative Appropriations	1,000.00	1,904,773.50	-	1,825,729.81	80,043.69	
220 Intergovernmental Grants	4,835,515.50	4,835,515.50	-	9,671,031.00	-	
230 LODGERS' TAX	1,086,935.57	902,000.00	(848,045.00)	998,248.06	142,642.51	
240 LG Abatement Fund (Opioid)	-	489,000.00	-	489,000.00	-	
270 PUBLIC TRANSPORTATION	46,432.79	1,784,884.28	-	1,425,296.70	406,020.37	
280 FIRE PROTECTION	1,069,786.59	500,500.00	-	942,353.27	627,933.32	
290 EMER MEDICAL SERV	792.28	20,000.00	-	20,000.00	792.28	
<b>Special Revenue Subtotals</b>	<b>8,640,281.10</b>	<b>14,030,827.28</b>	<b>8,354,345.29</b>	<b>28,371,665.17</b>	<b>2,653,788.50</b>	
370 COMM DEVE CONST	110,420.82	750,000.00	464,806.80	1,324,227.62	1,000.00	
460 BEAUTIFICATION IMPROVEMENT	1,538,849.89	-	-	-	1,538,849.89	
480 STREET IMPROVEMENTS	4,817,036.89	2,463,245.52	(464,806.80)	4,953,940.04	1,861,535.57	
490 CITY COMM. IMPROVEMENTS	7,720,652.90	2,100,000.00	(2,009,515.58)	63,000.00	7,748,137.32	
<b>Capital Project Subtotals</b>	<b>14,186,960.50</b>	<b>5,313,245.52</b>	<b>(2,009,515.58)</b>	<b>6,341,167.66</b>	<b>11,149,522.78</b>	
510 UTILITY BOND	-	-	307,004.14	307,004.14	-	
530 WASTEWATER BOND	1,989,842.96	-	2,442,795.60	2,442,795.60	1,989,842.96	
<b>Debt Service Subtotals</b>	<b>1,989,842.96</b>	<b>-</b>	<b>2,749,799.74</b>	<b>2,749,799.74</b>	<b>1,989,842.96</b>	
100 SOLID WASTE	2,683,078.04	7,750,000.00	-	8,290,336.90	2,142,741.14	
440 JOINT UTILITY EXTENSIONS CAPITAL P	1,000.00	850,000.00	2,009,515.58	2,859,515.58	1,000.00	
600 JOINT UTILITY	1,000.00	-	6,980,342.10	6,980,342.10	1,000.00	
610 JOINT UTILITY CONST	1,000.00	-	3,809,606.09	3,809,606.09	1,000.00	
620 WASTE WATER PLANT CONST	7,325,364.88	1,413,107.66	9,892,587.97	18,630,060.51	1,000.00	
630 JOINT UTILITIY - WASTEWATER	1,030.00	-	5,927,242.87	5,927,272.87	1,000.00	
650 JOINT UTILITIY INCOME - WASTEWATE	9,536,173.55	8,116,300.00	(16,727,454.75)	31,500.00	893,518.80	
660 JOINT UTILITY INCOME	7,436,818.88	8,569,000.00	(12,632,124.02)	-	3,373,694.86	
680 METER DEPOSIT RES	1,220,767.82	375,000.00	-	375,000.00	1,220,767.82	
690 INTERNAL SUPPLY	67,797.49	225,000.00	-	225,000.00	67,797.49	
<b>Utility Subtotals</b>	<b>28,274,030.66</b>	<b>27,298,407.66</b>	<b>(740,284.16)</b>	<b>47,128,634.05</b>	<b>7,703,520.11</b>	
640 MEDICAL INSURANCE	3,201,377.27	7,830,000.00	(334,876.13)	7,839,200.00	2,857,301.14	
670 WORKERS COMP TRUST	1,160,937.04	725,000.00	-	725,000.00	1,160,937.04	
740 INSURANCE - RISK	5,284,206.75	1,400,000.00	451,261.41	1,935,468.16	5,200,000.00	
<b>Internal Service Subtotal</b>	<b>9,646,521.06</b>	<b>9,955,000.00</b>	<b>116,385.28</b>	<b>10,499,668.16</b>	<b>9,218,238.18</b>	
700 MOTOR VEHICLE	23,966.39	4,000,000.00	-	4,000,000.00	23,966.39	
710 MUNI JUDGE BOND FUND	107,575.34	-	-	-	107,575.34	
720 RETIREE HEALTH INSURANCE TRUST F	8,915,123.87	1,370,000.00	334,876.13	1,620,000.00	9,000,000.00	
730 CRIME LAB FUND	75,261.05	52,000.00	-	52,000.00	75,261.05	
750 FORECLOSURE TRUST FUND	71.88	-	-	-	71.88	
770 LIBRARY TRUST	6,220.10	1,500.00	-	1,500.00	6,220.10	
780 SENIOR CITIZEN TRUST	4,699.94	3,000.00	-	3,000.00	4,699.94	
790 PRAIRIE HAVEN MEM	5,839.42	-	-	-	5,839.42	
800 COMMUNITY PARK TRUST	1,562.02	-	-	-	1,562.02	
820 EVIDENCE TRUST FUND	210,724.33	5,000.00	-	-	215,724.33	
830 HOBBS BEAUTIFUL	8,042.66	20,965.28	-	13,660.65	15,347.29	
860 CITY AGENCY TRUST	2,169.85	1,500.00	-	1,500.00	2,169.85	
<b>Trust &amp; Agency Subtotals</b>	<b>9,361,256.85</b>	<b>5,453,965.28</b>	<b>334,876.13</b>	<b>5,691,660.65</b>	<b>9,458,437.61</b>	
<b>Grand Total All Funds</b>	<b>142,354,701.14</b>	<b>120,602,177.25</b>	<b>(0.00)</b>	<b>184,982,493.96</b>	<b>77,974,384.43</b>	
		2,922,503.00		6,032,561.00		

