

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

February 6, 2023



Hobbs City Commission

Regular Meeting

City Hall, City Commission Chamber

200 E. Broadway, 1st Floor Annex, Hobbs, New Mexico

Monday, February 6, 2023 - 6:00 p.m.

Sam D. Cobb, Mayor

R. Finn Smith
Commissioner – District 1

Joseph D. Calderón
Commissioner – District 4

Christopher R. Mills
Commissioner – District 2

Dwayne Penick
Commissioner – District 5

Larron B. Fields
Commissioner – District 3

Don R. Gerth
Commissioner – District 6

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the January 17, 2023, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

None

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.)*

2. Resolution No. 7303 – Approving the FY 2023 DFA 2nd Quarter Financial Report *(Deb Corral, Assistant Finance Director)*
3. Resolution No. 7304 – Approving the FY 2023 DFA 2nd Quarter Financial Report for Lodgers' Tax *(Toby Spears, Finance Director)*
4. Resolution No. 7305 – Determining that Certain Properties are Ruined, Damaged and Dilapidated Requiring Removal from the Municipality (818 West Gold) *(Valerie Chacon, Deputy City Attorney, and Jessica Silva, Code Enforcement Superintendent)*
5. Resolution No. 7306 – Authorizing the Appointment of Rachael Moon to the Community Affairs Board; Appointment of Richard Duran to the Veterans Advisory Board; and Appointment of Terry Sowell to the Lodgers' Tax Board *(Mayor Sam Cobb)*
6. Resolution No. 7307 – Authorizing the Submission of a Grant Application with the Department of Homeland Security Federal Assistance to Firefighter Grant Program to Purchase P25 Compliant Portable Radios *(Barry Young, Fire Chief)*
7. Resolution No. 7308 – Voiding Resolution No. 7263 Concerning the Final Plat Approval of the Liberty Crossing Subdivision, Unit 2 *(Kevin Robinson, Planning Department)*

DISCUSSION

8. Hobbs Police Department 2022 Annual Report *(August Fons, Police Chief)*

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

9. Resolution No. 7309 – Approving a Development Agreement with ALJO, LLC, Concerning the Development of Market Rate Single-Family Housing *(Kevin Robinson, Planning Department)*
10. Resolution No. 7310 – Authorizing an Inter-Governmental Agreement Between the City of Hobbs and the State of New Mexico Motor Vehicle Division for Operation of the Local Motor Vehicle Department *(Toby Spears, Finance Director)*

11. Resolution No. 7311 – Adopting the Recommendation of the Veterans Advisory Board Related to Procedures for Commemorative Bricks Located at the Hobbs Veterans Memorial Park HAAF (*Barry Young, Fire Chief*)
12. PUBLICATION: Proposed Ordinance Amending Section 15.04.020 of the Hobbs Municipal Code to Incorporate the 2021 International Fire Code (*Barry Young, Fire Chief*)
13. PUBLICATION: Proposed Ordinance Amending Chapter 8.32 of the Hobbs Municipal Code Amending the City's Fire Code Ordinance (*Barry Young, Fire Chief*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

14. Next Meeting Date:

- City Commission Regular Meeting:
 - **Tuesday, February 21, 2023, at 6:00 p.m.**

ADJOURNMENT

If you are an individual with a disability who needs 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: February 6, 2023

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: January 31, 2023
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of January 17, 2023.

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 Tuesday, January 17, 2023, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also viewable to the public via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

Mayor Sam 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 (*joined the meeting via phone @ 6:20 p.m.*)
Commissioner Joseph D. Calderón
Commissioner Don Gerth (*via phone*)

Absent: Commissioner Dwayne Penick

Also present: Manny Gomez, City Manager
Efren Cortez, City Attorney
Valerie Chacon, Deputy City Attorney
August Fons, Police Chief
Shane Blevins, Deputy Police Chief
Danny Garrett, Police Captain
Marina Barrientes, Police Captain
Chad Wright, Police Captain
Barry Young, Fire Chief
Mark Doporto, Deputy Fire Chief
Kevin Shearer, Fire Battalion Chief
Toby Spears, Finance Director
Nicholas Goulet, Human Resources Director
Bob Hamilton, Acting Library Director
Bobby Arther, Municipal Judge
Tim Woomer, Utilities Director
Shelia Baker, General Services Director
Todd Randall, City Engineer
Julie Nymeyer, Executive Assistant
Bryan Wagner, Parks and Open Spaces Director
Matt Hughes, Rockwind Golf Course Superintendent
Doug McDaniel, Recreation Director
Christa Belyeu, I.T. Director
Amanda Ponce, GIS Technician
Kristen Salas, Clerk Record Specialist
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
19 citizens

Invocation and Pledge of Allegiance

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

Commissioner Calderón left the meeting at 6:05 p.m. to attend the regular meeting of the Hobbs Municipal School Board.

Approval of Minutes

Commissioner Smith moved the minutes of the regular meeting of January 3, 2023, be approved as written. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Mr. Gomez proudly announced the City has been recognizing milestone achievements now since January of 2018 and this marks the five-year milestone of the milestone program. He stated a total of 3,395 years of dedicated service have been recognized in the program with another 35 years to be added tonight. Mr. Gomez presented a certificate and commemorative coin to the Mayor and Commissioners honoring this five-year milestone.

Recognition of City Employees - Milestone Service Awards for the Month of January, 2023, (Manny Gomez, City Manager)

- 10 years – Matthew Burleson, Hobbs Police Department
- 10 years – Efren Cortez, City Attorney's Office
- 15 years – Shelia Baker, General Services Department

Mr. Gomez reviewed highlights about each employee and thanked the Mayor and Commission for the opportunity to recognize employees who continue to be the City's most important resource and asset. He expressed gratitude to each employee for their hard work and also thanked the employees' families for their contributions to the organization. Mr. Gomez stated it is very fitting these three employees were recognized during the first month of the first year of the milestone program.

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

Resolution No. 7297 – Relating to the Disposition of Obsolete, Worn-Out and Unusable Personal Property

Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution is attached and made a part of these minutes.

Discussion

2022 Summary of Activities for the Recreation Department

Mr. Doug McDaniel, Recreation Director, presented a summary of activities for the Recreation Department for 2022. He recognized the members of the Recreation Department Leadership Team including Angela Courter, Lyndsey Henderson, Michal Hughes and Ben Kirkes. Mr. McDaniel stated the Recreation Department is broken down into the following divisions: CORE, Recreation, Rockwind Community Links, Senior Center, Seasonal Pools/Splash Pads and Teen Center. He reviewed the staffing levels and highlights of each department for 2022. Mr. McDaniel reviewed the future department goals for 2023. He thanked all of the employees of the Recreation Department for their hard work and efforts every day to provide quality of life amenities to the citizens and guests in our community. A copy of his PowerPoint Presentation is attached to these minutes for reference.

Action Items

Resolution No. 7298 – Authorizing an Allocation of Lodgers' Tax Funds to Fund Various Events for FY 2023 (After November 15, 2022)

Mr. Toby Spears, Finance Director, stated the Lodgers' Tax Board met on October 12, 2022, and recommended funding awards to the Commission for various events for FY 2023. Thereafter, on October 17, 2023, the Commission tabled the item to be heard at a future meeting. The entities requesting lodgers' tax are as follows for events scheduled after November 15, 2022:

- Hobbs Chamber of Commerce - feBREWary - \$12,784.51 (*event cancelled*)
- Impacto JAG Promotions, LLC - 1 event - \$25,000.00
- West Texas Warbird Football - 1 event - \$25,000.00 (*request withdrawn*)

Mayor Cobb stated the Commission has requested staff to do an analysis of event requests following the Lodgers' Tax Board meeting. He commented the Commission

is planning to hold a work session to discuss possible changes to the Lodgers' Tax ordinance.

Mr. Spears stated the Hobbs Chamber of Commerce feBREWary Fest has been cancelled. He also stated the City was notified today by West Texas Warbird Football that they would not be pursuing their event this year and would like to withdraw their request.

Mr. Spears stated City staff is recommending funding of \$10,000.00 to Impacto JAG Promotions, LLC, for its event.

Mayor Cobb stated any changes to the ordinance needs to fair and equitable to all parties with the focus being events which bring guests to stay in hotels. Additionally, he stated the metrics need to be clear for everyone.

Commissioners Smith and Mills clarified the resolution would not include any funding for West Texas Warbird Football. There being no further discussion, Commissioner Mills moved that Resolution No. 7298 be approved allocating funding of \$10,000.00 to Impacto JAG Promotions, LLC. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution is attached and made a part of these minutes.

Resolution No. 7299 – Authorizing an Allocation of Lodgers' Tax Funds to Fund Various Events for FY 2023 from the January 11, 2023, Lodgers' Tax Board Meeting

Mr. Spears stated the Lodgers' Tax Board met on January 11, 2023, and recommended funding awards to the Commission for various events for FY 2023. The entities requesting lodgers' tax funding are as follows:

	Amount Requested	Lodgers' Tax Board Recommendation
City of Hobbs – Downtown Slam & Jam 2023	\$24,700.00	\$0.00 Voted failed 2 - 1
Hobbs USSSA – Blind as a Bat (\$2,500.00) Hobbs Superslam (\$9,000.00)	\$11,500.00	\$11,500.00
Permian Basin USSSA – See What You Got (\$25,000.00) King of the Turf (\$25,000.00)	\$65,000.00	\$50,000.00
Southwest Symphony, Inc. Texas Guitar Quartet	\$2,717.04	\$0.00 Voted failed 2 - 1
Hobbs Airfield Speedway Flashlight Cash Day's No Prep	\$3,800.00	\$3,800.00
New Mexico Junior College NJCAA 2023 Men's & Women's Outdoor National Championship	\$65,750.00	\$25,000.00

Mr. Spears stated the City of Hobbs Slam & Jam and the Southwest Symphony events were not approved by the Board and were forwarded to the Commission for consideration. He stated City staff has reviewed the event requests, as requested by the Commission, and recommends funding for the entities in the following amounts:

	Staff Recommendation Amount
City of Hobbs – Downtown Slam & Jam 2023	\$13,000.00
Hobbs USSSA – Blind as a Bat (\$2,500.00) Hobbs Superslam (\$9,000.00)	\$11,500.00
Permian Basin USSSA – See What You Got (\$25,000.00) King of the Turf (\$25,000.00)	\$50,000.00
Southwest Symphony, Inc. Texas Guitar Quartet	\$1,000.00
Hobbs Airfield Speedway Flashlight Cash Day's No Prep	\$3,800.00
New Mexico Junior College NJCAA 2023 Men's & Women's Outdoor National Championship	\$49,775.00

In response to Mayor Cobb's question, Mr. Gomez stated the staff's recommendation for the City of Hobbs Slam & Jam event is based on an analysis of an estimated 200 overnight visitors plus additional funding for advertising and portable toilets.

In further response to Mayor Cobb's question, Mr. McDaniel stated approximately 70% of the teams are from out of town for the two-day event.

Mayor Cobb stated he would entertain a motion for approval of the resolution on the staff's recommended funding amounts.

Mr. Efren Cortez, City Attorney, requested clarification of those amounts for each entity. Mr. Spears reiterated the amounts as follows:

	Staff Recommendation Amount
City of Hobbs – Downtown Slam & Jam 2023	\$13,000.00
Hobbs USSSA – Blind as a Bat (\$2,500.00) Hobbs Superslam (\$9,000.00)	\$11,500.00
Permian Basin USSSA – See What You Got (\$25,000.00) King of the Turf (\$25,000.00)	\$50,000.00

Southwest Symphony, Inc.	
Texas Guitar Quartet	\$1,000.00
Hobbs Airfield Speedway	
Flashlight Cash Day's No Prep	\$3,800.00
New Mexico Junior College	
NJCAA 2023 Men's & Women's Outdoor National Championship	\$49,775.00

Mayor Cobb stated the NMJC Championship event will bring in 1,000 people for four to five days.

Commissioner Gerth moved that Resolution No. 7299 be approved allocating funding for the various events in the amounts as recommended by staff. Commissioner Mills seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields 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. 7300 – Adopting Budgetary Adjustment #3 for FY 2022-2023

Mr. Spears explained the resolution and stated 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. He stated in the proposed Budget Adjustment #3 for FY 2022-2023, total revenue is increasing by \$3,373,727.90 and total expense is increasing by \$3,850,106.25 providing a budgeted ending cash balance of \$79,096,006.08 for all funds. Mr. Spears stated most of the revenue increase is mainly attributed to gross receipts tax revenue in the General Fund. He cautioned being conservative and watching for possible claw backs in tax payments. Mr. Spears stated the increased cost is due to the SCADA in the Enterprise Fund. He commended Ms. Deb Corral for her great work on the budget. He stated the City's total budget is now \$190,000,000.00. He stated this budget adjustment moves the General Fund reserve from 45% to 46%.

Following a brief discussion, Commissioner Smith moved that Resolution No. 7300 be adopted as presented. Commissioner Mills seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields 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. 7301 – Ratifying a Letter to President Biden Expressing Support of the Eddy-Lea Energy Alliance and Holtec International's Consolidated Interim Storage Facility

Mayor Cobb stated the City of Hobbs seeks to support the efforts of Holtec International to build an interim storage facility for spent nuclear fuel in Southeastern, New Mexico.

He provided some background and history on the project for the past 10 years. Mayor Cobb stated the project, as designed, would create many jobs and have a net positive economic impact to the City of Hobbs and the residents of Hobbs, New Mexico. The Hobbs City Commission seeks to sign a letter to President Joseph Biden in support of Holtec's Consolidated Interim Storage Facility (CISF) project for spent nuclear fuel in an effort to express local support for the project and request federal support. If approved, each Commissioner may sign the letter which will then be forwarded to the President.

Following a brief discussion, Commissioners Smith, Fields, Mills and Gerth expressed support for the project. Commissioner Mills moved that Resolution No. 7301 be adopted as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields 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. 7302 – Authorizing a Memorandum of Agreement with the New Mexico Department of Transportation for Public Transportation for Federal FY 22-23

Ms. Jan Fletcher, City Clerk, explained the resolution and stated a grant application was submitted to the New Mexico Department of Transportation (NMDOT) in August of 2021 for continued funding from the Federal Transit Administration (FTA) for the operation of Hobbs Express, the City's public transportation program. She stated the City was successful in receiving a grant award and the Memorandum of Agreement is presented for consideration tonight to formalize that grant award. Ms. Fletcher stated the agreement incorporates all of the federally required clauses and awards the City a total of \$1,308,740.96 for continued operation of the transportation program. She reminded the Commission this is a formulary grant where administrative and capital costs are split 80/20 between the City and NMDOT and operational costs are split 50/50. Ms. Fletcher provided some of the current ridership information and stated ridership is slowly increasing from COVID. She stated there is currently no fare charged to ride the bus which is helping boost ridership.

Commissioner Smith moved that Resolution No. 7302 be adopted as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields 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, stated the Father-Daughter Dance will be held on February 18, 2023, and online ticket sales begin tomorrow.

Mr. Gomez commended the Traffic Division for replacing the traffic signal at Turner/Snyder Streets. Mr. Gomez thanked everyone for their patience during the replacement process which was delayed due to the difficulty in obtaining parts.

Mr. Gomez stated the Utilities Department was very busy during the weekend repairing a leak of a 10" waterline on North Grimes. He said it took approximately seven hours for the repair work with a crew of five to six workers.

Mr. Gomez announced that Coffee with Cops will be held on January 18, 2023, at the Hobbs Police Department. He stated it is a great event and outreach program and encouraged everyone to attend.

Mr. Gomez stated a Pickleball Tournament will be held at the CORE on January 28, 2023. He stated a total of 36 teams are signed up for the tournament with beginner, intermediate and advance levels. He commented 10 teams are on a waiting list to enter the tournament.

Mr. Gomez expressed appreciation to Mr. McDaniel, Lindsey Henderson and Paula Drake for their preparations for the upcoming Bob Reid Swim Meet scheduled at the CORE.

Commissioner Gerth thanked everyone for attending the meeting tonight. He stated the ICIP project list will be coming forward soon for discussion. Commissioner Gerth emphasized the need for railroad repair work on many of the railroad crossing on Leech, Marland, Broadway and Snyder Streets. He stated there are eight railroad crossings in his district and they are all in terrible condition. Commissioner Gerth questioned whether the City or the railroad company is responsible for those repairs and the situation needs to be addressed.

Commissioner Mills addressed several comments to the Commission regarding nuclear weapons.

Commissioner Fields apologized for not being able to attend the meeting in person tonight as he has not been feeling well. He expressed appreciation for all of the MLK Events and thanked Code Enforcement for all of their hard work.

Commissioner Smith thanked Commissioner Mills for the information he shared about nuclear weapons. He expressed appreciation to Mayor Cobb for his leadership on the Holtec project and thanks to Commissioner Gerth for his comments about the railroad crossings.

Mayor Cobb stated over 700 meals were served on the MLK Day of Giving with a great turnout. He thanked the NAACP and all of the entities who participated, including City staff, for the successful event and being respectful of all cultures.