Bar #1 Detail

Expense									
Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #1 Request	Total Budget	Comment
001	010160	42607		MUNICIPAL COURT	LEGAL EXPENSE	65,000.00	17,766.00	82,766.00	Additional budget for an interpreter
001	010202	42632		POLICE PATROL	JUSTICE ASSISTANCE GRANT	10,383.00	9,652.00	20,035.00	Budget to cover JAG award expense
001	010202	42706		POLICE PATROL	EQUIPMENT UNDER 5000.00	215,000.00	54,137.50	269,137.50	Additional budget for the purchase of 15 radios
001	010202	43006		POLICE PATROL	EQUIPMENT OVER 5000	21,494.73	(15,000.00)	6,494.73	Transfer for the purchase of 15 radios
001	010204	42210		POLICE SUPPORT	SERVICE/MAINT. CONTRACT	348,500.00	50,000.00	398,500.00	Additional Budget for Oxygen Forensics (\$2899), Aware Inc (6383), Life Technologies (\$15,300), Cellebrite (\$6860) and balance to cover other contracts as needed
001	010204	42706		POLICE SUPPORT	EQUIPMENT UNDER 5000.00	-	9,000.00	9,000.00	Budget for supplies for community functions and training material and equipment
001	010204	43006		POLICE SUPPORT	EQUIPMENT OVER 5000	-	15,000.00	15,000.00	Budget for new generator for community outreach and new HPD building signs
001	010206	42706		POLICE DETENTION-JA	EQUIPMENT UNDER 5000.00	7,500.00	725.00	8,225.00	Budget to cover FY22 purchase
001	010207	42210		POLICE SURVEILLANCE	SERVICE/MAINT. CONTRACT	-	75,000.00	75,000.00	Budget to cover maintenance agreement with IPS
001	010207	43006		POLICE SURVEILLANCE	EQUIP OVER 5000.00	80,000.00	(50,000.00)	30,000.00	Transfer to 204 svc mtc contracts
001	010209	42601		PD CODE ENFORCEME	PROFESSIONAL SERVICES	75,000.00	210,000.00	285,000.00	Additional budget for Condemnations
001	010410	41101		ENGINEERING	SALARIES	422,947.20	47,000.00	469,947.20	additional budget to reclass Sr. Engineering Tech to Project Manager/Staff Engineer
001	010410	41111		ENGINEERING	FICA	32,040.14	3,595.50	35,635.64	additional budget to reclass Sr. Engineering Tech to Project Manager/Staff Engineer
001	010410	41112		ENGINEERING	PERA	65,781.13	6,486.00	72,267.13	additional budget to reclass Sr. Engineering Tech to Project Manager/Staff Engineer
001	010420	41101		GENERAL SVCS-GARA	SALARIES	481,936.00	40,000.00	521,936.00	additional budget for overhire of new building inspector
001	010420	41111		GENERAL SVCS-GARA	FICA	38,675.10	3,060.00	41,735.10	additional budget for overhire of new building inspector
001	010420	41112		GENERAL SVCS-GARA	PERA	72,454.90	5,520.00	77,974.90	additional budget for overhire of new building inspector
001 Total							481,942.00		additional budget for grant to senior center for legislative watch parties
170	174017	42321		OLDER AMERICANS FL	SPECIAL EVENTS AND PRIZES	9,800.00	2,000.00	11,800.00	
170 Total							2,000.00		
210	214021	42601	00323	LEGISLATIVE APPROP	LEG. APPROP - 1ST TEE	-	80,000.00	80,000.00	budget for grant awarded for youth sports programs including first tee in Hobbs and Lea County
210	214021	42601	00344	LEGISLATIVE APPROP	LEG APPROP - GUIDANCE CENTER	-	50,000.00	50,000.00	budget for grant to guidance center for projects, programs and guidance services for homeless persons in Hobbs
210	214021	42601	00345	LEGISLATIVE APPROP	LEG APPROP - SENIOR CENTER	-	100,000.00	100,000.00	budget for grant to senior center for programs, meals, transportation and operations

Bar #1 Detail

Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #1 Request	Total Budget	Comment
210	214021	42601	00346	LEGISLATIVE APPROP	LEG APPROP - BG CLUB	-	50,000.00	50,000.00	budget for grant to be used for youth development of boys and girls in Hobbs
210	214021	42601	00348	LEGISLATIVE APPROP	LEG APPROP - PDAP SUBSTANCE A	-	80,000.00	80,000.00	budget for grant to fund programs, services and counseling for drug and substance abuse in Hobbs
210	214021	44901	00347	LEGISLATIVE APPROP	LEG APPROP - ANIMAL SHELTER	-	200,000.00	200,000.00	budget for grant at Hobbs animal shelter for upgrade and repair
<b>210 Total</b>							<b>560,000.00</b>		
280	284028	42204		FIRE PROTECTION FUN	FUN UNIFORMS	39,969.88	45,000.00	84,969.88	Additional budget for Multisystem Jackets for all personnel
280	284028	42601		FIRE PROTECTION FUN	PROFESSIONAL SERVICES	128,500.00	20,000.00	148,500.00	Additional budget for Physical Ability Test for HFD
280	284028	43003		FIRE PROTECTION FUN	VEHICLE REPLACEMENT	127,556.26	25,000.00	152,556.26	Additional budget to purchase new Battalion Chief Vehicle
280	284028	43006		FIRE PROTECTION FUN	EQUIPMENT OVER 5000	135,314.31	80,000.00	215,314.31	Additional budget for new SCBA Fill System for Station 1
<b>280 Total</b>							<b>170,000.00</b>		
480	484048	44901	00046	STREET IMPROVEMEN	MISC. STREET/DRAINAGE IMPS.	235,407.50	300,000.00	535,407.50	Was not budgetted and typically \$300,000 annual on misc repairs / drainage improvements
480	484048	44901	00181	STREET IMPROVEMEN	DAL PASO REHABILITATION	-	350,000.00	350,000.00	Design Dollars for future grant application (requested grant funds for design - not awarded)
480	484048	44901	00284	STREET IMPROVEMEN	TRAFFIC SIGNAL COOP - HAWK SY	266,667.00	75,000.00	341,667.00	Additional funding due to increased material costs and contingency
480	484048	44901	00295	STREET IMPROVEMEN	Dal Paso Map Grant	112,344.70	700,000.00	812,344.70	City received NMDOT MAP grant for signal improvements at Dal Paso / Snyder & Dal Paso / Clinton
480	484048	44901	00348	STREET IMPROVEMEN	SR208 Navajo Bender - Roadway N	-	1,200,000.00	1,200,000.00	budget for grant for SR208 Navajo Bender Roadway Mitc
480	484048	44901	00349	STREET IMPROVEMEN	Grimes Street Improvements	-	350,000.00	350,000.00	design dollars for future grant application
<b>480 Total</b>							<b>2,975,000.00</b>		
600	604620	42522		PRODUCTION	DIESEL GENERATORS	2,000.00	30,719.00	32,719.00	additional budget for new service contracts generated by general serviced dept
<b>600 Total</b>							<b>30,719.00</b>		
610	614061	43006		JOINT UTILITY CONST.	EQUIP OVER 5000.00	102,466.11	50,000.00	152,466.11	additional budget to purchase new sewer line video camera inspection system.
610	614061	44901	00091	JOINT UTILITY CONST.	AUTOMATED METER READING SY	390,825.00	250,000.00	640,825.00	additional budget to purchase new automatic radio read water meters
610	614061	44901	00249	JOINT UTILITY CONST.	WATER SCADA PROJECT	-	59,670.00	59,670.00	budget to cover close out payment to alpha southwest for scada project
<b>610 Total</b>							<b>359,670.00</b>		
620	624062	44901	00097	WASTE WATER PLANT	SEWER LINE REPLACEMENT	8,875,244.91	1,400,000.00	10,275,244.91	2022 CAPITAL OUTLAY GRANT
<b>620 Total</b>							<b>1,400,000.00</b>		

Bar #1 Detail

Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #1 Request	Total Budget	Comment
630	634375	43015		BIOSOLIDS	UTILITY EQUIPMENT	449,328.00	40,000.00	489,328.00	additional budget for increased costs associated with materials to build machine and components (4 Wheel Drive Front loader for Biosolids)
<b>630 Total</b>							<b>40,000.00</b>		
830	834083	42203		HOBBS BEAUTIFUL FU	DUES AND SUBSCRIPTIONS	-	230.00	230.00	To budget for FY23 Clean & Beautiful Grant program
830	834083	42301		HOBBS BEAUTIFUL FU	SUPPLIES	223.31	8,000.00	8,223.31	To budget for FY23 Clean & Beautiful Grant program
830	834083	42357		HOBBS BEAUTIFUL FU	ADVERTISING	207.34	5,000.00	5,207.34	To budget for FY23 Clean & Beautiful Grant program
<b>830 Total</b>							<b>13,230.00</b>		
<b>Grand Total</b>							<b>6,032,561.00</b>		