Adjournment

There being no further business or comments, Commissioner Smith 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 7:25 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 6, 2023

SUBJECT: Resolution approving the FY2023 DFA 2nd Quarter (December 2022) Financial Report
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: January 24, 2023
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

Submitting the FY2023 2nd Quarter DFA Financial Report for the approval of the Governing Body. The Department of Finance and Administration only **requires** that the 4th Quarter DFA Report be approved by resolution, however, it **recommends** all quarterly reports be approved by the governing body.

Fiscal Impact:

Reviewed By: 
Finance Department

The ending cash balance represents actual revenue and expenditure activity from 07/01/22-12/31/22.

- Actual Ending Cash Balance at 12/31/2022 is \$155,771,996.99 for all funds (restricted and unrestricted).
- The City of Hobbs year-to-date actual revenues and expenditures for the period are \$68,131,231.28 and \$54,987,894.85 respectively.

Attachments:

- 2nd Quarter DFA Report Recap
- December 31, 2022 City of Hobbs Cash Report
- Resolution approving 2nd Quarter DFA Report

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK' S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

File No. _____

Denied

CITY OF HOBBS
RESOLUTION NO. 7303

A RESOLUTION APPROVING THE FY2023
DFA 2nd QUARTER FINANCIAL REPORT

WHEREAS, the State of New Mexico only requires the 4TH quarter DFA Financial Report to be approved annually, however, they now recommend that all quarterly financial reports be approved.

WHEREAS, the ending cash balance for the period ending December 31, 2022 was \$155,771,996.99 for all funds; and

WHEREAS, the City of Hobbs actual year-to-date revenue and expenditures for fiscal year 2023 crosswalk the amounts to the DFA 2nd Quarter Financial Report;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein referenced 2nd Quarter Financial Report be approved.

PASSED, ADOPTED AND APPROVED this 6th day of February, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

City of Hobbs
Cash Balance by Fund
12/31/2022

		Ending Cash	June - July	Actual Cash	June - July	FY23	Ending Cash
		06/30/2022	FY2023	TRANSFERS	Expenditures	Balance Sheet	12/31/22
			Revenues			Adjustments	
GOVERNMENTAL FUNDS							
11000	001 GENERAL	69,874,044.71	33,511,837.54	(2,315,106.47)	28,343,825.49	(194,003.11)	72,920,953.40
29900	002 LAND ACQUISITION	381,763.30				-	381,763.30
		70,255,808.01	33,511,837.54	(2,315,106.47)	28,343,825.49	(194,003.11)	73,302,716.70
SPECIAL REVENUES							
20100	110 LOCAL GOV CORR	1,074,296.19	80,107.24		45,566.58	-	1,108,836.85
21100	120 POLICE PROTECTION	15,820.35	123,000.00		71,525.80	-	67,294.55
29900	130 P D N (parif, drug, narcotics)	1,918.75				-	1,918.75
29900	150 COPS GRANT	26,251.09	8,881.98	-		-	35,133.07
21700	160 HWLC	1,000.00	780,857.25	1,151,700.52	1,939,439.14	(6,881.37)	1,000.00
21900	170 OLDER AMERICAN	1,000.00	103,653.39	368,583.54	472,236.93	-	1,000.00
51800	180 GOLF	1,000.00	528,695.00	867,861.01	1,399,442.71	(2,886.70)	1,000.00
50600	190 CEMETERY	1,000.00	93,198.47	365,878.76	459,077.23	-	1,000.00
50400	200 AIRPORT	477,531.99	84,146.38		763.54	-	560,914.83
30300	210 LEGISLATIVE APPROP	1,000.00	185,830.25	-	91,768.59	(4,621.09)	99,682.75
21800	220 INTERGOVERNMENTAL GRANTS	4,835,515.50	4,835,515.50	-			9,671,031.00
21400	230 LODGERS' TAX	1,086,935.57	740,099.79	(438,917.36)	389,189.37	(2,773.25)	1,001,701.88
27000	240 LG Abatement Fund (Opioid)		115,586.30				115,586.30
28000	250 Cannabis Regulation Act Fund	-	308,098.25		8,594.57		299,503.68
29900	270 PUBLIC TRANSPORTATION	46,432.79	373,528.48	-	427,392.99	(8,431.72)	1,000.00
20900	280 FIRE PROTECTION	1,069,786.59	328,003.90		124,928.95	-	1,272,861.54
20600	290 EMER MEDICAL SERV	792.28	20,000.00		15,178.89	-	5,613.39
21200	300 LAW ENFORCEMENT RECRUITME	-	2,850,000.00		132,228.20	(16.74)	2,717,788.54
30200	370 COMM DEVE CONST	110,420.82			18,092.28	-	92,328.54
		8,750,701.92	11,559,202.18	2,315,106.47	5,595,425.77	(25,610.87)	17,055,195.67
CAPITAL PROJECTS FUNDS							
39900	460 BEAUTIFICATION IMPROVEMENT	1,538,849.89				-	1,538,849.89
21600	480 STREET IMPROVEMENTS	4,817,036.89	492,250.33		69,183.22	-	5,240,104.00
39900	490 CITY COMM. IMPROVEMENTS	7,720,652.90	1,361,138.41	-	39,826.99	-	9,041,964.32
		14,076,539.68	1,853,388.74	-	109,010.21	-	15,820,918.21
DEBT SERVICE FUNDS							
40400	510 UTILITY BOND	0.00		102,334.68	102,334.68	-	0.00
40400	530 2005 WASTEWATER BOND ISSUE	1,989,842.96		1,921,489.13	1,921,489.13	-	1,989,842.96
		1,989,842.96	-	2,023,823.81	2,023,823.81	-	1,989,842.96
TOTAL GOVERNMENTAL FUNDS		95,072,892.57	46,924,428.46	2,023,823.81	36,072,085.28	(219,613.98)	108,168,673.54
ENTERPRISE FUNDS							
50200	100 SOLID WASTE	2,683,078.04	4,021,767.92		3,928,060.64	-	2,776,785.32
39900	440 JOINT UTILITY EXTENSIONS CAPIT	1,000.00	600,000.00	-	598,653.60	-	2,346.40
50100	600 JOINT UTILITY	1,000.00	-	2,614,104.79	2,615,643.84	(1,539.05)	1,000.00
50100	610 JOINT UTILITY CONST	1,000.00		418,534.09	418,534.09	-	1,000.00
50300	620 WASTE WATER PLANT CONST	7,325,364.88			316,041.36	-	7,009,323.52
50300	630 JOINT UTILTYI - WASTEWATER	1,030.00		1,793,198.76	1,793,228.76	-	1,000.00
50300	650 JOINT UTILTYI INCOME - WASTEI	9,536,173.55	4,452,782.32	(3,714,687.89)	19,913.28	-	10,254,354.70
50100	660 JOINT UTILITY INCOME	7,436,818.88	4,969,147.15	(3,134,973.56)		23.39	9,270,969.08
50100	680 METER DEPOSIT RES	1,220,767.82	163,862.26		59,564.55	-	1,325,065.53
	TOTAL ENTERPRISE FUNDS	28,206,233.17	14,207,559.65	(2,023,823.81)	9,749,640.12	(1,515.66)	30,641,844.55
INTERNAL SERVICE FUNDS							
69900	640 MEDICAL INSURANCE	3,201,377.27	3,403,016.37	(292,191.30)	3,675,138.20	(1,463.65)	2,638,527.79
69900	670 WORKERS COMP TRUST	1,160,937.04	230,196.84		213,816.46	-	1,177,317.42
69900	690 INTERNAL SUPPLY	67,797.49	107,177.42	-	155,840.95	-	19,133.96
69900	740 INSURANCE - RISK	5,284,206.75	121,694.17	-	1,717,440.89	-	3,688,460.03
	TOTAL INTERNAL SERVICE FUNDS	9,714,318.55	3,862,084.80	(292,191.30)	5,762,236.50	(1,463.65)	7,523,439.20
TRUST AND AGENCY FUNDS							
79900	700 MOTOR VEHICLE	23,966.39	2,671,497.94		2,687,089.99	-	8,374.34
79900	710 MUNI JUDGE BOND FUND	107,575.34				(424.00)	107,999.34
79900	720 RETIREE HEALTH INSURANCE TRL	8,915,123.87	429,179.98	292,191.30	687,437.28	(50,942.13)	9,000,000.00
79900	730 CRIME LAB FUND	75,261.05	27,204.07		27,911.57	-	74,553.55
79900	750 FORECLOSURE TRUST FUND	71.88				-	71.88
79900	770 LIBRARY TRUST	6,220.10	346.95			-	6,567.05
79900	780 SENIOR CITIZEN TRUST	4,699.94	431.00			-	5,130.94
79900	790 PRAIRIE HAVEN MEM	5,839.42	58.17			-	5,897.59
79900	800 COMMUNITY PARK TRUST	1,562.02	15.54			-	1,577.56
79900	820 EVIDENCE TRUST FUND	210,724.33	36.25			-	210,760.58
79900	830 HOBBS BEAUTIFUL	8,042.66	7,887.07		816.50	-	15,113.23
79900	860 CITY AGENCY TRUST	2,169.85	501.40		677.61	-	1,993.64
	TOTAL TRUST AND AGENCY FUNDS	9,361,256.85	3,137,158.37	292,191.30	3,403,932.95	(51,366.13)	9,438,039.70
GRAND TOTAL ALL FUNDS		142,354,701.14	68,131,231.28	0.00	54,987,894.85	(273,959.42)	155,771,996.99

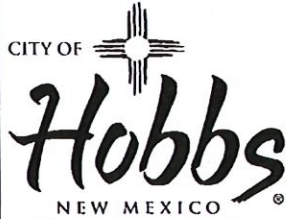
State of New Mexico
Local Government Budget Management System (LGBMS)

Report Recap - Fiscal Year 2022-2023 - Hobbs (City) - FY2023 Q2

Printed from LGBMS on 2023-01-24 15:19:06

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	69,874,045.00	0.00	33,511,837.54	-2,315,106.47	28,343,825.49	194,003.11	72,920,953.69	2,361,985.46	70,558,968.23
20100 Corrections	1,074,297.00	0.00	80,107.24	0.00	45,566.58	0.00	1,108,837.66	0.00	1,108,837.66
20600 Emergency Medical Services	793.00	0.00	20,000.00	0.00	15,178.89	0.00	5,614.11	0.00	5,614.11
20900 Fire Protection	1,069,787.00	0.00	328,003.90	0.00	124,928.95	0.00	1,272,861.95	0.00	1,272,861.95
21100 Law Enforcement Protection	15,821.00	0.00	123,000.00	0.00	71,525.80	0.00	67,295.20	0.00	67,295.20
21200 Law Enforcement Recruitment/Retention	0.00	0.00	2,850,000.00	0.00	132,228.20	16.74	2,717,788.54	0.00	2,717,788.54
21400 Lodgers' Tax	1,086,936.00	0.00	740,099.79	-438,917.36	389,189.37	2,773.25	1,001,702.31	0.00	1,001,702.31
21600 Municipal Street	4,817,037.00	0.00	492,250.33	0.00	69,183.22	0.00	5,240,104.11	0.00	5,240,104.11
21700 Recreation	1,000.00	0.00	780,857.25	1,151,700.52	1,939,439.14	6,881.37	1,000.00	0.00	1,000.00
21800 Intergovernmental Grants	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21900 Senior Citizens	1,000.00	0.00	103,653.39	368,583.54	472,236.93	0.00	1,000.00	0.00	1,000.00
26000 American Rescue Plan Act	4,835,516.00	0.00	4,835,515.50	0.00	0.00	0.00	9,671,031.50	0.00	9,671,031.50
27000 LG Abatement Opioid Fund	0.00	0.00	115,586.30	0.00	0.00	0.00	115,586.30	0.00	115,586.30
28000 Cannabis Regulation Act	0.00	0.00	308,098.25	0.00	8,594.57	0.00	299,503.68	0.00	299,503.68
29900 Other Special Revenue	456,366.00	0.00	382,410.46	0.00	427,392.99	8,431.72	419,815.19	0.00	419,815.19
30200 CDBG (HUD) Project	110,421.00	0.00	0.00	0.00	18,092.28	0.00	92,328.72	0.00	92,328.72
30300 State Legislative Appropriation Project	1,000.00	0.00	185,830.25	0.00	91,768.59	4,621.09	99,682.75	0.00	99,682.75
39900 Other Capital Projects	9,260,503.00	0.00	1,961,138.41	0.00	638,480.59	0.00	10,583,160.82	0.00	10,583,160.82

40400 NMFA Loan Debt Service	1,989,843.00	0.00	0.00	2,023,823.81	2,023,823.81	0.00	1,989,843.00	0.00	1,989,843.00
50100 Water Enterprise	8,659,587.00	0.00	5,133,009.41	-102,334.68	3,093,742.48	1,515.66	10,598,034.91	0.00	10,598,034.91
50200 Solid Waste Enterprise	2,683,079.00	0.00	4,021,767.92	0.00	3,928,060.64	0.00	2,776,786.28	0.00	2,776,786.28
50300 Wastewater/Sewer Enterprise	16,862,569.00	0.00	4,452,782.32	-1,921,489.13	2,129,183.40	0.00	17,264,678.79	0.00	17,264,678.79
50400 Airport Enterprise	477,532.00	0.00	84,146.38	0.00	763.54	0.00	560,914.84	0.00	560,914.84
50600 Cemetery Enterprise	1,000.00	0.00	93,198.47	365,878.76	459,077.23	0.00	1,000.00	0.00	1,000.00
51800 Golf Course Enterprise	1,000.00	0.00	528,695.00	867,861.01	1,399,442.71	2,886.70	1,000.00	0.00	1,000.00
69900 Other Internal Service	9,714,319.00	0.00	3,862,084.80	-292,191.30	5,762,236.50	1,463.65	7,523,439.65	0.00	7,523,439.65
79900 Other Trust & Agency	9,361,257.00	0.00	3,137,158.37	292,191.30	3,403,932.95	51,366.13	9,438,039.85	0.00	9,438,039.85
Totals	142,354,708.00	0.00	68,131,231.28	0.00	54,987,894.85	273,959.42	155,772,003.85	2,361,985.46	153,410,018.39



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 6th, 2023

SUBJECT: Approving the 2nd quarter fiscal year 2023 DFA Report for Lodgers' Tax.

DEPT. OF ORIGIN: Finance
DATE SUBMITTED: January 30, 2023
SUBMITTED BY: Toby Spears, Finance Director

Summary:

The NM Department of Finance Administration recommends approving the City of Hobbs quarterly lodgers' tax process. The following attachment is for the 2nd quarter 2023 DFA report.

Fiscal Impact:

Reviewed By: 
Finance Department

The December 31, 2022 Cash Balance for the Lodgers' Tax Fund is \$1,001,701.88

Total lodgers' tax revenue for the 2nd quarter fiscal year 2023 was \$ 374,476.82 and total expenditures were \$469,831.19. Breakdown of the **encumbered cash balances at December 31, 2022** by category are as follows:

Profit, Non-profit, Public Entities (20%)	=	\$ 226,403.98
Local Government (40%)	=	\$ 212,449.87
Fire, EMS, Sanitation (15%)	=	\$ 0.00
Airline Subsidy (25%)	=	\$ 282,308.30

Attachments:

DFA Quarterly Report
Resolution
12-31-2022 Financial Report

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

To be determined by City Commission.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS
RESOLUTION NO. 7304

A RESOLUTION APPROVING THE FY 2023
LODGERS' TAX DFA 2ND QUARTER FINANCIAL REPORT

WHEREAS, the State of New Mexico requires the 1st quarter Lodgers' Tax DFA Financial Report to be approved annually, they now recommend that all quarterly financial reports be approved.

WHEREAS, the ending cash balance for the period ended December 31, 2022 was \$1,001,701.88 for lodgers' tax funds; and

WHEREAS, the City of Hobbs actual quarter-to-date lodgers' tax revenue and expenditures for fiscal year 2023 crosswalk the amounts to the DFA 2nd quarter financial report;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the herein referenced 2nd quarter lodgers' tax financial report be approved.

PASSED, ADOPTED AND APPROVED this 6th day of February, 2023

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

STATE OF NEW MEXICO
 DEPARTMENT OF FINANCE AND ADMINISTRATION
 Local Government Division - Budget and Finance Bureau
 Lodgers' Tax Quarterly Report

**IF YOU DO NOT COLLECT LODGERS TAX
 PLEASE CHECK MARK N/A**
Make sure to sign the form prior to sub

INSTRUCTIONS

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

REPORTING ENTITY: City of Hobbs 5 (PERCENT IMPOSED) QUARTER ENDING: 12/31/2022

	QUARTERLY	YEAR-TO-DATE (Y-T-D)
	AMOUNT (THIS REPORTING PERIOD)	AMOUNT (must reconcile to LGBMS) (SUM OF ALL QUARTERS)
1. REVENUE SUMMARY:		
LODGERS' TAX PROCEEDS 1 - 30 Days	\$ 374,477	\$ 728,468
LODGERS' TAX PROCEEDS >30 Days		
INVESTMENT INCOME	7,832	11,632
LATE PENALTIES		
CONVENTION CENTER FINANCING FEES		
HOSPITALITY FEE ACT FEES		
2. OTHER		
TOTAL REVENUE	\$ 382,309	\$ 740,100
		Cumulative

	QUARTERLY	YEAR-TO-DATE (Y-T-D)
	AMOUNT (THIS REPORTING PERIOD)	AMOUNT (must reconcile to LGBMS) (SUM OF ALL QUARTERS)
2. REVENUE ALLOCATION:		
NON-PROMOTIONAL FUND	\$	\$
PROMOTIONAL FUND	\$ 382,309	\$ 740,100
ADMINISTRATIVE COST	\$	\$
(10% IS THE MAXIMUM OF GROSS TAX PROCEEDS, i.e. 10% OF QUARTERLY AMOUNT FOR THIS REPORTING PERIOD)		
		Cumulative

4. TRANSFERS: IN

INTERGOVERNMENT, INTERFUND TRANSFERS - IN
 (e.g. JPAs, GRANTS TRANSFERRED TO LODGERS' TAX FUND)

1.	\$	\$
2.		
	\$ 0	\$ 0

3. CASH BALANCES:

Carryover From Previous Fiscal Year:	\$ 1,086,935
(Note: 2 years maximum carryover before money must be spent).	
NON-PROMOTIONAL FUND	\$ 0
PROMOTIONAL FUND	\$ (87,523)
Grand Total	\$ (87,523)

TRANSFERS:OUT

NON-PROMOTIONAL FUND

INTERFUND TRANSFERS - (OUT)
 (e.g. FROM NON-PROMOTIONAL TO VENDOR OR PROMOTIONAL)

1.	\$	\$
2.		
3.		
4.		
	\$ 0	\$ 0

PROMOTIONAL FUND

INTERFUND TRANSFERS - (OUT)
 (e.g. FROM PROMOTIONAL TO VENDOR OR NON-PROMOTIONAL)

1.	\$	\$
2.		
3.		
4.		
	\$ 0	\$ 0

INTERGOVERNMENTAL TRANSFERS - (OUT)

1.	\$	\$
2.		
3.		
	\$ 0	\$ 0

INTERGOVERNMENTAL TRANSFERS - (OUT)

1.	\$	\$
2.		
3.		
	\$ 0	\$ 0

5. EXPENDITURE SUMMARY:
CATEGORY/DESCRIPTION

NON-PROMOTIONAL FUND

PROMOTIONAL FUND

CONTRACTUAL SERVICES EVENT or ACTIVITY (attach a separate sheet if needed)	DATE	NON-PROMOTIONAL FUND		PROMOTIONAL FUND	
		Quarterly Amount (This reporting period)	YEAR-TO-DATE (Y-T-D) AMOUNT (must reconcile to LOBMS) (SUM OF ALL QUARTERS)	Quarterly Amount (This reporting period)	YEAR-TO-DATE (Y-T-D) AMOUNT (must reconcile to LOBMS) (SUM OF ALL QUARTERS)
See attached events				469,831	\$ 825,333
ADVERTISING CONTRACT(S) *VENDOR:					
EVENT/ACTIVITY	DATE				
SUB-TOTAL		0	0	469,831	825,333
*Add additional sheets if necessary.					
OPERATING EXPENSES (IDENTIFY)					
TOURIST RELATED EVENTS (LIST)	DATE				
PUBLIC SAFETY (FIRE/EMS/POLICE)					
SANITATION SVCS.					
PUBLIC SAFETY					
SANITATION SVCS.					
PUBLIC SAFETY					
SANITATION SVCS.					
PUBLIC SAFETY					
SANITATION SVCS.					
SUB-TOTAL		0	0	0	0
CAPITAL OUTLAY (IDENTIFY)					
BUILDINGS & STRUCTURES					
EQUIPMENT & MACHINERY					
DEBT SERVICE (IDENTIFY)					
SUB-TOTAL		0	0		
EXPENDITURES TOTAL		0	0	\$ 469831	\$ 825333

**CITY OF HOBBS
EVENT SUMMARIES
12/31/2022**

**AMOUNT
SPENT**

23-03	Hobbs Airfield Speedway, LLC	5,452.93
20-27	CITY OF HOBBS - MARKETING/BRANDING CAMPAIGN	5,616.00
23-14	City of Hobbs - CORE Marketing	32,042.69
23-15	City of Hobbs - CORE Operating	250,000.00
	City of Hobbs - Police/Fire	109,558.55
23-02	EDC - MARKETING/AIRLINE SUBSIDY (91,191.40)	291,191.40
22-01	Western Heritage Museum	26,181.00
23-04	Juneteenth 2022	4,900.00
23-05	United Way of Lea County - Flag Bowl	4,320.00
23-08	Southwest Symphony	10,645.54
23-09	Hobbs Airfield Speedway, LLC	11,549.57
23-10	Permian Basin USSSA	18,000.00
23-11	NAACP - State Conference	11,201.44
23-18	Permian Basin USSSA - November 7th, 8th Event	2,974.24
23-13	City of Hobbs - NM Recreation and Parks Association State Conf.	41,700.12

TOTAL

826,333.48

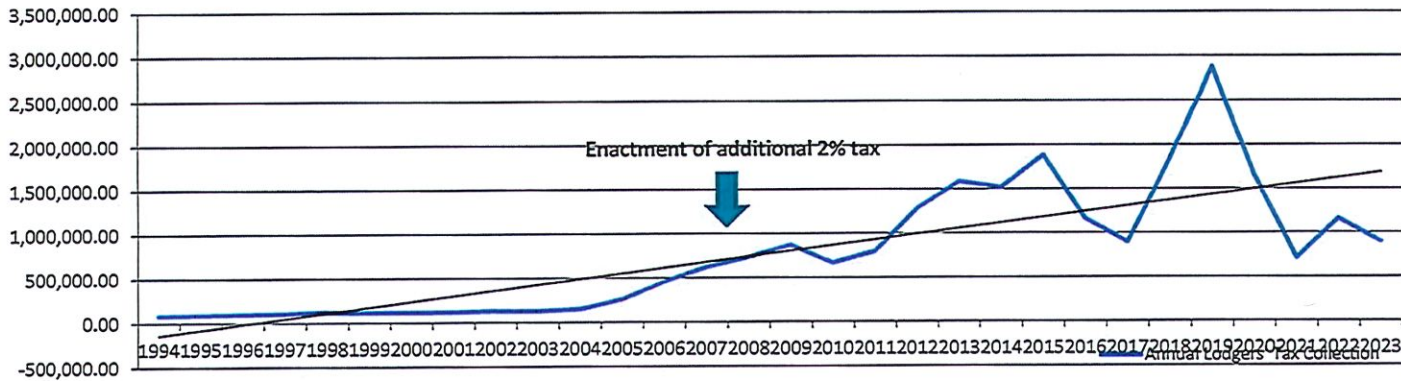
12/31/22

CITY OF HOBBS LODGERS' TAX PROGRAM
EXPENDITURE REPORT FOR THE 2nd QUARTER OF 2022 - 2023

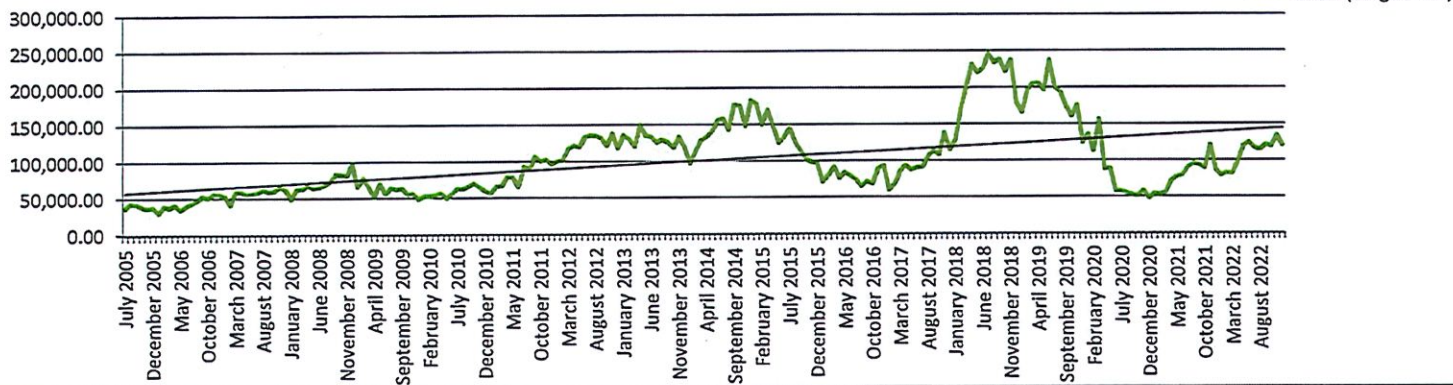
		PROMO	NON PROMO	TOTAL
CASH BAL.	6/30/22	1,071,424.11	15,511.46	1,086,935.57
FIRST QUARTER INCOME		353,990.78		353,990.78
FIRST QUARTER INTEREST		3,800.64		3,800.64
TOTAL REVENUE		357,791.42	0.00	357,791.42
FIRST QUARTER EXPENSES		355,502.29		355,502.29
CASH BAL.	9/30/22	1,073,713.24	15,511.46	1,089,224.70
SECOND QUARTER INCOME		374,476.82		374,476.82
SECOND QUARTER INTEREST		7,831.55		7,831.55
TOTAL REVENUE		382,308.37	0.00	382,308.37
SECOND QUARTER EXPENSES		469,831.19		469,831.19
CASH BAL.	12/31/22	986,190.42	15,511.46	1,001,701.88
THIRD QUARTER INCOME				0.00
THIRD QUARTER INTEREST				0.00
TOTAL REVENUE		0.00	0.00	0.00
THIRD QUARTER EXPENSES				0.00
CASH BAL.	3/31/23	986,190.42	15,511.46	1,001,701.88
FOURTH QUARTER INCOME(FORCE EXTRA TO PROMO)				0.00
FOURTH QUARTER INTEREST				0.00
TOTAL REVENUE		0.00	0.00	0.00
FOURTH QUARTER EXPENSES**				0.00
CASH BAL.	6/30/23	986,190.42	15,511.46	1,001,701.88
YEAR TO DATE INCOME			0.00	728,467.60
YEAR TO DATE INTEREST			0.00	0.00
TOTAL REVENUE		0.00	0.00	728,467.60
YEAR TO DATE EXPENSES		825,333.48	0.00	825,333.48
YEAR TO DATE CASH BALANCES		986,190.42	15,511.46	1,001,701.88

CITY OF HOBBS LODGERS' TAX PROGRAM					
12/31/2022	AWARD				
	PROJECT	DATE	AMOUNT	ACTUAL EXPENSE	ACTUAL OUTSTANDING GRANT
12/31/2022	CASH BALANCE				1,001,701.88
Proof of Cash:					
Beginning Cash Available for Profit, Non-Profit, and Public Entities (20%)					
					267,636.22
22-15	Cinco De Mayo Committee	4-13-22	18,800.00	5,675.86	13,124.14
23-01	Hobbs USSSA	5-12-22	11,500.00	0.00	11,500.00
23-03	Hobbs Airfield Speedway, LLC	5-12-22	20,971.00	9,518.47	11,452.53
23-06	Western Heritage Museum	7-13-22	8,511.50	0.00	8,511.50
23-07	Hobbs USSSA	7-13-22	10,000.00	0.00	10,000.00
23-08	Southwest Symphony	7-13-22	12,127.38	10,645.54	1,481.84
23-09	Hobbs Airfield Speedway, LLC	7-13-22	16,730.00	11,549.57	5,180.43
23-10	Permlan Basin USSSA	7-13-22	18,000.00	18,000.00	0.00
23-11	NAACP - State Conference	7-13-22	15,498.75	11,201.44	4,297.31
23-16	Southwest Symphony - Super Heroes	10-17-22	2,909.88	0.00	2,909.88
23-17	Impacto JAG Promotions - October 2022 Event	10-17-22	12,500.00	0.00	12,500.00
23-18	Permlan Basin USSSA - November 7th, 8th Event	10-17-22	10,000.00	2,974.24	7,025.76
23-19	Hobbs Chamber of Commerce - 2022 Holiday Tournament	11-21-22	22,144.87	0.00	22,144.87
23-20	Tuff Hedeman Bull Riding	11-21-22	20,000.00	0.00	20,000.00
23-21	United Way of Lea County, MLK Day of Service	11-21-22	7,297.50	0.00	7,297.50
23-22	Cycle City Promotions - 2 Events	11-21-22	45,000.00	0.00	45,000.00
23-23	Southwest Symphony (3 events)	11-21-22	4,500.00	0.00	4,500.00
	TOTAL REMAINING ALLOCATION FOR PROFIT, NON-PROFIT AND PUBLIC ENTITIE		179,693.38	0.00	186,925.76
Add:	20% Monthly Tax Revenue (starting April 1st, 2013)				145,693.52
	Cash Available for Allocation				226,403.98
Beginning Cash Available for Local Government (City and County) (40%)					
					519,107.87
20-27	CITY OF HOBBS - MARKETING/BRANDING CAMPAIGN	3/2/2020	250,000.00	42,507.15	207,492.85
23-12	City of Hobbs - Rockwind Golf Marketing	7-13-2022	64,650.00	0.00	64,650.00
23-13	City of Hobbs - NM Recreation and Parks Association State Conf.	7-13-2022	49,995.00	41,700.12	8,294.88
23-14	City of Hobbs - CORE Marketing	7-13-2022	99,650.00	32,042.69	67,607.31
23-15	City of Hobbs - CORE Operating	7/13/2022	500,000.00	250,000.00	250,000.00
	TOTAL REMAINING ALLOCATION FOR LOCAL GOVERNMENT		964,295.00	366,249.96	598,045.04
Add:	40% Monthly Tax Revenue (starting April 1st, 2013)				291,387.04
	Cash Available for Allocation				212,449.87
Beginning Cash Available for Fire, EMS, Sanitation (15%)					
	TOTAL REMAINING ALLOCATION FOR CITY OF HOBBS POLICE AND FIRE		109,558.55	109,558.55	0.00
Add:	15% Monthly Tax Revenue (starting April 1st, 2013)			109,558.55	
	Cash Available for Allocation				-
Beginning Cash Available for Airline subsidy (25%)					
					300,191.48
23-02	EDC - MARKETING/AIRLINE SUBSIDY (91,191.40)	5-12-22	491,191.48	291,191.40	200,000.08
Add:	25% Monthly Tax Revenue (starting April 1st, 2013)				182,116.90
	TOTAL REMAINING ALLOCATION FOR AIRLINE SUBSIDY				182,116.90
	Cash Available for Allocation				282,308.30

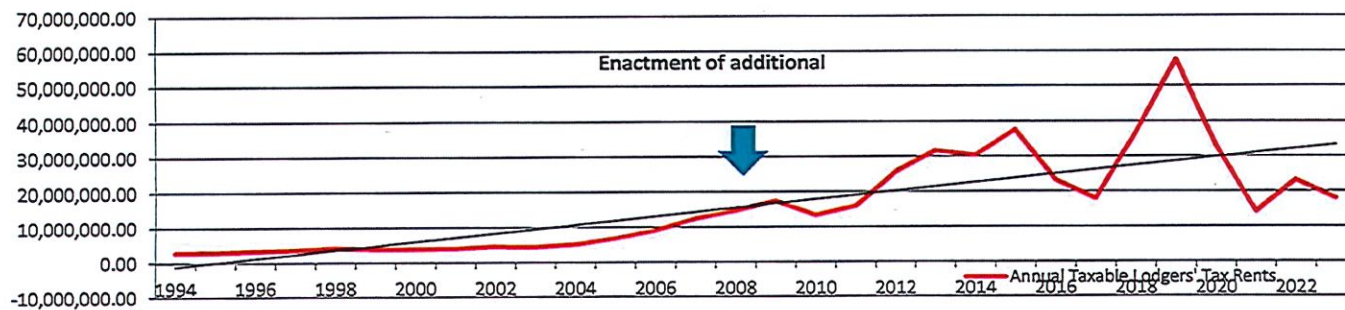
Annual Lodgers' Tax Collection

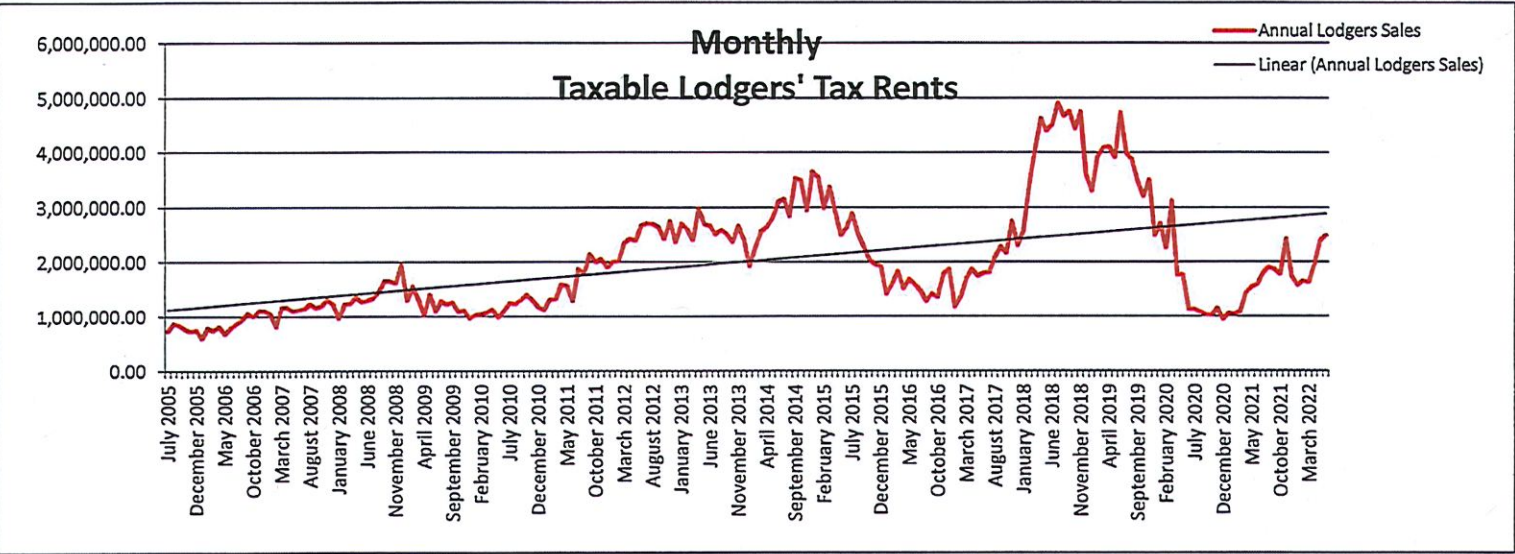


Monthly Lodgers' Tax Collection



Annual Taxable Lodgers' Tax Rents







CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 6, 2023

SUBJECT: Condemnation Recommendation on Certain Properties

DEPT. OF ORIGIN: Hobbs Police Department - Community Services Division, City of Hobbs Legal Department

DATE SUBMITTED: January 30, 2023

SUBMITTED BY: Valerie S. Chacon, Deputy City Attorney, Jessica Silva Code Enforcement Superintendent

Summary:

In its continuing promotion of safety and clean-up efforts within city limits, the Hobbs Police Department-Community Services Division has identified a property which presents health, life and safety hazards, which warrant remediation. The property is in dire need of repair. The property is located at 818 W. Gold is ruined, damaged and dilapidated and a menace to the public comfort, health and safety. Attachment A contains the information for the property.