Bar #1 Detail

Fund		Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #1 Request	Total Budget	Comment
Expense Transfers										
Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #1 Request	Total Budget	Comment	Comment
001	010203	43001		POLICE CRIMINAL INV	COMPUTER/COMP EQUIPMENT C	18,075.00	(5,000.00)	13,075.00	transfer to equipment under 5000	
001	010203	42706		POLICE CRIMINAL INV	EQUIPMENT UNDER 5000.00	-	5,000.00	5,000.00	transfer for rechargeable batteries(\$500), battery replacements(\$750), laser for shooting reconstruction(\$500), gel lifts (\$500) and camera replacement (\$2500)	
001	010203	42701		POLICE CRIMINAL INV	COMPUTER/COMP EQUIPMENT	5,000.00	(3,000.00)	2,000.00	transfer to uniforms	
001	010203	42204		POLICE CRIMINAL INV	UNIFORMS	8,500.00	3,000.00	11,500.00	transfer to purchase uniforms for Crime Scene Techs	
001	010204	42210		POLICE SUPPORT	SERVICE/MAINT. CONTRACT	348,500.00	(75,000.00)	273,500.00	transfer to professional services	
001	010204	42601		POLICE SUPPORT	PROFESSIONAL SERVICES	-	75,000.00	75,000.00	transfer for contract encumbrance for training	
001	010204	42210		POLICE SUPPORT	SERVICE/MAINT. CONTRACT	348,500.00	90,000.00	438,500.00	transfer from eagle prof svc and equip under	
001	010207	42601		POLICE SURVEILLANCE	PROFESSIONAL SERVICES	60,000.00	(30,000.00)	30,000.00	transfer to service mtc for utility contract	
001	010207	42706		POLICE SURVEILLANCE	EQUIP UNDER 5000.00	100,000.00	(60,000.00)	40,000.00	transfer to service mtc for utility contract	
001	010420	43003		GENERAL SVCS-GARAGE	VEHICLE REPLACEMENT	45,000.00	(4,000.00)	41,000.00	transfer to uniforms	
001	010420	42204		GENERAL SVCS-GARAGE	UNIFORMS	3,500.00	4,000.00	7,500.00	transfer from capital for black/navy shirts; new employee uniforms	
001	010423	42246		STREETS/HIGHWAYS	MODIFIED ASPHALT MATERIAL	20,000.00	(1,500.00)	18,500.00	transfer to travel	
001	010423	42302		STREETS/HIGHWAYS	TRAVEL MEALS AND SCHOOLS	500.00	1,500.00	2,000.00	infrastructure Conference Alb. Oct. 2022	
001	010423	44901	00148	STREETS/HIGHWAYS	PAVING REHABILITATION	2,092,403.15	(65,000.00)	2,027,403.15	transfer to vehicle replacement	
001	010423	43003		STREETS/HIGHWAYS	VEHICLE REPLACEMENT	234,000.00	65,000.00	299,000.00	replace sweeper funds reallocated for new crack seal machine	
001	010421	42501		BUILDING MAINTENANCE	BUILDING AND GROUNDS	40,000.00	(2,000.00)	38,000.00	transfer to service alarms	
001	010421	42719		BUILDING MAINTENANCE	SERVICE ALARMS	10,000.00	2,000.00	12,000.00	for movement of alarm monitoring system to new company	
001	010202	41101		POLICE PATROL	SALARIES - CERTIFIED	3,981,702.40	(26,000.00)	3,955,702.40	reclass to incentives budget per cba	
001	010202	41140	00350	POLICE PATROL	HONOR GUARD INCENTIVE	-	6,000.00	6,000.00	reclass to incentives budget per cba	
001	010202	41140	00351	POLICE PATROL	VMO TECH INCENTIVE	-	2,000.00	2,000.00	reclass to incentives budget per cba	
001	010202	41140	00352	POLICE PATROL	K-9 HANDLER INCENTIVE	-	8,000.00	8,000.00	reclass to incentives budget per cba	
001	010202	41140	00353	POLICE PATROL	DRUG RECOGNITION EXPERT INCENTIVE	-	6,000.00	6,000.00	reclass to incentives budget per cba	
001	010202	41140	00354	POLICE PATROL	DRONE OPERATOR INCENTIVE	-	2,000.00	2,000.00	reclass to incentives budget per cba	
001	010202	41140	00355	POLICE PATROL	INTOXILYZER INCENTIVE	-	2,000.00	2,000.00	reclass to incentives budget per cba	
001	010203	41101		POLICE CRIMINAL INV	SALARIES - CERTIFIED	1,488,406.40	(12,000.00)	1,476,406.40	reclass to incentives budget per cba	
001	010203	41140	00350	POLICE CRIMINAL INV	HONOR GUARD INCENTIVE	-	2,000.00	2,000.00	reclass to incentives budget per cba	
001	010203	41140	00354	POLICE CRIMINAL INV	DRONE OPERATOR INCENTIVE	-	4,000.00	4,000.00	reclass to incentives budget per cba	
001	010203	41140	00356	POLICE CRIMINAL INV	CRASH RECOGNITION INCENTIVE	-	6,000.00	6,000.00	reclass to incentives budget per cba	
001	010204	41101		POLICE SUPPORT	SALARIES - CERTIFIED	1,577,409.60	(10,000.00)	1,567,409.60	reclass to incentives budget per cba	
001	010204	41140	00350	POLICE SUPPORT	HONOR GUARD INCENTIVE	-	6,000.00	6,000.00	reclass to incentives budget per cba	
001	010204	41140	00354	POLICE SUPPORT	DRONE OPERATOR INCENTIVE	-	2,000.00	2,000.00	reclass to incentives budget per cba	
001	010204	41140	00357	POLICE SUPPORT	POLYGRAPH INCENTIVE	-	2,000.00	2,000.00	reclass to incentives budget per cba	
001	010207	41101		POLICE SURVEILLANCE	SALARIES	412,755.20	(4,000.00)	408,755.20	reclass to incentives budget per cba	

Bar #1 Detail

Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #1 Request	Total Budget	Comment
001	010207	41140	00351	POLICE SURVEILLANCE	VMO TECH INCENTIVE	-	2,000.00	2,000.00	reclass to incentives budget per cba
001	010207	41140	00354	POLICE SURVEILLANCE	DRONE OPERATOR INCENTIVE	-	2,000.00	2,000.00	reclass to incentives budget per cba
270	274027	42357		PUBLIC TRANSPORTATION	ADVERTISING	24,000.00	(889.00)	23,111.00	reclass to insurance
270	274027	42225		PUBLIC TRANSPORTATION	INSURANCE-AUTOMOBILE LIABILITY	7,000.00	889.00	7,889.00	reclass to cover full premium for vehicle insurance
							-		
							-		
							-		
							-		
<b>Revenue</b>									
Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #1 Request	Total Budget	Comment
170	179999	30701		OLDER AMERICAN REVENUE	STATE GRANTS	-	(2,000.00)	(2,000.00)	budget for grant to fund legislative watch parties at the senior center
<b>170 Total</b>							<b>(2,000.00)</b>		
210	219999	30718	00323	LEGISLATIVE APPROP	LEG APPROP. - 1ST TEE	(75,000.00)	(80,000.00)	(155,000.00)	budget for grant awarded for youth sports programs including first tee in Hobbs and Lea County
210	219999	30718	00344	LEGISLATIVE APPROP	LEG APPROP - GUIDANCE CENTER	-	(50,000.00)	(50,000.00)	budget for grant to guidance services for homeless persons in Hobbs
210	219999	30718	00345	LEGISLATIVE APPROP	LEG APPROP - SENIOR CENTER	-	(100,000.00)	(100,000.00)	budget for grant to senior center for programs, meals, transportation and operations
210	219999	30718	00346	LEGISLATIVE APPROP	LEG APPROP - BG CLUB YOUTH DEVELOPMENT	-	(50,000.00)	(50,000.00)	budget for grant to be used for youth development of boys and girls in Hobbs
210	219999	30718	00347	LEGISLATIVE APPROP	LEG APPROP - ANIMAL SHELTER	-	(200,000.00)	(200,000.00)	budget for grant at Hobbs animal shelter for upgrade and repair
210	219999	30718	00348	LEGISLATIVE APPROP	LEG APPROP - PDAP SUBSTANCE ABUSE	-	(80,000.00)	(80,000.00)	budget for grant to fund programs, services and counseling for drug and substance abuse in Hobbs
<b>210 Total</b>							<b>(560,000.00)</b>		
480	489999	30702	00348	STREET IMPROVEMENT	SR208 Navajo Bender - Roadway Maintenance	-	(950,000.00)	(950,000.00)	budget for grant for SR208 Navajo Bender Roadway Maintenance
<b>480 Total</b>							<b>(950,000.00)</b>		
620	629999	30701	00097	WWTW CONST REVENUE	SEWER LINE REPLACEMENT	(13,107.66)	(1,400,000.00)	(1,413,107.66)	2022 CAPITAL OUTLAY GRANT (NEED COPY OF THE GRANT)
<b>620 Total</b>							<b>(1,400,000.00)</b>		
830	839999	30752		HOBBS BEAUTIFUL REVENUE	STATE GRANTS 83	(10,462.28)	(10,503.00)	(20,965.28)	To budget for FY23 Clean & Beautiful Grant program
<b>830 Total</b>							<b>(10,503.00)</b>		
<b>Grand Total</b>							<b>(2,922,503.00)</b>		

Bar #1 Detail

Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #1 Request	Total Budget	Comment
<b>Transfers</b>									
660	669999	30824		JOINT UTILITY WATER	TRANSFER TO - 60	345,507.63	30,719.00	376,226.63	
600	609999	30845		WATER REVENUE	TRANSFER FROM - 66	(345,507.63)	(30,719.00)	(376,226.63)	
660	669999	30825		JOINT UTILITY WATER	TRANSFER TO - 61	2,674,936.09	359,670.00	3,034,606.09	
610	619999	30846		JOINT UTILITY CONST	TRANSFER FROM - 66	(2,674,936.09)	(359,670.00)	(3,034,606.09)	
650	659999	30822		JOINT UTILITY WWTP	TRANSFER TO - 63	690,752.14	40,000.00	730,752.14	
630	639999	30844		WWTP REVENUE	TRANSFER FROM - 65	(690,752.14)	(40,000.00)	(730,752.14)	
							-		

Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #1 Request	Total Budget	Comment			
<b>Payroll Reclasses</b>												
					OCTOBER 2022 FY23 BAR 1							
Emp #	POSITION	DESCRIPTION	STATUS	# OFEMP	CLASS	GROUP	LOCATION	PERSONNEL STATUS	FIE %	MAX EMPLOYEES	HOURLY WAGE	YEARLY SALARY
<b>Change Affecting HPD</b>												
3369	20204001	POLICE PURCHASING AND SUPPLY SPECIALIST	A	1	OS07/206	OSS/206	0202	FN	1.00	1.0000	\$25.90	\$53,872.00
		(WILL BE DEACTIVATED AFTER BAR TRANSFER)										
			OS07	\$53,872.00								
			OS07	\$53,872.00								
			Difference	\$0.00								
3369	20114001	POLICE PURCHASING AND SUPPLY SPECIALIST	A	1	OS07/206	OSS/206	0201	FN	1.00	1.0000	\$25.90	\$53,872.00
		(NEW POSITION)										
<b>CHANGING BUDGETED DIVISIONS</b>												
5125	20202021	POLICE OFFICER	A	1	300/P17B	PU/P17B	0202	FN	1.00	1.0000	\$31.97	\$66,497.60
		(WILL BE DEACTIVATED AFTER BAR TRANSFER)										
			300/P17B	\$66,497.60								
			300/P17B	\$66,497.60								
			Difference	\$0.00								
5125	20402011	POLICE OFFICER - SRO	A	1	300/P17B	PU/P17B	0204	FN	1.00	1.0000	\$31.97	\$66,497.60
		(NEW POSITION)										
<b>CHANGING BUDGETED DIVISIONS</b>												



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 3, 2022

**SUBJECT:** RESOLUTION AUTHORIZING THE CITY OF HOBBS TO CONTRACT WITH SAFE HAVEN BABY BOXES, INC. FOR THE LEASING OF A SURRENDER SAFETY DEVICE AND THE CORRESPONDING SERVICES ASSOCIATED WITH THE SURRENDER SAFETY DEVICE.

**DEPT. OF ORIGIN:** City Manager's Office  
**DATE SUBMITTED:** September 27, 2022  
**SUBMITTED BY:** Manny Gomez, City Manager

**Summary:** The Resolution authorizes the City of Hobbs to contract with Safe Haven Baby Boxes, Inc., an Indiana non-profit corporation ("SHBB") for a one (1) year term with a three (3) year option to renew upon mutual assent in writing of the parties to the terms, fees, and conditions, for services associated to the proper certification and maintenance of the surrender safety device.

The Agreement provides for the leasing of the surrender safety device and associated services. At all times, the surrender safety device will remain the property of SHBB.

The first year of having a safety surrender device delivered to the City, installed, maintained, equipped with an alarm system, and leased, will amount to approximately \$21,000. The recurring annual costs associated with maintaining the surrender safety device will be \$1,800, from which \$300 would be paid as an annual fee service to SHBB pursuant to the Agreement.

The initial fee associated with the Agreement with SHBB totals \$11,000. As part of said Agreement, SHBB will waive the aforementioned \$11,000, if and only if, donations covering said amount are made directly to SHBB for that purpose.

Furthermore, the Local Government Division of the State of New Mexico has recently agreed to grant the City of Hobbs with \$10,000, which are intended to be used to plan, design, construct, equip, and install the surrender safety device. This Grant will help cover the remaining costs associated with the surrender safety device as permitted by the Grant.

**Fiscal Impact:** Recurring costs are estimated at \$1,800.00. Expected Grant monies and donations would offset the majority of the recurring costs.