Fiscal Impact:

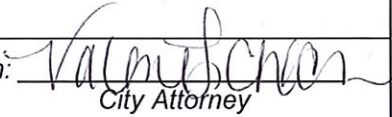
Reviewed By: 
Finance Department

The demolition and clean-up of these properties will cost approximately \$28,000.00. The current budget in the "Professional Services" line item of the Environmental Budget (01340-42601) has an adequate balance to sustain this expenditure.

Attachments:

- 1. Resolution
- 2. Photos of property contained in Attachment "A".
- 3. Attachment "A"

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

The City Commission approve the adoption of the Resolution determining 818 W. Gold as ruined, damaged and dilapidated and a menace to public health and safety, which require remediation.

Approved For Submittal By:


FOR CHIEF FUNDS

Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7305

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

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

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

BE IT FURTHER RESOLVED that a copy of this Resolution be served on the owner, occupant or agent in charge of such premises; and that a copy of the same be published as required by law.

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

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

PASSED, ADOPTED AND APPROVED this 6TH day of February, 2023

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Attachment A

	Address	Owner	Owner's Address	Estimated Cost of Demolition
1	818 W. Gold Hobbs, Lea County, NM *Lot One (1), Block – A (8-A), First Unit of the North Acres Subdivision to the City of Hobbs, Lea County, New Mexico as referenced on the official plat thereof filed in the office of the County Clerk for Lea County, New Mexico.	Alex B. & Annie F. Fraley	818 W. Gold Hobbs, NM, 88240	\$28,000.00

818 W. Gold



818 W. Gold Cont.





CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 6, 2023

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

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: January 30, 2023
SUBMITTED BY: J. Nymeyer

Summary:

Community Affairs Board: The Mayor recommended appointing Rachael Moon to the Community Affairs Board to fill the vacancy for Ashley Pratt. Term will expire March 31, 2023.

Veterans Board: The Mayor recommended appointing Richard Duran to the Veterans Advisory Board to fill the vacancy for Robert Lujan. Term will expire March 31, 2023.

Lodgers Tax Board: The Mayor recommended appointing Terry Sowell to the Lodger's Tax Board to fill the vacant position for the Tourist Industry. Term will expire January 1, 2025.

Fiscal Impact:

Reviewed By: _____

[Signature]
Finance Department

There is no effect on the current year budget.

Attachments:

Resolution

Legal Review:

Approved As To Form: _____

[Signature]
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. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

Denied _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 7306

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:

COMMUNITY AFFAIRS BOARD (Two-year terms expiring March 31, 2023)

Rachael Moon is appointed to fill the position vacated by Ashley Pratt.

VETERANS BOARD (Two-year terms expiring March 31, 2023)

Richard Duran is appointed to fill the position vacated by Robert Lujan.

LODGERS TAX BOARD (Three-year terms expiring January 1, 2025)

Terry Sowell is appointed to fill the vacant position for the Tourist Industry.

PASSED, ADOPTED AND APPROVED this 6th day of February, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 6, 2023

SUBJECT: Assistance to Firefighters Grant (AFG)

DEPT. OF ORIGIN: Fire Department
DATE SUBMITTED: January 30, 2023
SUBMITTED BY: Barry Young, Fire Chief

Summary:

The Assistance to Firefighters Grant (AFG) was created to enhance the safety of the public and firefighters with respect to fire and related hazards by providing critically needed resources to equip and train personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The total cost of the portable radios is \$541,800. According to the grant portal, the grant will cover \$492,545.45, with the City responsible for \$49,254.55. Cost share requirements are based on the population of the community the department serves.

Attachments:

- 1. Resolution
2. AFG Notice of Funding Opportunity

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Approval of resolution and to proceed with the application for the Assistance to Firefighters Grant (AFG).

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. 7307

A RESOLUTION APPROVING THE GRANT APPLICATION
WITH THE DEPARTMENT OF HOMELAND SECURITY FEDERAL
ASSISTANCE TO FIREFIGHTER GRANT PROGRAM

WHEREAS, the City of Hobbs Fire Department is eligible for funding from the Department of Homeland Security's Assistance to Firefighters Grant Program; and

WHEREAS, the grant will provide financial assistance directly to the Fire Department to purchase P25 compliant portable radios; and

WHEREAS, cities with more than 20,000 residents, but less than 1,000,000 must agree to provide 10% of the funds requested in the grant; and

WHEREAS, the total cost of portable radios is \$541,800; and

WHEREAS, the grant will cover 90% or \$492,545.45 with the City being responsible for 10% or \$49,254.55;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be authorized and directed to execute on behalf of the City of Hobbs this resolution approving the Grant Application with the Department of Homeland Security and the Federal Emergency Management Agency for funding to provide portable radios to the Hobbs Fire Department.

PASSED, APPROVED AND ADOPTED this 6th day of February, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

The Department of Homeland Security
Notice of Funding Opportunity
Fiscal Year 2022 Assistance to Firefighters Grant Program

Effective April 4, 2022, the Federal Government transitioned from using the Data Universal Numbering System or DUNS number, to a new, non-proprietary identifier known as a Unique Entity Identifier or UEI. For entities that had an active registration in the System for Award Management (SAM) prior to this date, the UEI has automatically been assigned and no action is necessary. For all entities filing a new registration in SAM.gov after April 4, 2022, the UEI will be assigned to that entity as part of the SAM.gov registration process.

UEI registration information is available on GSA.gov at [Unique Entity Identifier Update | GSA](#).

Grants.gov registration information can be found at:
<https://www.grants.gov/web/grants/register.html>. Detailed information regarding UEI and SAM is also provided in [Section D](#) of this NOFO.

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CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 6, 2023

SUBJECT: RESOLUTION VOIDING RESOLUTION #7263 REGARDING THE FINAL PLAN APPROVAL OF LIBERTY CROSSING SUBDIVISION UNIT 2.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: January 30, 2023
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Final Plan for Liberty Crossing Subdivision Unit 2 was approved with a Bond to ensure all public infrastructures would be emplaced per Resolution #7195. When the Municipality received the Engineer of Record certification that all infrastructures were in place, the Municipality erroneously adopted Resolution #7263 again approving the Final Plan for Liberty Crossing Subdivision Unit 2. This Resolution will VOID the later Resolution in order to eliminate any confusion and not cloud any chain of Title for any Lot located within the Liberty Crossing Subdivision Unit 2.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

None.

Attachments: Resolution

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Consideration to approve the Resolution Voiding Resolution #7263.

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. 7308

RESOLUTION VOIDING RESOLUTION #7263 CONCERNING THE FINAL PLAT APPROVAL OF THE LIBERTY CROSSING SUBDIVISION UNIT 2 AS PASSED AND ADOPTED ON OCTOBER 3, 2022.

WHEREAS, Resolution #7195 approved the Final Plan of The Liberty Crossing Subdivision Unit 2 on May 2, 2022; and

WHEREAS, the Subdivision was duly recorded with the County Clerk on May 11, 2022 as prescribed by law; and

WHEREAS, on October 3, 2022 the Commission adopted Resolution #7263 also approving the Final Plan of The Liberty Crossing Subdivision Unit 2; and

WHEREAS, Voiding Resolution #7263 will create a public record eliminating confusion regarding the Final Plan of The Liberty Crossing Subdivision Unit 2.

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

Resolution #7263 in its entirety is hereby VOIDED and held for naught..

PASSED, ADOPTED AND APPROVED this 6th day of February, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK

CITY OF HOBBS

RESOLUTION NO. 7195

**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, a Bond has been submitted in an amount to secure the placement of all public infrastructures not in place as of this date.

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 2nd day of May, 2022.



SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, CITY CLERK



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 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: February 6, 2023

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

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: January 30, 2023
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: ALJO, LLC has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$100,000.00.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

If approved funds to be encumbered in fund 010100-44901-00170 (single family housing) having a balance of \$522,321.00.

Attachments: Resolution and Development Agreement.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

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. 7309

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

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

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

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

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

PASSED, ADOPTED AND APPROVED this 6th day of February, 2023.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this 6th day of February 2023 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and ALJO Development, LLC, 3311 N. Grimes Street, Hobbs, NM 88240, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

RECITALS:

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

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

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

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

A. Work To Be Performed.

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

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

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

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

- a. Incentive not to exceed per square footage basis:
 - i. \$5.00 per sq. ft. north of Sanger
 - ii. \$10.00 per sq. ft. south of Sanger
 - iii. Calculation based on living area only
- b. Incentive not to exceed per unit basis:
 - i. \$5,000.00 per single family unit
 - ii. \$2,500.00 per multi-family unit

- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
 - i. \$90.00 per lineal front footage of complete public infrastructure, and further broken down as follows:
 - 1. **Water** (\$12.50 / lf):
 - a. Twelve dollars fifty cents (\$12.50) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
 - 2. **Sewer** (\$17.50 / lf):
 - a. Seventeen dollars fifty cents (\$17.50) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
 - 3. **Street** (\$45/ lf):
 - a. Forty five dollars (\$45) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
 - 4. **Sidewalk**:
 - a. Fifteen (\$15) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

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

B. Payment For Services.

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.

4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

C. Construction Requirements.

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

D. Assignment of Agreement.

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

E. Insurance Requirements and Hold Harmless Provision.

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

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

F. Governing Law and Provisions.

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

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

G. Final Payment and Release of Claims.

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

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

H. Amendments.

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

I. Breach.

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

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

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

a) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

J. Remedies Upon Breach.

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

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

K. Termination.

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

L. Notice.

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

M. Entire Agreement.

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

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

City of Hobbs

Developer

By: Sam D. Cobb, Mayor

By:

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Efren Cortez, City Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 6th, 2023

SUBJECT: Inter-Governmental Agreement with the State of New Mexico Motor Vehicle Division and the City of Hobbs
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: January 30th, 2023
SUBMITTED BY: Toby Spears, Finance Director

Summary:

The City of Hobbs works as an agent for the Taxation Revenue Department – State Motor Vehicle Division. The proposed contract with the State of New Mexico – Motor Vehicle Division is from the current date until December 31, 2027. Both parties have the option to terminate agreement within 30 days of advance written notice.

Fiscal Impact:


Reviewed By: 
Finance Department

The City of Hobbs works as an agent for the Taxation Revenue Department -State Motor Vehicle Division. The total trust collection for the State of NM is approximately \$ 4,750,000. The expenditure operational budget for the DMV local department is approximately \$ 617,846 with local revenue offset of \$440,000.

Attachments:

Resolution
Inter-Governmental Agreement Between: The Motor Vehicle Division and The City of Hobbs

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

To be determined by City Commission.

Approved For Submittal By:


Department Director

City Manager

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

CITY OF HOBBS

RESOLUTION NO. 7310

A RESOLUTION AUTHORIZING AN INTER-GOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF HOBBS AND THE STATE OF NEW MEXICO MOTOR
VEHICLE DIVISION

WHEREAS, the City of Hobbs works as an agent for the State of New Mexico Taxation and Revenue Department Motor Vehicle Division, to perform certain services on behalf of the Motor Vehicle Division; and

WHEREAS, the existing agreement recently expired and a new Inter-Governmental Agreement has been issued by the State of New Mexico for a new contract through December 31, 2027.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and hereby is, authorized and directed to approve the Inter-Governmental Agreement with the State of New Mexico Taxation and Revenue Department.

PASSED, ADOPTED AND APPROVED this 6th day of February, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



STATE OF NEW MEXICO
TAXATION & REVENUE DEPARTMENT

INTER-GOVERNMENTAL AGREEMENT BETWEEN:
THE MOTOR VEHICLE DIVISION
AND
THE CITY OF HOBBS

THIS INTER-GOVERNMENTAL AGREEMENT is made and entered into pursuant to the provisions of Section 66-2-14, NMSA 1978 by and between the State of New Mexico, Taxation and Revenue Department (hereinafter "TRD"), Motor Vehicle Division hereinafter ("MVD") and the **City of Hobbs, 4800 Jack Gomez Blvd., Hobbs New Mexico, 88240** (hereinafter "Provider").

PURPOSE: To affect the economy in carrying out the functions of MVD and providing necessary services to the citizens of the State of New Mexico. Section 66-2-14, NMSA 1978 authorizes the TRD secretary to appoint agents to act on behalf of MVD to perform certain functions of MVD. Under this authority, MVD hereby appoints the Provider to perform certain services on behalf of MVD, and the Provider accepts this appointment, subject to the provisions of this Agreement.

1. DEFINITIONS: The following terms, phrases, and acronyms, as used in this Agreement, are defined.

- 1.1 **Business Day:** means 8:00 a.m. to 5:00 p.m. any weekday excluding any holiday when MVD is closed.
- 1.2 **Confidential Information:** means personal information obtained by MVD or the Provider regarding a person's motor vehicle information pursuant to the Motor Vehicle Code that may not be released pursuant to Section 66-2-7.1, NMSA 1978, or the Drivers Privacy Protection Act (DPPA).
- 1.3 **Data:** means any type of motor vehicle information required by State or Federal statute to be obtained by MVD and maintained in the MVD database.
- 1.4 **Department:** The New Mexico Taxation and Revenue Department.
- 1.5 **DPPA:** The Driver's Privacy Protection Act of 1994, defined in Title 18 U.S.C. Chapter 123: Prohibition on Release and Use of Certain Personal Information from State Motor Vehicle Records §§2721-2725.
- 1.6 **Fee:** means the form of compensation charged by MVD or the Provider for services subject to the jurisdiction of the commission for various MVD transactions performed for the customer.
- 1.7 **HIN Inspection:** the physical verification of the Hull Identification Number affixed to a vessel.



- 1.8 **Mandatory:** means the terms “must,” “shall,” “will,” “is required,” or “are required,” to identify a mandatory item, or factor within this agreement.
- 1.9 **Motor Vehicle Information:** all information obtained and maintained by the Motor Vehicle Division pertaining to identification cards, driver licenses, permits, disabled placards, motor vehicle or vessel title, and registration.
- 1.10 **MVD:** Motor Vehicle Division of the New Mexico Taxation and Revenue Department.
- 1.11 **MVD Representative:** An employee identified by MVD, TFID, TRD, who is authorized by the MVD Director to supervise, delegate, inspect, audit, observe, or otherwise review the operations and records of Provider.
- 1.12 **Product(s) or (Controlled Consumables):** Tangible items such as license plates, title documents, registration stickers, driver licenses, or permits that are delivered to a customer because of completing a transaction with the Provider.
- 1.13 **Records:** an account, correspondence, memorandum, tape, disc, paper, book or transcribed information, or electronic data information, including the electronic hardware or software necessary to access the electronic data information in its document form, regarding the operation of a motor carrier or created in conjunction with the transaction of MVD business.
- 1.14 **Services:** the act or process of an individual who has been authorized, either by their job classification or in writing by the Director of the MVD completing a customer's vehicle, vessel, driver transactions or give information relating to a customer's vehicle, vessel, or driver transactions.
- 1.15 **Tapestry:** the software system MVD uses to provide driver and vehicle services.
- 1.16 **TFID:** The Tax Fraud Investigation Division.
- 1.17 **Transaction:** all operations/tasks completed at one time during a customer's single visit to the Provider.
- 1.18 **Taxation & Revenue Division (TRD):** New Mexico Taxation and Revenue Department.
- 1.19 **User:** an authorized Provider or a Provider employee who has access to MVD data, who performs daily tasks to deliver MVD products or services, or has access to MVD forms, documents, equipment, or inventory.
- 1.20 **VIN Inspection:** An inspection performed by a certified VIN inspector to verify a Vehicle Identification Number (VIN), which is affixed to a motor vehicle and identifies that specific automobile from factory to destruction.
- 1.21 **Scan:** To capture and digitize original documents and information on paper into the tapestry system digitally by use of a computerized electronic device



2. THE PARTIES MUTUALLY AGREE THAT THE PROVIDER SHALL:

- 2.1 Adhere to this Agreement with MVD and comply with all terms and conditions within this Agreement. The Provider is acting on the behalf of MVD and shall uphold the standards and quality of MVD's policies, procedures, and excellence in customer service. The Provider is to review and sign the MVD Mission, Vision and Core Values in Appendix E.
- 2.2 MVD authorizes Provider to provide the following services, actions, or transactions delegated to the Provider under the provisions of Chapter 66, NMSA 1978, as amended or renumbered:
- 2.2.1 **Vehicle Services:** Register and title vehicles and/or vessels.
 - 2.2.2 **Driver Services:** Accept applications for, administer required written and/or skills tests, and issue driver licenses, permits, disabled placards and identification cards.
 - 2.2.3 **Financial Responsibilities:** The Provider shall collect all fees, taxes and other charges provided by law under Chapter 7, Articles 14, Article 14A, and Chapter 66, NMSA 1978, as amended or renumbered. The Provider shall remit fees, taxes, and charges to MVD, using an attestation of accuracy, no later than the close of the next business day following the transaction or revenue collection, in the manner established by MVD.
 - 2.2.4 If the Provider has insufficient funds for all fees, taxes and other charges required to be submitted, there shall be a penalty of five percent (5%) of the amount due for each day the funds are late and:
 - 2.2.4.1 If the Provider undercharges the customer, the Provider is responsible for timely remitting the correct amount to MVD.
 - 2.2.4.2 If the Provider overcharges the customer, the Provider must remit to MVD the amount collected from the customer and the customer will need to file a claim for refund with MVD to be reimbursed the amount overcharged by the Provider.
 - 2.2.4.3 The Provider may accept cash, personal checks, business checks, debit, or credit card payments or PCI compliant Contactless pay using the approved third-party credit cards by American Express®, Discover®/Novus®, Mastercard®, Visa designed for contactless pay. mobile payments such as Apple Pay®, Google Pay™, Samsung Pay, or any contactless digital wallet, debit, or credit card payments from its customers. The Provider shall be liable for any check returned for insufficient funds or any other dishonor.
 - 2.2.5 **VIN/HIN Inspections:** Certified inspectors, employed by the Provider, may perform vehicle and vessel inspections only at the Provider's location if they are bonded separately from the basic Provider bonding requirements. Certified law enforcement and department VIN/HIN inspectors may also perform VIN/HIN inspections at the Provider's location.



- 2.3 The Provider shall not discriminate based on origin, race, color, religion, disability, and sexual orientation. Provider shall accept documents in another language if English translation is provided as accepted by the policy of MVD. Federal laws prohibit discrimination based on a person's national origin. Laws prohibiting national origin discrimination make it illegal to discriminate because of a person's language, culture, birthplace, or ancestry. This means people cannot be denied equal opportunity because they or their family are from another country, because they have a name or accent associated with a national origin group, because they participate in certain customs associated with a national origin group, or because they are married to or associate with people of a certain national origin. All persons shall be entitled to the full and equal satisfaction of services, facilities, privileges, advantages, and accommodations of any place of public accommodation, as defined in Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000, et seq., as amended.
- 2.4 Provider is responsible for all costs of providing and maintaining Provider's equipment, and connections, regardless of whether the cost is a one-time or recurring cost. All equipment and communications must meet the standards established by MVD.
- 2.5 The Provider shall provide utilities, office space, employees, and general office supplies to include fax machines, copiers and other items not specified herein necessary to provide services under this Agreement. Provider is responsible for all costs of providing and maintaining Provider's equipment, and connections, regardless of whether the cost is a one-time or recurring cost, except as may be further specified in this Agreement. All equipment and communications must meet the minimum standards established by MVD.
- 2.6 The Provider shall procure and maintain for the duration of this Agreement, at its own cost and expense, primary insurance coverage against claims for injuries to person or damages to property that may arise from or regarding activities undertaken by Provider, its agents, representatives, employees, or subcontractors. This insurance shall cover such claims as may be caused, in whole or in part, by any act, omission, or negligence of Provider or its officers, agents, representatives, employees or subcontractors.
- 2.7 The Provider and employees of the Provider who work on MVD matters are not employees of the State of New Mexico. Neither the Provider nor its employees shall represent that the Provider or Provider's employees are employed by or are a subdivision of MVD or the State of New Mexico.

3. THE PARTIES MUTUALLY AGREE THAT MVD SHALL:

- 3.1 MVD shall provide any special equipment required for Provider to perform its obligations under this Agreement. Such equipment shall be purchased and maintained by MVD at MVD's expense. Special equipment may include computers, license photo cameras, laminating machines, special forms printers, vision testing equipment, queuing machines or kiosks. Standard office printers, copiers, and fax machines are not included in MVD's provided equipment.
- 3.2 MVD will provide, maintain, and repair computers, printers, camera equipment, and network connectivity, including hardware and circuits necessary to perform driver and vehicle transactions. Provider agrees to use only MVD approved software for performing vehicle or driver transactions.



Provider shall provide all necessary electrical and telephone equipment and all telecommunications connections including all installation, hook-up, line, or other infrastructure charges as may be required to meet the specifications of MVD for access to its applications and data.

- 3.3 MVD shall provide all necessary official inventories of controlled products, equipment, and direct access to Tapestry. Tapestry access will be limited in scope to the information needs of the Provider's MVD related daily operations and business transactions that will enable the Provider to perform those actions or transactions specified by this Agreement. The information obtained through Tapestry shall be used exclusively for the services covered by this Agreement.
- 3.4 MVD shall promptly advise the Provider of system/application downtime, whether scheduled or not, to the extent MVD has or obtains knowledge of such downtime.
- 3.5 MVD agrees to advise the Provider in advance of any scheduled system enhancements and/or software upgrades of which MVD is aware.
- 3.6 MVD shall provide initial system/application training, when the Provider's MVD office is opened or when new systems or applications are implemented, to the Provider and the Provider's employees. Initial system/application training costs shall be incurred by MVD.

4. PROVIDER QUALIFICATIONS:

- 4.1 No person shall be eligible to be a Provider, an employee of a Provider, or be able to continue in that capacity if the person has been convicted of any felony charge or has been convicted of any crime involving administration of the Motor Vehicle Code, dishonesty or making a false statement within the previous ten (10) years.
- 4.2 Any governmental entity that has had a history of corruption or had operated an MVD office in the past, which was closed due to fraud, misappropriation, or similar prohibited activities, shall be permitted to operate as a provider only after a thorough evaluation by MVD of the governmental entity to include its officers and the employees to be assigned MVD duties. Final approval shall be coordinated between the TRD Cabinet Secretary, and the MVD Director.

5. GENERAL RESPONSIBILITIES AND REQUIREMENTS OF THE PROVIDER:

- 5.1 The Provider shall comply with all applicable federal, state and local laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, in the operation of the business, including, but not limited to, the federal Americans with Disabilities Act of 1990, the New Mexico Human Rights Act, Sections 28-1-1, et seq., NMSA 1978, the federal Occupational Safety and Health Act of 1970, the New Mexico Occupational Safety and Health Act, Sections 50-9-1, et seq., NMSA 1978 and the federal Civil Rights Act of 1964. MVD shall provide information to the Provider regarding changes in MVD rules and regulations within ten (10) days of the adoption of such changes.
- 5.2 Provider must obtain/provide a Corporate Performance and Surety Bond for Loss, Fraud, Theft, Employee Dishonesty, and any act, omission or negligence of the Municipality, its officers, agents, representatives, employees, or contractors as required by Appendix B and C.



- 5.3 The Provider is responsible for obtaining all MVD approved equipment and communication specifications, as listed on Appendix A "Mandatory Computer/Network Requirements" and Appendix D "Mandatory Computer/Network Security Requirements." The Provider agrees to use only MVD approved software for performing vehicle or driver transactions. The Provider shall provide all necessary electrical and telephone equipment and all telecommunications connections including all installation, hook-up, line, or other infrastructure charges as may be required to meet the specifications of MVD for access to its applications and data. The Provider is responsible for all costs of providing and maintaining the Provider's equipment, and connections, regardless of whether the cost is a one-time or recurring cost. All equipment and communications must meet the standards established by MVD.
- 5.4 The Provider shall not develop any hardware, software, or programs that would allow the Provider to be a portal for other entities or persons to indirectly access Tapestry.
- 5.5 The Provider and its employees are prohibited from providing indirect access to Tapestry and from accessing or disseminating the information received from MVD for any other purpose unless allowed pursuant to Section 66-2-7.1, NMSA 1978 of the Motor Vehicle Code or the DPPA.
- 5.6 The Provider shall not sell, or transfer data obtained from MVD or on MVD's behalf to any third party unless authorized in writing by MVD.
- 5.7 The Provider shall maintain accurate records of all Providers' employees working on MVD matters. The roster shall contain the name, address, and date of birth, date of hire, social security number, date and results of the background investigation and work schedule of such employees. The records shall also contain the date that the Provider performed the background investigation pertaining to each member of the Provider's employees who works on MVD matters or has access to Motor Vehicle Information. The records shall be made available for MVD's review within twenty-four (24) hours after a written request from MVD. MVD may establish quality performance standards for the Provider.
- 5.8 MVD will keep the Provider advised of these standards and of any change made in the standards from time to time.



6. BACKGROUND INVESTIGATIONS:

- 6.1 The Provider who is considering a potential applicant for a position that will require authorized access to perform work associated with driver's licenses or who may be assigned to perform work tasks associated with driver's licenses shall require the potential employee to submit to a background investigation to include a national criminal history records search and a state background investigation as is required by Section 9-11-10.1 NMSA 1978.
- 6.2 The Provider and the Provider's employees are fully responsible for the acts or omissions of the services the Provider provides under this Agreement.
- 6.3 A background investigation on all Users and employees of the Provider who work on MVD matters will be conducted prior to the start date of the User or employee. Fingerprints are required for a national criminal history records search and state background investigation. The background investigation, at a minimum, shall include the following:
- (1) The User or employee's work history.
 - (2) The User or employee's tax compliance history (New Mexico and federal).
 - (3) The User or employee's driving history.

7. PROVIDER PERSONNEL:

- 7.1 The Provider shall not hire or engage the services of any current employee of the Department unless Provider has first notified the Director or a Deputy Director of MVD.
- 7.2 The Provider shall not, without written permission from MVD, employ any individual to provide MVD services if the individual has been subject to disciplinary action by the Provider or other previous employer within the last ten (10) years.
- 7.3 The Provider's employees shall agree to background investigations before the date of hire. The Provider shall not knowingly employ any individual to provide MVD services if the individual has:
- (1) Any felony conviction within the last ten (10) years.
 - (2) A conviction involving misdemeanor offenses punishable by six (6) months or more imprisonment, DWI offenses, fraud or fraudulent activities, theft, bribery, making false statements, or any crime involving dishonesty or moral turpitude.
- 7.4 The Provider shall maintain an accurate employee log of all Provider's employees working on MVD matters or employees who have access to Motor Vehicle Information. The employee log shall contain the name, address, date of birth, date of hire, social security number, date of the background investigation, and work schedule of such employees. The Provider shall notify the MVD Designated Representative, Director, or Deputy Director when there is any change related to the Provider's employees within twenty-four (24) hours of event.
- 7.5 The Provider shall immediately suspend any employee from access to MVD software, equipment, inventory, facility, products, and services upon notification from MVD or TRD that a criminal or administrative investigation was initiated regarding that individual.



- 7.6 The Provider is required to inform all employees of updates and changes regarding MVD policies, rules, and regulations in relationship to daily operations and transactions.
- 7.7 The Provider is required to inform and make available appropriate forms to all employees explaining the Provider's human resources policies.
- 7.8 The Provider shall inform all employees, agents, and contractors in writing that they are mandated to report violations of applicable laws, rules, regulations, or conditions of this Agreement directly to the TFID of TRD.

8. NOTIFICATIONS AND REPORTING CHANGES:

- 8.1 Within thirty (30) business days after signing this Agreement, the Provider is required to provide MVD with the employee log and required information for authorized employees listed in paragraph 5.7 within this agreement.
- 8.2 The Provider shall report any known violation of the terms of this Agreement, including violation of applicable laws, rules, or regulations, acts or omissions of its employees or customers, regarding the services provided herein to the Director or Deputy Director of MVD within twenty-four (24) hours of becoming aware of the incident. This provision includes, but is not limited to, reporting of any attempt to bribe an employee, potential customer fraud, any breach of confidentiality of MVD data resources, any misuse of MVD inventory, any breach of testing integrity, and any criminal misconduct, including violation of motor vehicle laws including DWI by its employees.
- 8.3 If an employee of the Provider separates from employment, the Provider shall notify MVD of the change within twenty-four (24) hours of the event of separation.
- 8.4 The Provider shall notify the MVD Director or Deputy Director in writing within two (2) business days of an arrest, on any charge, of any of Provider's Users.

9. TRAINING:

- 9.1 All employees of the Provider who work on MVD matters must be sufficiently trained on MVD policies, procedures, processes, software, and training on system access and transaction completion, before being allowed to process driver or vehicle transactions.
- 9.2 The Provider shall establish and adhere to a timely distribution and training procedure for written materials and instructions forwarded to the Provider by MVD.
- 9.3 All Users are required to attend an MVD-approved vendor training session for both Driver Services and Vehicle Services.
- 9.4 Training plans, training videos, or training documents developed by Provider pertaining to MVD matters must be reviewed and approved by MVD to ensure correctness of material and to ensure standardization of training information among other municipal or county entities that provide MVD services.



- 9.5 The Provider shall maintain training records for all employees working on MVD matters. Records shall include all basic, advanced, or remedial instruction provided to the employee by MVD or by Provider. Training records shall be maintained on site and made available to Authorized MVD Representatives upon request and during audits, inspections, or investigations.
- 9.6 All employees of the Provider must complete a Security Awareness Training session provided on-line by TRD/MVD.
- 9.7 All the Providers and their employees/users that are approved to offer Driver Services are required to complete Fraudulent Document Recognition training provided on-line by TRD/MVD.
- 9.8 The Provider agrees to comply with MVD requests that any named Provider employee(s) complete required MVD training within a timeframe set by MVD.
- 9.9 The Provider shall comply with, and train employees on the confidentiality provisions contained in Section 66-2-7.1, NMSA 1978 and in the DPPA.
- 9.10 Refresher training shall be given a minimum of every two (2) years or as determined by MVD. All wages, costs and other expenses for the Provider and its employees, including travel, lodging, and meal costs for any training shall be the responsibility of the Provider.

10. USER IDENTITY MANAGEMENT:

- 10.1 The Provider and the Provider's office manager, supervisor(s), and employee(s) who are authorized to work on and with MVD matters shall be assigned a unique set of system access codes that identify the User and the User's permissible actions within the MVD transaction applications. The assignment of access codes shall be made available by the Department once a request for a User ID for each authorized individual is approved. The Provider shall ensure that access codes are properly used and secured. The Provider shall immediately change codes upon notice from MVD.
- 10.2 Each of the Provider's employees shall be assigned a unique password. The Provider must ensure that passwords are not shared or disclosed amongst employees.
- 10.3 In the event of employee discipline or separation from employment, the Provider shall notify MVD in writing within twenty-four (24) hours to deactivate the employee's password. Any violation of this provision shall be grounds for suspension or termination defined in Section 20.

11. FACILITY:

- 11.1 This Agreement is contingent upon the Provider maintaining in force during the entire contract period a lease or sublease that extends by its terms to the end of the contract period of this Agreement. If the facility is not owned by the Provider, the Provider is required to provide MVD with a copy of the current lease or rental agreement for the facility, and all amendments thereto.
- 11.2 Prior to the execution of this Agreement, the Provider shall provide MVD a copy of its insurance declarations page showing proof of adequate coverage for its employees and buildings.
- 11.3 The Provider shall maintain its office within the location agreed to by MVD; the Provider shall not move the site to another location without the advance written consent of MVD.