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

  
Finance Department

**Attachments:**  
Resolution and Lease and Service Agreement.

**Legal Review:**

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

  
City Attorney

**Recommendation:**  
The Commission should consider adopting the attached 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. 7262

A RESOLUTION AUTHORIZING THE CITY OF HOBBS TO CONTRACT WITH SAFE HAVEN BABY BOXES, INC. FOR THE LEASING OF A SURRENDER SAFETY DEVICE AND FOR THE CORRESPONDING SERVICES ASSOCIATED WITH THE SURRENDER SAFETY DEVICE.

WHEREAS, the Safe Haven for Infants Act (NMSA § 24-22-1 (1978)) was enacted by the State of New Mexico Legislature and has been in effect since 2001; and

WHEREAS, the purpose of the Safe Haven for Infants Act is to promote the safety of infants and to immunize a parent from criminal prosecution for leaving an infant, ninety days of age or less, at a safe haven site; and

WHEREAS, the City of Hobbs is committed to protecting the lives of infants; and

WHEREAS, it is in the best interest of the public health, welfare, and safety of the City of Hobbs' inhabitants to prevent the unsafe surrenders of infants; and

WHEREAS, Safe Haven Baby Boxes, Inc., is the only provider known to the City of Hobbs to provide for the leasing of surrender safety devices; and

WHEREAS, the City of Hobbs should enter into a reasonable contractual agreement with Safe Haven Baby Boxes, Inc. as it is in the best interest of the public health, welfare, and safety of the inhabitants of the City of Hobbs; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, that the City Commission hereby supports entering into a contractual agreement with Safe Haven Baby Boxes, Inc. for the lease of a surrender safety device and the receipt of associated services;

PASSED, ADOPTED AND APPROVED this 3rd day of October, 2022.

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

ATTEST:

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



## LEASE AND SERVICE AGREEMENT

**THIS LEASE AND SERVICE AGREEMENT** (“Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between Safe Haven Baby Boxes, Inc., an Indiana non-profit corporation (“SHBB”) and the City of Hobbs, New Mexico (“Provider”).

### RECITALS

**WHEREAS**, SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices (“Safety Device”) (as that term is defined under New Mexico law), and awareness related to preventing child abandonment;

**WHEREAS**, Provider desires to install a Safety Device on Provider’s premises and SHBB wishes to lease a Safety Device to Provider at Provider’s premises as defined herein;

**WHEREAS**, NMSA 1978 Section 24-22-1.1, the Safe Haven for Infants Act, provides certain protections by way of limited immunity for safe haven sites and their staff;

**WHEREAS**, Provider desires to lease a Safety Device from SHBB and have it installed on Provider’s premises (the “Premises”);

**WHEREAS**, SHBB is agreeable to placing a Safety Device on the Provider’s premises and undertaking certain services in relation thereto;

**WHEREAS**, Provider has consulted its legal, financial, and insurance related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the placement of a Safety Device.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals which are incorporated by reference and made a part of this Agreement, the mutual terms and promises contained herein and for other good and valuable consideration, the parties agree as follows

**Section 1. Installation.** SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the Premises of Provider. Delivery of the Safety Device shall be the expense of the Provider. SHBB has the option at any time to oversee the installation of the Safety Device and advice as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement and on the operation of and protocols for the Safety Device. SHBB and Provider agree to cooperate with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider’s facility. Provider is to pay for all installation costs and expenses for labor and/or materials. Provider is responsible for compliance with all applicable federal, state, and municipal or local

laws, rules, and regulations, and all laws, rules, and regulations pertaining to permitting requirements for the installation of the Safety Device. Provider further agrees to abide by the policies and procedures for installation, operation, and maintenance of the Safety Device as outlined in **Exhibit “A”** (the “Policies and Procedures”) of this Agreement, which is hereby incorporated herein and made a substantive part of this Agreement by reference.

**Section 2. Services by SHBB.** SHBB shall provide annual services related to the performance of this Agreement. Such services shall include:

- A. Providing educational materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider;
- B. Operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto;
- C. Educating emergency services personnel related to use of the Safety Device;
- D. Providing educational information to the general public regarding the location and awareness of the Safety Device at the Provider’s facility as well as other educational resources related to child welfare advocacy and safe haven law awareness;
- E. Provide at minimum an annual inspection and perform maintenance on the Safety Device; and;
- F. Exclusively repair or replace parts if/when the Safety Device is malfunctioning at expense of Provider as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement (collectively Subsections A-F hereinafter referred to as the “Services”). SHBB shall work with Provider to finalize the repair or replacement of parts within 30 days of SHBB having knowledge of said need.

**Section 3. Lease and Service Term.** The term of this Agreement shall be for a one (1) year term with a three (3) year option to renew upon mutual assent in writing of the parties to the terms, fees, and conditions. This, unless terminated in accordance with the terms of this Agreement or as otherwise agreed to by the Parties. SHBB agrees to waive the initial fee of Eleven Thousand and 00/100 Dollars (\$11,000.00) contingent on SHBB directly receiving a donation or donations which cover the \$11,000 initial fee prior to the delivery of the baby box at the Provider’s premises.

**Section 4. Consideration.** In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider agrees to pay SHBB an initial fee of Eleven Thousand and 00/100 Dollars (\$11,000.00), unless otherwise agreed to by the parties under Section 3 of this Agreement. Additionally, Provider shall pay an annual fee of Three Hundred and 00/100 Dollars (\$300.00) as further detailed in Exhibit B. The foregoing fees and expenses include, but are not limited to, the services and expenses listed in the Services, Fees, and

Expenses Schedule attached hereto as **Exhibit “B”** which is hereby incorporated herein and made a substantive part of this Agreement by reference.

**Section 5. Obligations of Provider.** In addition to any and all other obligations of the Provider set forth herein, Provider shall:

- A. Follow all policies and procedures governing the use of the Safety Device as provided by SHBB, which may change from time to time. SHBB shall provide at least thirty (30) days prior written notice to Provider for any changes or additions to its policies and/or procedures. Provider shall have thirty (30) days to review any changes to the policies and/or procedures relating to this Agreement and to notify SHBB if Provider accepts such updated/new policies/procedures. If Provider does not tender written Notice to SHBB that it does not agree to the new changes within thirty (30) days of receipt of same, then Provider agrees to said changes and any such changes shall become a substantive part of this Agreement. Provider and SHBB agree to negotiate any rejected changes or additions to the extent possible. Any revised changes or additions to the policies and/or procedures must comply with the then current laws of the State of New Mexico. For any rejected changes/additions to the policies and/or procedures arising herein or relating to this Agreement that cannot be negotiated/agreed to after a good faith attempt to do so, the pre-existing version shall remain in effect or this Agreement may be terminated. Such policies and procedures are included as Exhibit A to this Agreement and, by way of Provider’s signature hereto, shall evidence Provider’s acknowledgment and receipt of the Policies and Procedures.
- B. Provider agrees to comply with New Mexico and Federal law pertaining to the operation, maintenance, installation, and removal of the Safety Device.
- C. Provider agrees to maintain the Safety Device in good working order, the costs of which are to be borne by Provider.
- D. Provider agrees to not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Exhibit A in any manner whatsoever without the prior written approval of SHBB.
- E. Provider agrees to use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Exhibit A in any manner whatsoever without prior written approval by SHBB.
- F. Provider agrees to immediately notify SHBB of any damage, alteration, and/or modification to the Safety Device.
- G. Provider shall refer to the Safety Device as a “Safe Haven Baby Box” or “Baby Box.”