- 11.4 Provider shall maintain a facility open to the public that meets the following criteria:
- (1) Location based on demonstrated public need or market analysis.
 - (2) Office facilities, including lighting, air conditioning, heating, and ventilation that meet the standards of the local community.
 - (3) Parking, including disability parking as prescribed by law, adequate for projected customer demand.
 - (4) Waiting area adequate for projected customer demand.
 - (5) Restroom facilities adequate for public and employee demand, and when possible, separate restrooms for gender and for employees and customers will be available.
 - (6) Testing area providing adequate security and monitoring.
 - (7) Exterior and interior security as required by state and local laws.
 - (8) Employee workstations meeting OSHA and professional office standards.
 - (9) The Provider's entire facility shall be smoke-free.
- 11.5 The Provider's entire facility and parking area shall follow the Federal Americans with Disabilities Act of 1990, defined in Title 42 U.S.C., Chapter 126, Section 12101, and Equal Opportunity for Individuals with Disabilities et seq., as amended.
- 11.6 The Provider is required to ensure facilities contain adequate access for the delivery of MVD products and services.
- 11.7 The Provider shall designate a secure location(s) for computer equipment, printers, all data, and other sensitive information to ensure that the public or unauthorized employees are prohibited or prevented from accessing or viewing confidential information.
- 11.8 The Provider shall adopt a current facility maintenance plan or update the existing acceptable facility maintenance plan and submit the plan to MVD Representative within thirty (30) days of execution of this agreement for review and approval. The Provider shall be responsible for assuring that the interior and exterior of the facility premises are maintained in a clean, safe, and attractive condition always.
- 11.9 The facility maintenance plan shall include that carpets and floor be professionally cleaned as needed and no less than once per year and that the walls are maintained and free of markings and damage. Interior walls are required to be repainted when necessary or ordered by the MVD representative during the term of this Agreement.
- 11.10 The Provider's exterior facilities shall be well marked, with adequate signs to ensure the public is able to locate the facility conveniently, and as may be directed by MVD.
- 11.11 The Provider shall prominently display on the premises and clearly visible to the public a sign no less than 2ft x 2ft specifying the charges imposed by the Provider for providing services and products in addition to the fees charged.
- 11.12 The Provider shall prominently display on the premises and clearly visible to the public a sign no less than 2ft x 2ft using the following or similar language:



11.12.1 "This Motor Vehicle Division office is operated by the Municipality under an agreement with the Motor Vehicle Division of the Taxation and Revenue Department. Comments regarding service or other concerns should be directed to (City, Town, Village of, address and telephone number) or to Director, Motor Vehicle Division, P.O. Box 1028, Santa Fe, NM 87504-1028, (505) 827-2296."

11.13 The Provider shall not allow members of the public or the Provider's employees to post, advertise, or display any printed materials, pictures, or photographs that support, endorse, promote, or oppose political, religious, or offensive causes.

12. INVENTORY AND SUPPLIES:

12.1 Provider is required to maintain an accurate inventory of supplies and resources provided by MVD. MVD shall provide a list of items to be inventoried by Provider and a format for Provider to follow. The Provider shall maintain a record of ordered inventory, received inventory, inventory used and inventory discrepancy reports. Inventory records shall be maintained on site and made available to the MVD Representative upon request. Records shall be retained in accordance with MVD record retention requirements. Inventory records shall not be destroyed without MVD approval.

12.2 Inventory shall remain in a designated area that is secured. The Provider is required to reimburse MVD for all loss of MVD inventory, regardless of reason, and shall reimburse MVD for all loss of inventory. Required secured inventory shall be stored in the following:

- (1) A safe.
- (2) An inventory room with a security lock or locks on the door.
- (3) A secured lockable cabinet.

12.3 The Provider is required to ensure that only authorized Users have access to MVD related inventory and supplies.

12.4 The Provider is responsible for all inventory discrepancies and is required to investigate the cause of the inventory discrepancies annually. A written report of inventory discrepancy investigations must be submitted to the TFID, the MVD Director, or Deputy Director upon completion. The Provider is required to reimburse MVD for all loss of MVD inventory, regardless of reason, and shall agree to reimburse MVD for all loss of inventory.

12.5 Provider shall immediately report the discovery of any theft, burglary, or loss of equipment or inventory or controlled documents or products to the appropriate local law enforcement agency, the Municipal Oversight Coordinator, and the Deputy Director of MVD.

12.6 Provider shall reimburse MVD for any loss of MVD inventory and agrees to reimburse MVD for any direct or indirect loss sustained as the result of such loss.

13. SECURITY

13.1 The Provider shall implement and/or review the existing security plan and submit the new, existing, or updated security plan for the business location to the MVD Representative within thirty (30) days of execution of this agreement for review and approval. The security plan shall



contain specifics that eliminate or reduce the potential for loss of MVD inventory and improper access to MVD data systems. Security plan requirements are listed in Appendix D "Mandatory Computer/Network Security Requirements."

- 13.2 Providers are required to ensure that all monies received for MVD operational funds are secured in locking cash registers or lockable drawers.
- 13.3 The Provider shall immediately report the discovery of any burglaries, and thefts of equipment or controlled documents and controlled products to the appropriate local law enforcement agency and the Director or Deputy Director of MVD. The Provider shall reimburse MVD for loss of all MVD equipment or inventory regardless of reason and shall reimburse MVD for any direct or indirect loss sustained as the result of such loss.

14. RECORDS AND RECORD REPORTING:

- 14.1 All records are the property of MVD and shall be accessed by Provider and its employees for MVD business purposes only. Records, for this purpose, are defined as all documentation related to MVD daily business operations or transactions, whether the records are handwritten, hard copies, originals, scans, typed, emails, or electronic documents or files regardless of physical form or characteristic. MVD shall make available to Provider access to MVD vehicle and driver record files. Such access shall be strictly limited in scope to that information needed by Provider in the conduct of Provider's MVD related business. The information obtained through such access shall be used exclusively for the services covered by this Agreement. Provider and its employees are prohibited from accessing or disseminating the information received from MVD for any other purpose unless allowed pursuant to Section 66-2-7.1, NMSA 1978 of the Motor Vehicle Code or the DPPA.
- 14.2 The Provider shall allow only authorized Users to access the database records to obtain information necessary to perform functions and duties of the Provider. No other individual or entity shall access or otherwise utilize any information or data obtained pursuant to this Agreement for any purpose not permitted or authorized in writing by MVD. Information from the records or otherwise obtained in connection herewith shall not be provided to any individual, company, entity, or agency without prior authorization in writing by MVD. Unauthorized use or dissemination of MVD information will be grounds for immediate suspension of the User pending further investigation or may result in termination of this Agreement.

15. AUDITS, INSPECTIONS, AND INVESTIGATIONS:

- 15.1 The Provider's facilities/service locations, operations, and records are subject to periodic audit and inspections. TRD/MVD and TFID, through their authorized representative(s), shall conduct random inspections and audits with or without prior notice to the Provider during regular business hours to evaluate Provider's operations and to ensure compliance with this Agreement, as well as with state and federal laws, rules, and regulations. The Provider is required to maintain detailed records of all transactions performed under this Agreement for a period of three (3) years from the date the transaction is processed.



- 15.2 Authorized TRD, MVD, and TFID Representatives are entitled to make copies of all the Provider records at MVD's expense. Records used for MVD-related business, shall indicate the date, time and nature of the services rendered and shall include, but not be limited to, MVD required transaction reports, payments to MVD, balance and close out documents, daily financial records, such as deposit information, with total daily revenue summaries for the office.
- 15.3 Provider shall scan all required documentation pertaining to transactions within 24 hours of a transaction being processed. Provider will keep the original records securely at its service locations until confirmation of the scanned documentation has been verified by the MVD manager. Once verification has been confirmed Provider will properly destroy documentation following the required Mandatory Destruction Process in accordance with Federal and State law and policies. Records that contain confidential or sensitive information shall be destroyed through a bonded and insured document recycling vendor or by shredding in such a manner that the information cannot be read, interpreted, or reconstructed. Failure to comply with the provisions of this subparagraph shall constitute a material breach of this Agreement, entitling MVD to disallow access to the MVD system for transaction processing or suspension until further investigation by MVD Representative until corrective action is determined.
- 15.4 The Provider shall be informed in writing by MVD within ten (10) business days of an audit or inspection of any deficiencies it may have regarding compliance with applicable laws, rules, regulations and/or this Agreement that are determined to exist because of an audit, inspections, or failure to comply with required record maintenance. Within ten (10) business days of receiving written notification of deficiencies, the Provider shall develop a plan to correct reported deficiencies. The Provider's corrective action plan must be reviewed and approved by MVD. To ensure compliance, a secondary audit will be scheduled within fourteen (14) business days after the implementation of the approved corrective action plan. Failure of compliance at the time of the secondary audit will result in the suspension or termination of this Agreement.

16. PROVIDER COMPENSATION & TAX REQUIREMENTS:

- 16.1 Provider is entitled to no compensation under this Agreement other than that provided by statute. As compensation for operating a motor vehicle field office, Provider shall be paid in accordance with Sections 66-6-23(A) (1) and (A) (2) NMSA 1978, as that section may be amended and renumbered.
- 16.2 Provided that the reports required from Provider have been audited and accepted as required by Section 66-6-22.1, NMSA 1978, payment, less any applicable penalties, shall be made to Provider no later than the 24th day of the month following the month of collection by Provider, or the date deposited to the credit of MVD, whichever is later. Payment shall be accompanied by a report that includes, at a minimum, the date range for which the payment covers, and shall be based on transactions reported to MVD by Provider.
- 16.3 Notwithstanding anything to the contrary contained herein, the Provider shall have the right to assess its own fee for each customer transaction.



16.4 The Provider is not subject to the provisions of the Gross Receipts and Compensating Tax Act relative to registration for, filing and paying gross receipts tax on receipts under this Agreement.

17.ASSIGNMENT

17.1 Provider shall not assign or transfer any interest in this Agreement or assign any claims for money due under this Agreement.

18.DISCLOSURE OF INFORMATION / CONFIDENTIALITY:

18.1 During the term of this Agreement, and after any termination hereof, the Provider, its employees, officers, or representatives shall not disclose, distribute, make available or utilize in any manner whatsoever, any information, data, records, secrets, or confidential material which was obtained during the performance of this Agreement.

18.2 The Provider shall not sell or disclose to any person, firm or corporation, any information regarding the persons to whom license plates, decals, registrations, licenses, or identification cards have been issued or any information of any kind tending to disclose the number thereof issued or the person(s) to whom the same were issued.

18.3 The Provider and all Users are subject to the criminal sanctions for unauthorized disclosure of confidential information found in Section 66-2-7.1(B), NMSA 1978 and the civil sanctions found in the DPPA at Title 18 U.S.C § 2724, as such statutes may be amended or renumbered.

18.4 The Provider shall further require all Users to sign an acknowledgement form acknowledging that the User will be subject to criminal and civil sanctions for unauthorized disclosure as provided above.

19.TERM:

19.1 This Agreement shall be effective on the date on which the parties duly execute it in full. This Agreement will expire on December 31, 2027, unless terminated or suspended pursuant to the terms of this Agreement.

20.SUSPENSION, REINSTATEMENT& TERMINATION:

20.1 TRD may suspend access to any MVD data for a period at the discretion of the MVD Director, for violation of any material condition or obligation under this Agreement, any alleged violation of the Motor Vehicle Code and associated MVD rules and regulations, and the timely processing of MVD transactions and required remittance of MVD or TRD fees. If the Provider believes that suspension is inappropriate, the Provider may appeal the suspension in writing to the MVD Director within three (3) days of the suspension, but any such appeal does not stay the suspension. The Director's decision on the appeal will be final.

20.2 Either party may terminate this Agreement without cause upon at least thirty (30) days advance written notice to the other. By such termination, neither party shall be excused from responsibilities or obligations incurred or to be performed prior to the notice date of termination.

20.3 MVD may terminate this Agreement immediately upon determining that the Provider or any of its employees, agents, contractors, or representatives has:



- (1) Falsified any record or information pertaining to this Agreement.
- (2) Committed an act or omission that compromises or has the potential to compromise the integrity of TRD operations or systems.
- (3) Issued, written or produced any form of payment to TRD and said payment is returned or denied payment by any banking or credit institution, unless caused by an error or created by a third party which is not the fault of the Provider.
- (4) Failed to timely remit mandatory scanned supporting documentation for processed transactions.
- (5) Failed to timely remit to TRD fees collected.

20.4 If this Agreement is terminated, the Provider shall surrender to MVD all official records, forms, documents, supplies, and equipment furnished by MVD, and shall take such action as TRD shall direct for the protection, preservation, retention, or transfer of all property titled to TRD and records generated under this Agreement. Any property or equipment provided to Provider shall be returned to TRD upon termination and shall be submitted to TRD within two (2) business days after termination date of the Agreement.

20.5 The Provisions of paragraph 20.4 within this Agreement are not exclusive and do not waive TRD's other legal rights and remedies caused by Provider's default/breach of this Agreement, including referral to appropriate law enforcement agencies for criminal prosecution.

21. INSURANCE:

- 21.1 The Provider shall procure and maintain for the duration of this Agreement, at its own cost and expense, primary insurance coverage against claims for injuries to person or damages to property that may arise from or regarding activities undertaken by Provider, its agents, representatives, employees, or subcontractors. This insurance shall cover such claims as may be caused, in whole or in part, by any act, omission, or negligence of Provider or its officers, agents, representatives, employees or subcontractors.
- 21.2 The Provider agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If Provider fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by MVD.

22. LIABILITY:

- 22.1 In no event shall MVD or its employees be liable to Provider for any direct, indirect, or consequential damage which is the result of acts of God, strikes, lockouts, riots, acts of war, epidemics, power failures, equipment or software failures, nuclear accidents, or other disasters.
- 22.2 MVD and its employees shall not be liable for any claims of any nature against Provider by any party arising from any failure of Provider to transmit or interpret the record access information accurately.



23. EMPLOYMENT STATUS:

23.1 The Provider, its officers, agents, representatives, and employees are independent contractors performing services for MVD under this Agreement and are not employees of the State of New Mexico. Provider, its officers, agents, representatives, and employees shall not accrue leave, nor be eligible for retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the State of New Mexico.

24. NEW MEXICO EMPLOYEES' HEALTH COVERAGE:

24.1 If Provider has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, the Provider certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between the Provider and the State exceed \$250,000 dollars.

24.2 The Provider agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

24.3 The Provider agrees to advise all employees of the availability of State publicly financed health care coverage program.

25. EQUAL OPPORTUNITY COMPLIANCE:

25.1 The Provider agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Provider assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Provider is found not to be following these requirements during the life of this Agreement, the Provider agrees to take appropriate steps to correct these deficiencies.

26. SUBCONTRACTING:

26.1 The Provider shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of MVD.

27. DISPUTES:

27.1 In the event of a breach, the terms of this Agreement in Section 20 define the remedies of the parties. The Provider's sole remedy is specific performance on the part of MVD.



27.2 Venue of any lawsuit filed by either party against the other arising in whole or in part out of this Agreement shall be in District Court, County of Santa Fe, and State of New Mexico.

27.3 Disputes between the Provider and members of the public concerning the Provider's denial of or failure to either allow or deny any license, permit, placard, or registration provided for under the Motor Vehicle Code, shall be handled by MVD in accordance with Section 66-2-17, NMSA 1978 and customers shall be so informed, as necessary.

28. AMENDMENT:

28.1 This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

29. INDEMNIFICATION:

29.1 Neither party shall be responsible for liability incurred because of the other party's acts or omissions relating to this Agreement including the acts, omissions, or negligent actions of the other party. Any liability incurred regarding this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, and Sections 41-4-1, et seq., as amended. This paragraph is intended only to define the liabilities between the parties, and it is not intended to modify in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. If any action, suit or proceeding related to the services performed by the Provider or any officer, agent, employee, servant, or subcontractor under this Agreement is brought against the Provider, the Provider shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the MVD by certified mail.

30. NOTICES:

30.1 All notices or demands upon either party hereto by the other pursuant to this Agreement shall be in writing and shall be faxed, emailed, delivered in person, or sent by mail.

30.2 The Provider shall notify the MVD Director or Deputy Director in writing thirty (30) calendar days prior to any change in either Provider's mailing address or Provider's designated contact person.

30.3 Provider designates the following individual at the following address to be its representative to receive written notices and communications, which are provided under this Agreement:

Name:
Title:
Mailing Address:

Physical Address:

Email:
Phone:



30.4 MVD designates the following individual at the following address to be its representative to receive written notices and communications, which are provided under this Agreement:

Name: Michael Griego
Title: Municipal Oversight
Coordinator
Address: Motor Vehicle Division
1100 S St. Francis Dr.
Santa Fe, NM 87505-4147
Email: Michael.Griego2@tax.nm.gov
Phone: (505) 219-5536

30.5 Provider shall keep MVD informed in writing of its current emergency notification address and telephone number where the Provider may be contacted in the event of an emergency. MVD shall provide similar information regarding the MVD contact.

31. SEVERABILITY:

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

31.2 MVD shall have no liability to the Provider if this Agreement is held to be invalid or unenforceable, in whole or in part.

32. ENTIRE AGREEMENT:

32.1 This Agreement shall be governed by the laws of the State of New Mexico and subject matter jurisdiction lies with the State of New Mexico.

32.2 This Agreement and Appendices referred to herein, incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter of this Agreement.

33. ENFORCEMENT OF AGREEMENT:

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

34. AUTHORITY:

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



(Signature page to follow)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date on the last Signature affixed to this Agreement.

State of New Mexico Taxation and Revenue Department: Motor Vehicle Division

Mark Chaiken, Tax Policy Director
Department of Taxation and Revenue

Date

Htet Gonzales
Acting Director, Motor Vehicle Division
Department of Taxation and Revenue

Date

Mike Baca
Chief Information Officer
Department of Taxation and Revenue

Date

JoAnn Chavez
Acting Administrative Services Division Director
Department of Taxation and Revenue

Date

Mayor

Date

Approved as to form:

City/County Attorney

Date



APPENDIX A

Mandatory Computer Requirements – Driver Services

Item	Description
1	Local Scanning Hardware/Software (1) Required per office location <ul style="list-style-type: none"> • Scanner-Fujitsu 7160 (Model FI-7160)-captures documents or equivalent • Licensing/Subscription for EMC CWC (projected cost \$350/yr.)
2	Workstation for each employee simultaneously accessing Tapestry <ul style="list-style-type: none"> • Intel Core i5 or higher • 8GB RAM • Integrated Graphics • At least one VGA port and another video port for sending video signals to support dual monitors (Examples-VGA +Display Port, VGA+DVI, VGA+HDMI, VGA+VGA) • 500GB hard drive • Minimum 6 USB ports • Win 7 minimum OS • Internet Explorer 11 • Adobe Acrobat Reader DC Monitor – 17” or larger Mouse Keyboard
3	Printer- HP LaserJet P3015dn Printer or equivalent
4	PROVIDER must supply his or her own POS hardware and software. No Provider will use Tapestry POS hardware or software.
5	Minimum bandwidth connection to Internet <ul style="list-style-type: none"> • 1 - 4 Persons Office: 1.5Mbps • 5-10 Persons Office: 3-5Mbps • 10-20 Person Office: 5-15Mbps
ADDITIONAL REQUIREMENTS NEEDED –	



Providers Qualified to Produce Credentials	
1	TRD-specified Camera Station
2	TRD-specified Eye Testing Machine(s)

Mandatory Computer Requirements – Vehicle/Vessel Services

Item	Description
1	<p>Local Scanning Hardware/Software</p> <p>(2) Required per office location</p> <ul style="list-style-type: none"> • Scanner-Fujitsu 7160 (Model FI-7160)-captures documents or equivalent • Licensing/Subscription for EMC CWC (projected cost \$350/yr.)
2	<p>Workstation for each employee simultaneously accessing Tapestry</p> <ul style="list-style-type: none"> • Intel Core i5 or higher • 8GB RAM • Integrated Graphics • At least one VGA port and another video port for sending video signals to support dual monitors (Examples-VGA +Display Port, VGA+DVI, VGA+HDMI, VGA+VGA) • 500GB hard drive • Minimum 4 USB ports • Win 7 minimum OS • Internet Explorer 11 • Adobe Acrobat Reader DC <p>Monitor – 17” or larger</p> <p>Mouse</p> <p>Keyboard</p>
3	Printer- HP LaserJet P3015dn Printer or equivalent
4	<p>PROVIDER must supply his or her own POS hardware and software.</p> <p>No Provider will use Tapestry POS hardware or software.</p>
5	<p>Minimum bandwidth connection to Internet</p> <ul style="list-style-type: none"> • 1 Person Office: 1.5Mbps • 5-10 Person Office: 3-5Mbps • 10-20 Person Office: 5-15Mbps



APPENDIX B

MANDATORY Requirements

Providers Qualified by MVD to Perform Driver Transactions

In addition to requirements specified elsewhere in the Motor Vehicle Service Provider Agreement, the Provider must commit to obtaining/providing the following:

Item	Description
1	<p>Corporate Performance and Surety Bond for Loss, Fraud, Theft, Employee Dishonesty, and any act, omission or negligence of Company, its officers, agents, representatives, employees, or contractors</p> <p>1 – 5,000 Transactions/year amount of bond: \$125,000</p> <p>5,001 – 15,000 Transactions/year amount of bond: \$250,000</p> <p>15,001 and over Transactions/year amount of bond: \$500,000</p> <p>A Provider performing more than one Type of Transactions (Driver, Vehicle, Vessel, and/or Driver Education) need only obtain one bond for the corporation/partnership.</p> <p>A Provider possessing current insurance or bond coverage for all these aspects, need only add MVD as a named party.</p> <p>Providers without blanket coverage including the above listed events can obtain multiple bonds or insurance policies. Bonds are preferred. When coverage is split into different policies or bonds, each policy or bond must be for the minimum amount of coverage the Provider must cover, given the Provider's transaction volume.</p>



APPENDIX C

MANDATORY Requirements for Providers

Qualified by MVD to Perform Vehicle & Vessel Transactions

In addition to requirements specified elsewhere in the Motor Vehicle Service Provider Agreement, the Provider must commit to obtaining/providing the following:

Item	Description
1	<p>Corporate Performance and Surety Bond for Loss, Fraud, Theft, Employee Dishonesty, and any act, omission or negligence of Company, its officers, agents, representatives, employees, or contractors</p> <p>1 – 5,000 Transactions/year amount of bond: \$125,000</p> <p>5,001 – 15,000 Transactions/year amount of bond: \$250,000</p> <p>15,001 and over Transactions/year amount of bond: \$500,000</p> <p>A Provider performing more than one Type of Transactions (Driver, Vehicle, Vessel, and/or Driver Education) need only obtain one bond for the corporation/partnership.</p> <p>A Provider possessing current insurance or bond coverage for all these aspects, need only add MVD as a loss payee.</p> <p>Providers without blanket coverage including the above listed events can obtain multiple bonds or insurance policies. Bonds are preferred. Coverage that is split into different policies or bonds, each policy or bond must be for the minimum amount of coverage the Provider must cover, given the Provider's transaction volume.</p>
2	<p>VIN Inspection Bond of \$30,000 per VIN inspector required unless the VIN inspectors are already under the blanket coverage of the corporation.</p>



APPENDIX D

MANDATORY Minimum-Security Requirements

In addition to Security Requirements listed in the Agreement, Provider must also comply with the following, depending on the type of transactions the Provider has been authorized by MVD to perform:

Providers Approved for Driver and or Vehicle\Vessel Services Only	
Item	Description
1	A Separate, unique email box for each Provider employee performing Tapestry transactions. The sharing or disclosure of user IDs or logon credentials is PROHIBITED.
2	<p>Any computing devices connected to MVD systems are required to have up-to-date system updates and antivirus/antimalware installed, full disk encryption is also recommended. The use of removable media is prohibited unless approved by MVD and should be encrypted.</p> <p>Further instructions for implementing minimal required security controls can be found here: http://csrc.nist.gov/publications/fips/fips200/FIPS-200-final-march.pdf</p> <p>Definitions for removable media - USB port devices (external hard drive), Compact Discs (CDs), Digital Versatile Discs (DVDs), USB flash/thumb drives, handheld wireless devices, media device, camera, audio recording device, and any other existing or future mobile storage device.</p> <p>Documentation on encryption standards can be found at: http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf</p>
3	Any computing devices including Provider networking devices (routers, switches, firewalls) used for connecting to MVD System such as Tapestry must use strong, complex password including one capital, one number, and one special character. Default, simple out of the box passwords should be changed or disabled.
4	<p>When a device with a hard drive or other storage medium including copier/scanner is no longer needed, the data contained is to be deleted and the storage medium destroyed.</p> <p>Guidelines on how this removal can be accomplished can be found at: http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf</p> <p>This process should be documented and reported to MVD.</p>
5	<p>Any sensitive PII obtained under this contract shall be removed from the Provider-owned information technology assets upon termination or expiration of the Provider agreement.</p> <p>Guidelines on how this removal can be accomplished can be found at: http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf</p> <p>This process should be documented and reported to MVD.</p>
6	The Provider agrees that in the event of any actual or suspected breach of PII (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic.) will be reported to MVD and to TRD CSO within 24 hours of its discovery.



7	The Provider should ensure any computing devices connected to MVD system such as Tapestry should be physically secured to prevent unauthorized removal or theft.
8	Providers must not email Personally Identifiable Information (PII) to prevent disclosure.
9	Users must not save their password in the Internet Web Browser.



Appendix E

MVD MISSION AND CORE VALUES

MVD Mission:

Outstanding service to the motoring public- every customer, every transaction, every time.

MVD Vision:

National excellence in motor vehicle services and operations.

MVD Core Values:

- To take care of our customers by taking care of our staff.
- To provide a supportive and professional work environment with a focus on teamwork, documented policies and procedures, accountability, person responsibility, employee development, and good communication.
- To provide quality customer services that is consistent, timely, accurate, confidential, efficient, and professional.
- To value our customers' time by minimizing field office, wait times, and by providing alternative service delivery channels which eliminate the need to wait in line.
- To minimize fraud and opportunities for identity theft.
- To meet state and federal requirements with budget parameters.

Provider's signature

Date



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 6, 2023

SUBJECT: Adopting Recommendation of the Veterans Advisory Board for Commemorative Bricks
DEPT. OF ORIGIN: Fire Department
DATE SUBMITTED: January 30, 2023
SUBMITTED BY: Barry Young, Fire Chief

Summary:

The City of Hobbs Veterans Advisory Board met in open session on August 17, 2022 to determine eligibility, fees, brick locations, brick layout, and the name of the path at the Hobbs Veterans Memorial Park. The board voted unanimously to limit eligibility to all veterans, living or deceased, who live or have lived in Lea County, or who lived in Lea County at the time of entry into the service or at the time of separation, and who have received an honorable or medical discharge after having served at least ninety (90) days of continuous active duty. The board voted unanimously to make the bricks free of charge for all eligible persons with a suggested donation of fifty dollars (\$50.00). The board unanimously voted to require bricks to be laid twice a year, on memorial Day and Veterans Day, and the brick path will start at the US Flag on the east side of the park and progress west. The bricks are to have four lines placed to include: name, branch and rank, war and years, and Lea County hometown (or town lived when served). The board also voted unanimously to name the brick path the "Veterans Path of Freedom".

Fiscal Impact:

Reviewed By:

Finance Department

The City will cover the costs of all bricks which are approved through the application process. A suggested donation from each applicant of fifty dollars (\$50.00) could potentially cover the cost of each brick, resulting in little to no fiscal impact.

Attachments:

- 1. Resolution
2. Application

Legal Review:

Approved As To Form:

City Attorney

Recommendation:

Approval of resolution to adopt the recommendation of the Veterans Advisory Board related to procedures for commemorative bricks.

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. 7311

A RESOLUTION ADOPTING THE RECOMMENDATION OF THE VETERANS
ADVISORY BOARD RELATED TO PROCEDURES FOR COMMEMORATIVE BRICKS
LOCATED AT THE HOBBS VETERANS MEMORIAL PARK HAAF

WHEREAS, pursuant to the Hobbs Municipal Code Section 2.62.020, the Hobbs Veterans Advisory Board met in an open session on Wednesday, August 17, 2022, to determine eligibility, fees, brick locations, brick layout, and name of path at the Hobbs Veterans Memorial Park HAAF; and

WHEREAS, with regard to eligibility for a commemorative brick, the Hobbs Veterans Advisory Board voted unanimously to limit eligibility to all veterans, living or deceased, who live or lived in Lea County, or who lived in Lea County at the time of entry into the service or at the time of separation, and who has received an honorable or medical discharge after having served at least ninety (90) days of continuous active duty; and

WHEREAS, with regard to fees, the Hobbs Veterans Advisory Board voted unanimously to make the bricks free of charge for all eligible persons with a suggested donation of fifty dollar (\$50.00); and

WHEREAS, with regard to brick locations, the Hobbs Veterans Advisory Board voted unanimously to require that bricks be laid twice a year on Memorial Day and Veterans Day and that the brick path will start at the US flag on the east side of the park and progress west; and

WHEREAS, with regard to brick layout, the Hobbs Veterans Advisory Board voted

unanimously to have four lines placed in each brick to include: name; branch and rank; war and years; and Lea County hometown (or town lived when served); and

WHEREAS, with regard to the name of the path, the Hobbs Veterans Advisory Board voted unanimously to name the brick path the “Veterans Path of Freedom”; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the recommendations of the Hobbs Veterans Advisory Board outlined herein are hereby approved and adopted; and

BE IT FURTHER RESOVLED, that the City of Hobbs, via the City Manager and his/her designee, shall take all steps necessary to secure funding for the bricks and brick engraving, including but not limited to utilizing any sums maintained in the fund created for the design and construction of the Hobbs Veterans Memorial Park HAAF; and

BE IT FURTHER RESOLVED, that the City of Hobbs, via the City Manager and his/her designee, shall create an account for all expenditures, donations, and allocations for the implementation and maintenance of the bricks as approved by the Hobbs Veterans Advisory Board.

PASSED, ADOPTED AND APPROVED this 6th day of February, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



IT ALL HAPPENS HERE™

Veterans Memorial Park

“Veterans Path of Freedom”

The City of Hobbs is excited to be developing the “Veterans Path of Freedom” at the Veterans Memorial Park to honor veterans, past and present. If you are a veteran, or know a veteran who would like to have their name on a brick, please submit this application form along with a proof of service and residency.

Who can be placed on the Path of Freedom: All veterans, living or deceased, who live or lived within Lea County, or who lived in Lea County at the time of entry into the service or at the time of separation, may have their name placed on a brick for free. Donations may be made to the City of Hobbs for upkeep and maintenance of the Park.

To qualify for name placement on the Path of Freedom must be currently on active duty or have received an honorable or medical discharge after having served at least 90 days of continuous active duty.

Application Submission: Once completed please submit this application with your proof of military service and residency to the Hobbs Fire Department by the information provided below.

Mail:
City of Hobbs Fire Department
301 E White
Hobbs, NM 88240

Email:
dankerholz@hobbsnm.org

In Person:
Hobbs Fire Department
301 E White
Hobbs, NM 88240
Monday-Thursday 8:00am to 6:00pm

Applicant Contact Information

Name: _____ Cell Phone: _____
Email Address: _____ Relationship to Honoree: _____
Mailing Address: _____
City: _____ State: _____ Zip: _____

Honoree Information (To be used for Veterans Path of Freedom inscription)

First Name: _____ Middle Initial: _____ Last Name: _____
Branch of Service: USMC ARMY NAVY Air Force Coast Guard Other
Period of Service: _____ Military Rank: _____ Pay Grade: Officer Enlisted

WAYS TO DEMONSTRATE PROOF OF MILITARY SERVICE

- Certificate of Discharge from Military Service (i.e. – DD-214, NG-22)
- Active Duty military personnel are not required to show permanent residence, however verification of residency may be provided by way of a City utility bill, driver’s license, or other acceptable means.
- New Mexico National Guard or reservists may provide an NG-22 form for separation from the National Guard or Active Reserve component.
- Military Service, other than active duty (i.e. – Merchant Marine, WASP, WAAC, etc.)

Please use a separate form for each 4" X 8" tile brick paver ordered.

Name of person ordering _____

Address _____

Phone Number _____ Email Address _____

Brick Engraving Information (maximum of 13 characters per line, including spaces)

Name

Branch, Rank

War, Years

Hometown (or town lived when served)

Mail or bring completed form to: City of Hobbs Fire Department, 301 E. White, Hobbs, NM 88240 or
email to dankerholz@hobbsnm.org



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 6, 2023

SUBJECT: PUBLICATION OF AN ORDINANCE AMENDING SECTION 15.04.020 OF THE HOBBS MUNICIPAL CODE TO INCORPORATE THE 2021 INTERNATIONAL FIRE CODE

DEPT. OF ORIGIN: Fire Department
DATE SUBMITTED: January 30, 2023
SUBMITTED BY: Barry Young, Fire Chief

Summary: The City of Hobbs Building Code is adopted in Chapter 15.04. Section 15.04.020 authorizes the City Building Official to issue orders in conjunction with the Fire Marshal in accordance with and substantially embodied in the applicable provisions of the City's Fire Code. Currently, Section 15.04.020 incorporates the 2006 Edition of the International Fire Code. On January 17, 2017, the City Commission adopted the "2015 Edition" of the International Fire Code. The City of Hobbs Fire Department, including the Fire Marshal's Office, believes a change to the 2021 International Fire Code would allow the Department to proactively address fire concerns that are not contemplated by the 2015 International Fire Code.

Fiscal Impact: Reviewed By: [Signature] Finance Department
There is no fiscal impact for this Ordinance.

Attachments: Ordinance

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

Recommendation: The Commission should consider publication of the proposed Ordinance.

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

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

CITY OF HOBBS

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 15.04.020 OF THE HOBBS MUNICIPAL
CODE TO INCORPORATE THE 2021 INTERNATIONAL FIRE CODE

WHEREAS, The City of Hobbs has adopted the International Fire Code as the City of Hobbs Fire Code and is seeking to update to the International Fire Code, 2021 Edition; and

WHEREAS, currently, the City of Hobbs Fire Code, by adoption, is the "International Fire Code, 2015 Edition" which was adopted on January 17, 2017; and

WHEREAS, the International Fire Code, 2015 Edition, does not address many contemporary fire issues facing the Hobbs Fire Department in 2023; and

WHEREAS, Section 15.04.020 authorizes the City of Hobbs Building Official to issue orders in conjunction with the Fire Marshal in accordance with and as substantially embodied in the applicable provisions of the adopted Fire Code; and

WHEREAS, the City of Hobbs Fire Department, including and especially the City of Hobbs Fire Marshal's Office, believes adoption of the International Fire Code, 2021 Edition, will allow the Department to more efficiently and proactively save lives and property, in conjunction with the City of Hobbs Building Official, by preventing certain fire hazards not contemplated by the 2015 Edition.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Section 15.04.020 of the Hobbs Municipal Code, is hereby amended as more specifically described as follows:

15.04.020 Power, duties and enforcement by building inspection department.

The building code adopted by Section 15.04.010(A) shall be enforced by the Building Official or authorized agent. The Building Official is directed and empowered to enforce such rules and regulations necessary to carry out the duties of his or her office and more specifically to issue orders in conjunction with the Fire Marshal in accordance with and as substantially embodied in the applicable provisions of the International Fire Code, ~~2006~~2021 Edition, as adopted in Chapter 8.32 of this Code, and all additions, amendments, appendices and changes as may occur therein.