- H. Provider agrees to accept complete liability for any and all damages attributed to any and all unapproved alterations and/or modifications to the Safety Device made by Provider and any and all damages attributed to unapproved alterations and/or modifications to accompanying parts of the Safety Device, including required signage/materials made by Provider. Provider agrees to accept complete liability for modifications to the Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party.
- I. Provider shall procure and maintain twenty-four (24) hour alarm monitoring of the Safety Device at all times in accordance with directions for the same from SHBB and shall confirm with SHBB that such service is acceptable.
- J. Should the alarm monitoring service be disconnected for any reason, or should the Safety Device malfunction in any other way, Provider shall immediately notify SHBB of said malfunction and shall secure the Safety Device and ensure it is not available for public use by locking its exterior door and removing all signage and material related to its use and functionality. Further, should the Safety Device malfunction, Provider agrees that it will post signage that the Safety Device is presently unavailable and Provider agrees that it will keep the Safety Device secured and closed to the public until SHBB approves the Safety Device to be reopened to the public for public use as a Safety Device.
- K. Provider agrees that SHBB may, but is not required to, inspect the Safety Device at any time including, but not limited to: to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems.
- L. Provider acknowledges and agrees to maintain current knowledge of any changes to said New Mexico State Law or Federal law governing the Safety Device and acknowledges and agrees to operate and maintain the Safety Device in accordance with the most recent version of said State and Federal laws.
- M. Provider shall bear the cost of operating, maintaining, removing, repairing and/or otherwise modifying (modifications subject to approval of SHBB) the Safety Device.
- N. **IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT**

**PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.**

**Section 6. Representations and Warranties.**

- A. Representations & Warranties of Provider. Provider represents and warrants that the undersigned is a duly acting and authorized agent of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a reasonable investigation into the laws and regulations governing the applicable jurisdiction within which it intends to place the Safety Device and has confirmed that such placement and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order, or other similar governmental controls.
- B. Representations & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB represents and warrants that it has full ownership of the Safety Device. SHBB also represents and warrants the Safety Device for the particular purpose and specific use as a Safety Device under Indiana Safe Haven Laws. SHBB further warrants based upon current knowledge that the Safety Device will be in good working order upon delivery and free of defects. SHBB further warrants it owns (or has an assignable license to use) all intellectual property rights associated therewith and that the design and manufacture of the Safety Device is currently in compliance with applicable laws, ordinances, governmental regulations, or other such governmental certifications
- C. **SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.**

**Section 7. Insurance.** Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and a \$2,000,000 limit umbrella coverage related to the Safety Device's placement and operation in or about Provider's facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This

insurance policy need not be a separate policy solely because of this Agreement but, rather, will be part of the Provider's general liability and umbrella policies.

**Section 8. Responsibilities for Legal Expenses.** Each party agrees to be responsible for their own expenses arising from any legal claim related to this Agreement. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**Section 9. Termination.** Provider may terminate this Agreement upon sixty (60) days prior written notice from Provider to SHBB prior to the end of the Term, otherwise this Agreement shall renew for a successive Term. In accordance with the terms of this Agreement, Provider and/or SHBB may terminate this Agreement on notice of a change of policies and procedures by SHBB that Provider did not previously agree to after a good faith attempt has been made to negotiate the change or addition to the policies and/or procedures arising herein or relating to this Agreement; however, a required change of policy or procedure pursuant to compliance with a New Mexico State or Federal law shall not be grounds to terminate this Agreement. SHBB may terminate this Agreement for any reason specified under Section 10, below. At the point of termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed \$500.00 and unless the termination of this Agreement was effectuated under Section 10 below, in which case the cost hereunder shall be borne by Provider.

#### **Section 10. Remedies.**

- A. Option to Cure.** Any uncured breach of this Agreement by Provider, after written notice from SHBB to Provider and a thirty (30) day opportunity to cure, shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device. Such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) day period upon SHBB's review and report, Provider may have an additional thirty (30) days to cure any breach. If Provider fails to cure any breach of this Agreement after two (2) attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement. Any breach of this Agreement by Provider

which has not been cured by Provider within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense.

**Section 11. Ownership of Safety Device.** Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB and this Agreement is merely a services and lease agreement. Provider does not have any ownership interest in the Safety Device. Provider shall not lease, sell, or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

**Section 12. Disclaimer and Limitation of Warranties.** SHBB IS NOT THE MANUFACTURER OF THE SAFETY DEVICE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE, OR NON-INFRINGEMENT OF THE SAFETY DEVICE. WITH RESPECT TO THE SAFETY DEVICE, PROVIDER ACCEPTS IT "AS IS." THE SAFETY DEVICE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO SHBB AND/OR PROVIDER BY THE SAFETY DEVICE MANUFACTURER AND/OR AVAILABLE BY THE SAFETY DEVICE'S COMPOSITE PARTS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE TERM(S) OF THIS AGREEMENT, UNLESS OTHERWISE STATED OR PROVIDED FOR HEREIN OR PROVIDED BY LAW.

SHBB neither assumes nor authorizes any other business organization, entity, or person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume it, or any other liability in connection with the construction, use, operation, installment, removal, maintenance, or lease of the Safety Device. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or any and all improvements, restoration, repair, remodel, modifications, and/or any other construction work on the Safety Device of any kind, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse, use or misuse of same which are not approved of by SHBB and/or agreed to by SHBB. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

**Section 13. Notice.** Any notices requests, demands, waivers and other communications given as provided in this Agreement will be in writing and will be deemed to have been given if delivered in person (including by Federal Express or other personal delivery service), or mailed by certified or registered mail, postage prepaid, and addressed to at the following addresses:

Notice to SHBB:	Monica Kelsey
	P.O. Box 185
	Woodburn, IN 46797

Notice to Provider:                   City Manager  
  City of Hobbs  
  200 E. Broadway  
  Hobbs, NM 88240

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

**Section 14. Assignability.** This Agreement is binding and benefits the successors and assignees of the Provider, which includes any and all originations/entities or persons with which the Provider may dilute, merge or consolidate, or to which it may transfer substantially all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld.

**Section 15. Governing Law/Jurisdiction.** The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of New Mexico and New Mexico courts. Should any dispute arise out of or relating to this Agreement and any of its incorporated parts, Parties agree that said dispute may exclusively be litigated in state or federal court in of the State of New Mexico. Each Party waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each Party agrees and acknowledges that any term not defined herein shall be construed to have its every-day, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either Party.

**Section 16. Integration/Entire Agreement.** This Agreement, along with the attached Exhibits hereto represents the entire expression of the final agreement of the parties and supersedes all previous and contemporaneous communications or agreement regarding the subject matter hereof. Provider by its signature below hereby acknowledges that Provider agrees to be bound by the terms and conditions and policies and procedures set forth in this Agreement as may be updated from time to time and agreed to in accordance with the terms of this Agreement. Any additional terms or conditions contained in purchase orders or other forms not incorporated into this Agreement are expressly rejected by Provider and shall not be binding, unless Provider agrees to them in a writing signed by both parties.



**Section 17. No Oral Modification.** No change, modification, extension, termination, or waiver of this Agreement or any of its incorporated documents or parts, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representative of the parties.

**Section 18. Waiver.** No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the parties to be charged and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.

**Section 19. Severability.** In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not be affected as a whole.

**Section 20. Time of the Essence.** The Parties expressly recognize that time is of the essence in the performance of their respective obligations under this Agreement and that each Party is relying on the timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performance by the other party.

**Section 21. Tort Claims Immunity.** Provider shall be subject in all cases to the immunities, provisions and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA. 1978 comp. and Section 57-7-1 NMSA. 1978 comp) and any amendments thereto.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed and be effective on the date first written above.

**Safe Haven Baby Boxes, Inc.**

By: \_\_\_\_\_  
Monica Kelsey, Founder/CEO  
Safe Haven Baby Box, Inc.

**Provider**

**City of Hobbs**

By: \_\_\_\_\_  
Manny Gomez, City Manager  
City of Hobbs

## EXHIBIT A

### SAFE HAVEN BABY BOXES, INC. POLICIES AND PROCEDURES

#### I. Purpose:

- A. Safe Haven Baby Boxes, Inc.'s product is the Baby Box. A Baby Box is a safety device provided for under Indiana Safe Haven Law and legally permits a parent in crisis to safely, securely, and anonymously surrender his or her newborn. A Baby Box is installed in an exterior wall of a designated fire station or hospital. It has an exterior door that automatically locks upon placement of a newborn inside the Baby Box and an interior door which allows a medical staff member to secure the surrendered newborn from inside the designated building.

#### II. Policies:

- A. A Provider is a hospital or site, such as a volunteer fire department, staffed by an emergency services provider on a twenty-four (24) hour, seven (7) day a week basis and provides a legal location and maintenance for a Safe Haven Baby Box where a newborn may be dropped off by a person who wishes to relinquish custody under the Safe Haven Law of the applicable jurisdiction.
- B. The Baby Box is designed with three independent alarms and is activated:
  1. When the door is accessed from the outside.
  2. When the newborn is placed in the box and activates the motion sensor.
  3. When electrical failure occurs to the Baby Box.

#### III. Generic procedures when the Baby Box is Activated:

- A. Emergency Personnel, including, Firefighters, Police Officers, EMT's, and Paramedics must perform the act of retrieving a newborn and taking said newborn into custody when he or she is voluntarily placed in a Box and the parent does not express an intent to return for the newborn.
- B. Emergency Personnel who take custody of a newborn shall perform any act necessary to protect the child's health and safety.
- C. Emergency Personnel must respond every time an alarm is activated at the Baby Box to verify whether a newborn has been dropped off.
- D. Emergency personnel may access the Baby Box on the inside of the Provider's building. An alarm is activated to signal 911 when the door is opened and the newborn may be inside the door area on the prepared bed area.
- E. Newborns will be evaluated by medical personnel at the location and immediately transported to the closest hospital for further evaluation. The

evaluation at the hospital will include screenings and examinations by physicians as necessary.

- F. EMS transporting newborn to hospital will notify the hospital personnel that this was a Safe Haven Baby Box newborn surrendered under the current Safe Haven Law.
- G. The hospital supervisor will notify the appropriate state agency and have a social services consult order placed.

#### **IV. Additional Procedures for designated Providers:**

- A. All Baby Boxes must be leased from Safe Haven Baby Box, Inc. and may not be re-sold. All Baby Boxes shall remain the property of Safe Haven Baby Box, Inc. throughout each and every Term of any Agreement between Provider and Safe Haven Baby Box, Inc.
- B. To support the education of, and to avoid confusion in the market, the Baby Box may not be rebranded or called anything but a "Safe Haven Baby Box", a "Baby Box", or referred to as a "Box".
- C. Each Provider will maintain uniform signage purchased from Safe Haven Baby Boxes, Inc. at its own expense. Any additional signage must have prior approval from Safe Haven Baby Boxes, Inc.
- D. The Baby Box will be delivered in accordance the following:
  - i Initial fee has been paid to Safe Haven Baby Boxes.
  - ii The Provider location is able to agree to install, test, train personnel, and schedule the unveiling / blessing within sixty (60) days of receipt of the Baby Box.
  - iii Provider understands delivery of the Baby Box will be scheduled 4 to 6 weeks after payment is received and with mutual agreement of the installation and unveiling / blessing dates.
- E. The Baby Box will not be announced to the public or otherwise discussed with third parties or go "live" prior to the official unveiling/blessing of the Baby Box, which will be agreed upon prior to "going live".
- F. The "Go-Live" date will be determined after the following:
  - i Installation is completed and the alarm system is ready for testing.
  - ii Seven consecutive days of successful alarm testing is completed.
  - iii Training of staff is completed.
  - iv Final Inspection is completed.
- G. Each Provider must maintain security monitoring at its own expense and may not turn off security monitoring without giving Safe Haven Baby Boxes, Inc. sixty (60) days' notice.
  - i If a Provider has the service discontinued without Safe Haven Baby Boxes, Inc.'s knowledge, the location is subject to liability.
  - ii Pending notice or drop of security monitoring, Safe Haven Baby Box, Inc. will uninstall the non-conforming location.

- H. Each Provider will provide medical information and a copy of parents' rights located in a bag inside the Baby Box. The bag is to be placed on the medical bassinet and leaning against the outside door.
- I. Each Provider must test the security/alarm system on the Baby Box at least once a week. Provider must keep a log or record of tests and submit the log or record to Safe Haven Baby Boxes, Inc. quarterly and upon the demand of Safe Haven Baby Box, Inc. The log or record shall list at least the name of the persons testing the Baby Box, the date tested, and the result of the test.
- J. Provider will ensure that no video monitoring will occur around the part of the building containing or facing the Baby Box.
- K. Provider must perform daily checks of the Baby Box to ensure the presence of a clean fitted bassinet sheet and a blanket.
- L. Provider must ensure a climate-controlled environment inside the Baby Box maintains a reasonable temperature for a newborn.
- M. Each Provider is responsible for training personnel on the use, features, and procedures of the Baby Box. Provider can contact Safe Haven Baby Box, Inc. for group training services.
- N. After retrieving a newborn from the Baby Box, the Provider must verify that the door to the Baby Box is secured and closed.
- O. After retrieving a newborn from the Baby Box, the Provider must reset the alarm system after deactivation.
- P. All safe surrenders are required to be reported to Safe Haven Baby Boxes, Inc. by phone at 260-750-3668 and to the Local Child Youth and Families Department (CYFD) within two (2) hours of the surrender.
- Q. In the event that the Agreement with Safe Haven Baby Boxes, Inc. is terminated for whatever reason, Provider is responsible for all costs and expenses of removing respective Baby Boxes at Provider location(s).
- R. Provider is to use best efforts to secure the integrity and good working function of the Baby Box at all times, including upon removal of any Baby Box, if necessary. Damage to Provider's leased Baby Box(es) is compensable to Safe Haven Baby Boxes, Inc. by Provider. Provider is to reimburse Safe Haven Baby Boxes, Inc. for any and all damage to the Baby Box during the pendency of the Agreement and any termination or expiration of it. Any such reimbursements are to be sent within thirty (30) days to the name and address listed in the Notice provision of the Agreement.

**V. Documentation (Documents & Forms):**

- A. Documents
  1. Weekly Safe Haven Baby Box alarm system checks
  2. All Safe Surrenders by date and time

**EXHIBIT B**  
**SAFE HAVEN BABY BOXES, INC.**  
**SERVICES, FEES, AND EXPENSES SCHEDULE**

**Initial Fee: \$11,000**

1. "Pre-installation" Services:
  - a. Examination of location
  - b. Administrative/Legal resources
  - c. Consultation on programs
  - d. Assistance with raising funds to support the cost of the box (optional)
2. Installation Services:
  - a. Inspection of installation
  - b. Training to all emergency personnel
3. Post Installation Services:
  - a. Marketing of the box
  - b. 24/7 hotline available to the community
  - c. Advertising of the box
  - d. Efforts to support raising awareness on a local, state, and national level supporting the box in each community

**Annual Fee: \$300**

1. Annual Fee Services
  - a. Recertification of the box by a licensed contractor
  - b. Maintenance of box from expected use
  - c. Unlimited repairs and parts replacement as a result of a malfunction and not as a result of negligence or vandalism.

**OTHER FEES NOT INCLUDED IN INITIAL FEE: (Estimated at \$5,000-\$7,500)**

*\*Fees vary based on location and/or services donated by local community members. The below items are estimates and not a guarantee of cost.*

1. Delivery: Minimum \$500.00. Cost based on location and transportation from Indiana. You can pick up at our Fort Wayne IN manufacturing facility to waive the delivery charge. (Must be pre-scheduled)
2. Installation: Labor and materials~\$2,000-\$3,500 (Location may be able to get this donated)
3. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the baby box)~\$1,200
4. Annual Alarm Service: Annual fee for monitoring~\$300 annually paid by location to Alarm Company
5. Permits or other requirements prior to construction. (varies)



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 3, 2022

SUBJECT: RESOLUTION TO APPROVE THE FINAL PLAN FOR LIBERTY CROSSING SUBDIVISION UNIT 2. Located southeast of the intersection of Glorietta and Jefferson within the municipal boundaries, submitted by ALJO, LLC.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: September 26, 2022
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Final Plan for Liberty Crossing Subdivision Unit 2 is submitted by ALJO, LLC. The subdivision is located southeast of the intersection of Glorietta and Jefferson within the municipal boundaries. The subdivision encompasses +/- 11.56 acres and will contain 53 single family residential lots. The Planning Board approved the Final Plans for this Subdivision on September 20, 2022 with a vote of 4 to 0. The Municipality is in receipt of an Engineer of Record Certification concerning the installation of infrastructure as to the approved construction plan set.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

Digitally signed by Efrén A. Cortez
DN: cn=Efrén A. Cortez, o=City of Hobbs, ou=City Attorney's Office, email=ecortez@hobbsnm.org, c=US
Date: 2022.09.26 10:38:10 -0600

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

Attachments: Resolution, Final Plan, Draft Planning Board Minutes.

Legal Review:

Efrén A. Cortez
Approved As To Form: [Signature]
City Attorney

Digitally signed by Efrén A. Cortez
DN: cn=Efrén A. Cortez, o=City of Hobbs, ou=City Attorney's Office, email=ecortez@hobbsnm.org, c=US
Date: 2022.09.26 10:38:10 -0600

Recommendation:

Approval of the Resolution to approve the Final Plat of Liberty Crossing Subdivision Unit 2.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7263.

**A RESOLUTION TO APPROVE THE FINAL PLAN FOR LIBERTY CROSSING  
SUBDIVISION UNIT 2.**

WHEREAS, ALJO, LLC has submitted a Final Plan for Liberty Crossing Subdivision Unit 2; and

WHEREAS, the Final Plan for Liberty Crossing Subdivision Unit 2 was reviewed and found compliant with MC Title 16 by the City of Hobbs Planning Board and the Municipality is in receipt of the Engineer of Record Certification as to the installation of all public infrastructures.

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

1. The City of Hobbs hereby grants Final Plan Approval to Liberty Crossing Subdivision Unit 2; and
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 3<sup>rd</sup> day of October, 2022.

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

ATTEST:

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

**Communications from Citizens**

There were no communications from citizens.

**Action Items**

- 3) **Review and Consider Preliminary Plan for The Habitat for Humanity Subdivision, located southwest of the intersection of W. Copper and Fowler, as submitted by property owner, Habitat for Humanity.**

Mr. Robinson stated this is the preliminary plan for the Habitat for Humanity Subdivision located southwest of the intersection of West Copper and Fowler. Mr. Robinson stated the Engineer of Record and the City Engineer have noted issues on the preliminary plat. He further stated the issues will be addressed during construction.

Mr. Todd Randall, City Engineer, stated Excel Energy is going to remove an existing double pole transmission line located at the corner of Glorietta Drive and Rojo Drive, next to Mills Elementary School. He stated they are going to replace it with a new single-pole transmission line. The engineer will coordinate with Xcel Energy regarding the placement of the poles to make sure they don't interfere with the proposed driveways. Mr. Randall stated the developers will be able to fit a standard 37' back-to-back full roadway section where the alley/right-of-way is currently located. He stated the roadway section will be built to be a cul-de-sac. Additionally, there will be 14 lots, curb and gutter, and sidewalk installed on the property.

Mr. Donahue expressed concern regarding the cul-de-sac and asked if there will be bollard posts installed to prevent citizens from driving through the cul-de-sac. Mr. Robinson stated there will be a stand-up curb installed.

In response to Mr. Ramirez's question, Mr. Randall stated all utilities will be underground.

In response to Mr. Kesner's question, Mr. Randall stated they will maintain a 21' setback from the property line that will accommodate 20' depth parking stalls for each lot.

Mr. Donahue made a motion to approve the Preliminary Plan for the Habitat for Humanity Subdivision, seconded by Mr. Clay. The vote on the motion was 6-0 and the motion carried.

- 4) **Review and Consider Final Plat Approval for Liberty Crossing Unit 2, as presented by property owner, ALJO, LLC.**

Mr. Robinson stated this is the final plat for Liberty Crossing Unit 2. Mr. Robinson explained within the boundaries of the Liberty Crossing Unit 2 there is a dedication of the extension of part of Jefferson Street and Glorietta Drive. He stated Liberty Crossing Unit 1 dedicated a portion of Jefferson Street. Mr. Robinson stated there is an Engineer of Record Certification and all infrastructure has been installed as per the plans and specifications. Additionally, Mr. Robinson reminded the Board there are notes on the subdivision plat, at the request of the Planning Board, to restrict secondary access from the minor collector and residential streets.



In response to Mr. Kesner's questions regarding Lot 54 of the Subdivision, Mr. Robinson explained there are municipal water wells located on the property. He stated this is the second plat signed by the City Manager as a property owner. Mr. Randall stated Tanglewood Unit 4 also has a water well near the site that the City owns.

Mr. Ramirez made a motion, seconded by Mr. Sanderson to approve the Final Plat for Liberty Crossing Unit 2. The vote on the motion was 6-0 and the motion carried.

### Discussion/Updates

Mr. Richard Sanchez, CEO of Habitat for Humanity, thanked the Planning Board for their votes to approve the Preliminary Plan for the Habitat for Humanity Subdivision.

### Adjournment

With nothing further to discuss Mr. Ramirez made a motion, seconded by Mr. Sanderson to adjourn. The meeting adjourned at 11:15 am. The vote on the motion was 6-0 and the motion carried.

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Guy Kesner, Vice Chairman