(Ord. No. 992, § 3, 6-16-2008)

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 6, 2023

SUBJECT: PUBLICATION OF AN ORDINANCE AMENDING CHAPTER 8.32 OF THE HOBBS MUNICIPAL CODE AMENDING THE CITY'S FIRE CODE ORDINANCE

DEPT. OF ORIGIN: Fire Department
DATE SUBMITTED: January 30, 2023
SUBMITTED BY: Barry Young, Fire Chief

Summary: On January 17, 2017, the City Commission adopted the "2015 Edition" of the International Fire Code via Ordinance No. 1099. The City of Hobbs Fire Department, including the Fire Marshal's Office, believes a change to the 2021 International Fire Code would allow the Department to proactively address fire concerns that are not contemplated by the 2015 International Fire Code.


Fiscal Impact:

There is no fiscal impact for this Ordinance.

Reviewed By: 
Finance Department

Attachments:
Ordinance

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

The Commission should consider publication of the proposed Ordinance.

Approved For Submittal By:


Department Director


City Manager

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

CITY OF HOBBS

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 8.32 OF THE HOBBS MUNICIPAL CODE
AMENDING THE CITY'S FIRE CODE ORDINANCE

WHEREAS, The City of Hobbs has adopted the International Fire Code as the City of Hobbs Fire Code; and

WHEREAS, The City of Hobbs Fire Code is codified in the Hobbs Municipal Code Chapter 8.32; and

WHEREAS, The City of Hobbs Fire Code was last amended via Ordinance No. 1099 on January 17, 2017; and

WHEREAS, currently, the City of Hobbs Fire Code, by adoption, is the "International Fire Code, 2015 Edition"; and

WHEREAS, the International Fire Code, 2015 Edition, does not address many contemporary fire issues facing the Hobbs Fire Department in 2023; and

WHEREAS, the City of Hobbs Fire Department, including and especially the City of Hobbs Fire Marshal's Office, believes adoption of the International Fire Code, 2021 Edition, will allow the Department to more efficiently and proactively save lives and property by preventing certain fire hazards not contemplated by the 2015 Edition.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that Chapter 8.32 of the Hobbs Municipal Code, is hereby amended as more specifically described as follows:

Chapter 8.32 FIRE CODE¹

8.32.010 International Fire Code—Adopted.

- A. There is adopted by the City Commission, for the purpose of prescribing regulations governing conditions hazardous to life and property from fire, hazardous materials or explosion, that certain code and those certain standards known as the International Fire Code, ~~2015-2021~~ Edition, published by the International Fire Code Institute, along with the following appendix chapters:
1. Appendix ~~BE, Fire-flow requirements for buildings~~Hazard Categories;
 2. Appendix ~~CG, Fire hydrant locations and distribution~~Cryogenic Fluids – Weight and Volume Equivalents;
 3. Appendix ~~DM, Fire apparatus access roads or as determined by authority having jurisdiction~~High-Rise Buildings – Retroactive Automatic Sprinkler Requirement.
- B. The International Fire Code mentioned in subsection A of this section, including the enumerated appendices, is adopted, saved and except such portions as are deleted, modified or amended by this chapter. One (1) copy is filed in both the office of the City Clerk and the City Fire Prevention Bureau, and the same is adopted and incorporated as fully as set out at length herein, and the provisions thereof shall be controlling within the City.
- C. All references to Electrical, Mechanical and Plumbing in the International Fire Code are deleted and the blended codes as adopted by the New Mexico Building Code are referenced in this Fire Code.

(Ord. No. 1099 , 1-17-2017)

8.32.020 Establishment and duties of fire prevention services.

- A. The Fire Code, as adopted in Section 8.32.010 and as amended in this chapter, shall be enforced by the Bureau of Fire Prevention in the Fire Department of the City, which is established and which shall be operated under the supervision of the Chief of the Fire Department.
- B. The Chief of the Fire Department may detail such members of the Fire Department and Code Enforcement officers as shall from time to time be necessary to administer this code.
- C. The Fire Marshal is directed and empowered to enforce such rules and regulations necessary to carry out the duties of his or her office and more

¹Editor's note(s)—Ord. No. 1099, adopted Jan. 17, 2017, amended ch. 8.32 in its entirety to read as herein set out. Former ch. 8.32, §§ 8.32.010—8.32.090, pertained to similar subject matter and derived from Ord. 923 §§ 1, 2 (part), adopted 2004; Ord. No. 991, adopted June 16, 2008; and Ord. No. 1054, adopted April 16, 2012.

specifically to issue orders in conjunction with the Building Official in accordance with and as substantially embodied in the applicable provisions of the International Building Code, 2015 Edition, as adopted in Chapter 15.04 of this code, and all additions, amendments and changes as may occur therein.

(Ord. No. 1099 , 1-17-2017)

8.32.030 Definitions.

As used in this chapter:

"Building Official" means the designated authority charged with the administration and enforcement of the International Building Code.

"Fire Marshal" means the officer or the designated authority charged with the administration of the fire prevention bureau; "Fire Marshal" is interchangeable with "fire code official" in this chapter.

"Jurisdiction" means all property within the corporate limits of the City of Hobbs, New Mexico and that property within the extraterritorial zone.

(Ord. No. 1099 , 1-17-2017)

8.32.040 Establishment of limits—Areas in which storage of flammable or combustible liquids in outside aboveground tanks prohibited.

The limits referred to in Sections 5704.3.4 and 5704.3.4.3 of the International Fire Code, in which the storage of flammable or combustible liquids is restricted, is established as City limits, subject to any exceptions as may be established by those rules and regulations promulgated by the Chief of the Fire Department.

(Ord. No. 1099 , 1-17-2017)

8.32.050 Establishment of limits—Areas in which storage of liquefied petroleum gases prohibited.

The limits referred to in Section 6109.1 of the International Fire Code, in which storage and use of liquefied petroleum gas is restricted, are established as City limits. The aggregate capacity of any one (1) installation shall not exceed a two thousand (2,000) gallon water capacity in residential areas. Exceptions are where approved by the Fire Marshal in a multi-container location such as a dispensing station and bulk facilities.

(Ord. No. 1099 , 1-17-2017)

8.32.060 Reserved.

Editor's note(s)—Ord. No. 1054, adopted Apr. 16, 2012, deleted § 8.32.060 which pertained to establishment of limits— Area in which storage of flammable cryogenic fluids in stationary containers prohibited and derived from Ord. 923 §§ 1, 2 (part), 2004.

8.32.070 Amendments.

The International Fire Code is amended as set forth in this section. When an existing section number of the International Fire Code is referred to in the following section, the text in this section shall control. When a new section or subsection is referred to in the following section it shall be added to the International Fire Code, as adopted. The International Fire Code is amended and changed as follows:

Chapter 1 Administration.

Section 101.1 Title shall be amended to read as follows:

These regulations shall be known as the Fire Code of the City of Hobbs, hereinafter also referred to as "this code."

Section 104.6 Official records shall be amended to read as follows:

The fire code official shall keep official records as required by Sections 104.6 through 104.6.4. Such records shall be retained in accordance with the record retention requirements established by the City of Hobbs and State of New Mexico.

104.10.2 Section added with following language: Fire prevention personnel and police authority.

- A. Members of the fire prevention service shall have the powers of police officer in performing their duties under this code when:
 - 1. Such members of the fire prevention services have been certified by a law enforcement academy authorized by the State of New Mexico and;
 - 2. Such members have been commissioned as peace officers in the State of New Mexico;
- B. Members of the fire prevention service who meet the requirement stated in paragraphs (1) and (2) of subpart A of the section shall have the following powers:
 - 1. Powers of arrest for criminal matters;
 - 2. Authority to carry such weapons and utilizes such equipment necessary in the discharging of their duties pursuant to this code;
 - 3. Authority to investigate arson and related crimes if so appointed and authorized;
- C. All other members of the fire preventions services who do not meet the requirements of subpart A of this section shall have the power to issue citations only for violations of the International Fire Code, and have the authority to investigate arson and related crimes.

Section 105.7 Required construction permits shall be amended to read as follows:

The fire code official is authorized to issue construction permits for work as set forth in Sections 105.7 through 105.7.14. Such permits shall be processed through the City of Hobbs Fire Prevention Bureau and shall be in conformance with the requirements established by this code and the Building Inspection Division.

105.7.1.1 Section added with following language: Automatic fire-extinguishing systems. Hydraulic calculations shall be provided for modification to an existing automatic fire-extinguishing system requiring the installation of additional heads when either of the following occurs:

1. Number of heads being added exceeds 10.
2. Number of heads being added is greater than 10 percent of total heads for the system

The fire code official may require hydraulic calculations be submitted for and modification to an existing system with deemed necessary to adequately evaluate the impact on the system.

105.7.1.2 Section added with following language: Automatic fire-extinguishing systems. Hydraulic calculations shall be provided with a 10 psi safety margin on all commercial buildings requiring an automatic fire-extinguishing system.

The fire code official shall have the authority to reduce the safety margin where deemed adequate.

Section 108.1 Board of appeals established shall be amended to read as follows:

Whenever the chief disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, applicant may appeal from the decision to City Manager by writing to the Chief of the Fire Department requesting an appeal within 30 days of the aggrieved action.

Section 108.2 Limitations on authority shall be deleted in its entirety.

Section 108.3 Qualifications shall be deleted in its entirety.

Section 109.3 Violation penalties shall be deleted in its entirety; refer to section 8.32.080 of the Hobbs Municipal Code. *Section 111.4 Failure to comply* shall be amended to read as follows:

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be considered to be in violation of this code and shall be subject to the penalties as set forth in Section 109.3.

Chapter 4 Emergency Planning and Preparedness

Table 405.2-3 Fire and evacuation drill frequency and participation shall be amended as follows:

Group H occupancies shall be included with Group A occupancies in the table.

Chapter 9 Fire Protection Features

Section 902.1 Definitions shall have the definition of Standpipe System, Classes as amended to read as follows:

Standpipe classes are as follows:

Class I system. A system providing 2.5-inch (64 mm) hose connections to supply water for use by fire departments and those trained in handling heavy fire streams.

Class II system. A system providing 1.5-inch (38 mm) hose stations to supply water for use primarily by the building occupants or by the fire department during initial response. 1.5-inch hoses & hose cabinets shall not be provided, unless required by the Fire Code Official.

Class III system. A system providing 1.5-inch (38 mm) hose stations to supply water for use by building occupants and 2.5-inch (64 mm) hose connections to supply a larger volume of water for use by fire departments and those trained in handling heavy fire streams. 1.5-inch hoses and hose cabinets shall not be provided, unless required by the Fire Code Official.

Chapter 57 Flammable and Combustible Liquids

Section 5706.3 Well drilling operations shall be in accordance with Chapter 8.44 of the Hobbs Municipal Code.

(Ord. No. 1099 , 1-17-2017)

8.32.080 Violations—Penalties.

- A. Any person who violates any of the provisions of the Fire Code, as adopted and amended in this chapter [8.32], who fails to comply with the Fire Code, who violates or fails to comply with any order made under the Fire Code, who builds in violation of any order made under the Fire Code, who builds in violation of any detailed statement of specifications or plans submitted and approved under the Fire Code or any certificate or permit issued under the Fire Code and from which no appeal has been taken, or who fails to comply with such an order as affirmed or modified by this chapter or by a court of competent jurisdiction, within the required time, shall severally for each and every such violation and noncompliance, respectively, be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment for not more than ninety (90) days or by both such fine and imprisonment. The imposition of one (1) penalty for any violation shall not excuse the violation or permit it to continue, and all such persons shall be required to correct or remedy such

violations or defects within a reasonable time. When not otherwise specified, each day that prohibited conditions are maintained shall constitute a separate offense.

- B. The application of the penalty in subsection A of this section shall not be held to prevent the enforced removal of prohibited conditions.

(Ord. No. 1099 , 1-17-2017)

8.32.090 Permits and fee schedule.

A fee of twenty-five dollars (\$25.00) shall be paid to the City of Hobbs for any permit required by this chapter or as required by the City of Hobbs Fire Department pursuant to its administrative regulations, unless a special permit fee is applicable. The fees for a special permit shall be as required by subsection D of this section.

- A. Definitions. As used in this section:

"Automatic fire sprinkler system" means a system that has a water supply, piping, valves, and sprinklers, and is designed to automatically detect and control an unwelcome fire in a building.

"Chemical automatic fire extinguishing system" means a system that uses a gaseous, liquid, or powder form of extinguishing agent, other than water or a water-foam mixture, to control an unwelcome fire. Such systems include at least a supply of the chemical agent, means to distribute the agent, and a fire detection system.

"Device" means a component of a fire alarm system that initiates a signal or that provides notification of a signal. Device also includes a component that transmits a signal or a fire alarm control panel.

"Fire alarm control panel" means a component of a fire alarm system that receives initiating signals and sends notification signals.

"Fire alarm system" means a system of components and circuits arranged to receive notification of a fire by automatic or manual means and arranged to initiate an appropriate warning signal.

"Sprinkler" means a device that is a part of an automatic fire sprinkler system, and is intended to spray suppression water into a fire environment.

- B. Special Permit Requirement.

1. A special permit from the City of Hobbs Fire Department is required for the installation or modification of any automatic fire sprinkler system, chemical automatic fire extinguishing system, and fire alarm systems as defined in subsection A of this section.

2. Exception: A special permit shall not be required for the installation or modification of a fire alarm system in a single-family dwelling or in a two-family dwelling.
- C. Application. Application for special permits shall be made on forms provided by the City of Hobbs Fire Department and shall include such plans and attached information as required. No work on the system requiring the special permit shall be done until the permit is issued by the Fire Department.
- D. Special Permit Fees. Fees shall be paid to the City of Hobbs for any special permit required. Fees shall be paid at the time of application for a special permit.
1. The fee for special permit for an automatic fire sprinkler system shall be as follows:
 - a. For installation of systems or modifications to existing systems involving twenty (20) or fewer sprinklers, the fee shall be thirty dollars (\$30.00).
 - b. For installation of systems or modifications to existing systems involving twenty-one (21) to fifty (50) sprinklers the fee shall be fifty dollars (\$50.00).
 - c. For installation of systems or modifications to existing systems involving fifty-one (51) to one hundred (100) sprinklers the fee shall be one hundred dollars (\$100.00).
 - d. For installation of systems or modifications to existing systems involving more than one hundred (100) sprinklers the fee shall be one hundred fifty dollars (\$150.00).
 2. The fee for a special permit for a fire alarm system shall be as follows:
 - a. For installation of systems or modifications to existing systems involving no more than ten (10) devices, the fee shall be thirty dollars (\$30.00).
 - b. For installation of systems or modifications to existing systems involving eleven (11) to thirty (30) devices, the fee shall be fifty dollars (\$50.00).
 - c. For installation of systems or modifications to existing systems involving more than thirty (30) devices, the fee shall be one hundred dollars (\$100.00).
 3. The fee for a special permit for a chemical automatic fire extinguishing system shall be as follows: for installation of systems or modifications to existing systems the fee shall be thirty dollars (\$30.00).

- E. Issuance. Applications for special permits shall be reviewed by the City of Hobbs Fire-Department, and if in compliance with the applicable codes and regulations, the special permit shall be issued.
- F. Validity of Permit. The issuance of a permit or approval of plans shall not be construed to be a permit for, or an approval of, any violations of the provisions of the International Fire Code or any other ordinance of the City. The issuance of a permit shall not prevent the Fire Department from thereafter requiring the correction of errors in plans.
- G. Suspension or Revocation. The Fire Chief or the Fire Marshal may, in writing, suspend or revoke a special permit that has been issued in error, or issued on the basis of incorrect information supplied, or is otherwise in violation of any ordinance.
- H. Stop Orders. When any work is being done or a condition is being established contrary to the provisions of a special permit, the Fire Chief or the Fire Marshal may order the work stopped by notice in writing served on any persons engaged in doing or causing the work to be done. Such work shall stop until continuation is authorized in writing by the Fire Chief or the Fire Marshal.
- I. Expiration. Any special permit issued by the City of Hobbs Fire Department shall expire by limitation, and become null and void if the work authorized is not commenced within one hundred eighty (180) days from the issuance of the special permit, or if the work authorized is suspended or abandoned for a period of one hundred eighty (180) days any time after the work is commenced. For review of a permit after expiration, the applicant must submit a new application and pay a new fee.
- J. Re-inspection Fee for Permits. A fee of twenty-five dollars (\$25.00) shall be paid to the City of Hobbs for any re-inspection on permitted work.
- K. Posting of Permits. Any required special permit shall be conspicuously posted on the premises, and shall not be removed, except by the City of Hobbs Fire Department.

(Ord. No. 1099 , 1-17-2017)

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk