

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

May 15, 2023



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

May 15, 2023 - 6:00 p.m.

Sam D. Cobb, Mayor

R. Finn Smith
Commissioner – District 1

Christopher R. Mills
Commissioner – District 2

Larron B. Fields
Commissioner – District 3

Joseph D. Calderón
Commissioner – District 4

Dwayne Penick
Commissioner – District 5

Don R. Gerth
Commissioner – District 6

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 May 1, 2023, Regular Commission Meeting (*Jan Fletcher, City Clerk*)
2. Minutes of the May 1, 2023, Commission Work Session (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

3. Proclamation Proclaiming May 15, 2023, as “*SkillsUSA Day*”
4. Proclamation Proclaiming Saturday, May 20, 2023, as “*Kids to Parks Day*” (*Bryan Wagner, Parks and Open Spaces Director*)

5. Proclamation Proclaiming the Week of May 21 – 27, 2023, as “*Emergency Medical Services Week*” (*Michael Prudencio, EMS Coordinator Battalion Chief*)
6. Recognition of City Employees - Milestone Service Awards for the Month of May, 2023 (*Manny Gomez, City Manager*)
 - 5 years – Caleb Zapata, Recreation Department
 - 5 years – Nathan Luevano, Recreation Department
 - 5 years – Madeline Carson, Recreation Department
 - 5 years – Anabel Salcido Alcantar, Recreation Department
 - 5 years – Francisco Porras, Information Technology Department

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.*)

7. Resolution No. 7338 – Supporting Holtec International and the Eddy Lea Energy Alliance in Their Efforts to Pursue a Consolidated Interim Storage Facility in Lea County, New Mexico (*Mayor Sam Cobb*)

DISCUSSION

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

8. Resolution No. 7339 – Authorizing a Memorandum of Agreement with the Hobbs Municipal Schools for the Grant of \$150,000.00 to be Used for the Construction of a Special Education Courtyard on the Hobbs High School Campus (*Commissioner Joseph D. Calderón, District 4*)
9. FINAL ADOPTION: Ordinance No. 1152 – Authorizing the City of Hobbs to Opt In to Local Elections for the Election of Municipal Officers (*Jan Fletcher, City Clerk*)
10. Resolution No. 7340 – PUBLIC HEARING: Concerning the Application of GSA Pizza, LLC, d/b/a Pizza Inn, 1943 North Grimes, for the Issuance of a Restaurant Liquor License for the Sale of Beer and Wine (*Efren Cortez, City Attorney*)

11. Resolution No. 7341 – Consideration and Approval of the FY 2023-2024 Preliminary Budget (*Toby Spears, Finance Director*)
12. Resolution No. 7342 – Approving Amended Fees at Rockwind Community Links Golf Course (*Doug McDaniel, Recreation Director; and Ben Kirkes, Rockwind Community Links Golf Professional/General Manager*)
13. Consideration of Approval of RFP No. 543-23 to Provide Quick Service Restaurant Operations at Rockwind Community Links to Kenny Kim and Joy Field (*Doug McDaniel, Recreation Director; and Shelia Baker, General Services Director*)
14. Consideration of Approval of RFP No. 540-23 for West Bender Blvd. Improvements Project and Recommendation to Accept Proposal from Molzen-Corbin & Associates, Inc. (*Todd Randall, City Engineer*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

15. Next Meeting Date:

- City Commission Regular Meeting:
 - **Monday, June 5, 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: May 15, 2023

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: May 10, 2023
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular City Commission meeting held on May 1, 2023
- City Commission work session held on May 1, 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. _____ | Continued To: _____ |
| Ordinance No. _____ | Referred To: _____ |
| Approved _____ | Denied _____ |
| Other _____ | File No. _____ |

Minutes of the regular meeting of the Hobbs City Commission held on Monday, May 1, 2023, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also available 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
Commissioner Joseph D. Calderón
Commissioner Dwayne Penick
Commissioner Don Gerth

Also present:

Manny Gomez, City Manager
Valerie Chacon, Deputy City Attorney
Amber Leija, Assistant City Attorney
August Fons, Police Chief
Chad Wright, Police Captain
Barry Young, Fire Chief
Mark Doporto, Deputy Fire Chief
Kevin Shearer, Fire Battalion Chief
Shawn Williams, Fire Marshal
Toby Spears, Finance Director
Deb Corral, Assistant Finance Director
Bob Hamilton, Acting Library Director
Todd Randall, City Engineer
Bobby Arther, Municipal Judge
Tim Woomer, Utilities Director
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
Matt Blandin, Assistant I.T. Director
Meghan Mooney, Communications Director
Janie Lara, Clerk Assistant
Jan Fletcher, City Clerk
8 citizens

Invocation and Pledge of Allegiance

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

Closed Session

The Commission convened in closed session at 4:00 p.m. on Monday, May 1, 2023, for discussion of matters subject to the attorney-client privilege pertaining to threatened or pending litigation in Federal or State Courts in which the City is or may become a participant, specifically by Holtec International regarding Senate Bill 53. [NMSA 1978 §10-15-1(H)(7)] The matters discussed in the closed meeting were limited only to that specified above. No action was taken during the meeting.

Approval of Minutes

Commissioner Calderón moved the minutes of the regular meeting of April 17, 2023, be approved as written. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith yes, Penick yes, Calderón yes, Fields yes, Mills yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Mayor Cobb proclaimed the month of May, 2023, as “*Motorcycle Awareness Month*” and encouraged all citizens to renew their commitment to safe driving practices, to watch for motorcyclists and to be aware of all who share the road.

Mayor Cobb proclaimed the month of May, 2023, as “*Building Safety Month*”. Mr. Scott Shed, City of Hobbs Building Inspector, accepted the proclamation on behalf of the City of Hobbs.

Public Comments

Ms. Lila Serrano of the Community Drug Coalition (CDC) thanked the Commission for its support and stated the CDC has been in operation since 2005. She stated over 4,652 hours of counseling services have been provided to residents of the community.

Mr. Byron Marshall addressed several comments to the Commission related to the Juneteenth Committee which is a 501(c)(3) nonprofit organization. He stated the organization received no notification about its request for funding from Lodgers’ Tax in the amount of \$4,900.00. Mr. Marshall stated Juneteenth is a national holiday and he is disappointed the City of Hobbs thinks \$4,900.00 is an adequate amount to fund a community celebration similar to the Fourth of July.

Consent Agenda

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

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

Resolution No. 7333 – Authorizing the Deletion and Removal of a Ricoh Copier from the City's Public Inventory

Resolution No. 7334 – Approving the FY 2023 Department of Finance and Administration (DFA) 3rd Quarter Financial Report for Lodgers' Tax

Resolution No. 7335 – Approving the FY 2023 Department of Finance and Administration (DFA) 3rd Quarter Financial Report

Resolution No. 7336 – Adopting Budgetary Adjustment #5 for FY 2022-2023

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

Discussion

Ms. Christa Belyeu, Information Technology Director, presented the 2022 Annual Report for the Information Technology Department. She reviewed the mission statement and stated the Information Technology Department is a support department for all of the other City departments. Ms. Belyeu reviewed the history of the department and its responsibilities. She noted there has been a 50% increase in calls for service to the department. Ms. Belyeu outlined the staffing of the department, accomplishments for 2022 and goals for 2023.

Action Items

Resolution No. 7337 – Authorizing a Memorandum of Agreement Between the City of Hobbs and Lea County for the Implementation of Commercial Airline Services in the Amount of \$300,000.00

Mr. Toby Spears, Finance Director, stated the Board of County Commissioners of Lea County approved the request of County Commissioner Jonathan Sena to use a portion of his discretionary funds, up to \$300,000.00 as a grant to the City of Hobbs for the implementation of commercial airline services to and from Hobbs, New Mexico. Mr. Spears stated this resolution authorizes the Mayor to execute a Memorandum of Agreement between the City of Hobbs and Lea County.

Mayor Cobb stated he serves on the airline committee with Commissioner Smith and the report is trending favorably on flights between Houston and Hobbs. He also stated the flights between Denver and Hobbs are also increasing. Mayor Cobb expressed

appreciation to Commissioner Jonathan Sena for the gap funding provided to the City during its concerns with reduced revenue due to HB6.

Commissioner Penick moved that Resolution No. 7337 be adopted as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Penick yes, Calderón yes, Fields yes, Mills yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and agreement are attached and made a part of these minutes.

PUBLICATION: Proposed Ordinance Amending Section 10.04.050 and 10.04.060 of the Hobbs Municipal Code Amending the Penalty Assessment Program

Mr. Efren Cortez, City Attorney, introduced Ms. Amber Leija, Municipal Prosecutor with the City Attorney's Office. Ms. Leija and Ms. Valerie Chacon, Deputy City Attorney, presented a proposed ordinance to the Commission amending Section 10.04.050 and 10.04.060 of the Hobbs Municipal Code. Ms. Leija stated on August 1, 2016, the City Commission adopted Ordinance No. 1095, including Section 10.04.050 which enacted a penalty assessment program and set forth fine amounts for certain traffic violations deemed "penalty assessment misdemeanors". She stated Ordinance No. 1095 also included Section 10.04.060 which adopted Court fees of \$29 for adjudicated penalty assessments. During the 2023 Legislative session, the Legislature enacted HB 139 which will eliminate the Court fees of \$29 beginning July 1, 2024. Ms. Leija stated these Court fees will also be repealed in Section 10.04.060(A) of the proposed ordinance. She explained the Court fees of \$29 will still be assessed pursuant to Hobbs Municipal Code Section 1.16.020 until July 1, 2024, and will be repealed thereafter.

Ms. Leija stated in addition, the proposed ordinance will increase each penalty assessment by \$29. A penalty assessment of \$179 has been added for the parking of heavy trucks and trailers as outlined in Section 10.05 as recently adopted by Ordinance No. 1150.

Following a brief discussion, Mr. Cortez clarified the Court fee of \$29 will still be imposed until July 1, 2024, and sent to the State. In response to Commissioner Smith's question, Mr. Cortez stated the fee is still outlined in Chapter 1 of the Hobbs Municipal Code and the City would have relief accordingly.

Commissioner Fields moved that the Commission publish notice of its intent to adopt the ordinance at a later date. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Penick yes, Calderón yes, Fields yes, Mills yes, Gerth yes, Cobb yes. The motion carried. A copy of the ordinance is attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Mr. Gomez stated the new heavy truck parking ordinance became effective April 28, 2023, and City Staff has met to create an action plan on how to proceed. Mr. Gomez stated the focus and intent of the ordinance is to improve safety and quality of life. The City is first seeking voluntary compliance from residents for the first 30 days while promoting education and awareness about the ordinance. During the next 30 days, the City will issue warnings for violations. Mr. Gomez stated beginning July 1, 2023, the City will continue education and awareness but will begin issuing citations for violations and the fine will be up to \$179.00. Mr. Gomez requested patience from citizens while the City works through the education and public awareness related to the new ordinance.

Mr. Gomez announced the City will host a dedication ceremony for the new Safe Haven Baby Box on May 9, 2023, at 1:00 p.m. at Hobbs Fire Station #1, 301 East White. He thanked the committee for their hard work on this project.

Mr. Gomez congratulated the LCCA for completion of the NCIC Audit by the U. S. Department of Justice and FBI CJIS Division with no adverse findings. He commented that several of the auditors conducting the audit mentioned it was their first audit which contained no findings. Mr. Gomez commended Ms. Kristi Kelley, Ms. Jessica Villaneuva and Mr. Steven Blandin for their work on the audit.

Commissioner Gerth thanked the Commission for adopting the heavy truck ordinance at the last meeting and stated his constituents are very appreciative of the help to enforce heavy truck parking.

Commissioner Fields commented that several fights and disruptions occurred during the Gus Macker Slam 'n Jam and repeat offenders should not be allowed to participate in the event. Mayor Cobb recommended discussion of this item with Mr. Gomez.

Commissioner Fields commended Ms. Jessica Silva and the Code Enforcement Department for their hard work every day out in the field.

Commissioner Penick thanked the City of Hobbs Finance Department for the job they do in balancing the budget and safeguarding the City's finances. He said it is unbelievable to have a 57% budget reserve.

Commissioner Penick stated he went to Harry McAdams Park over the weekend and over 200 people were there enjoying time with their families. He stated it was great to see the park and golf course full. Commissioner Penick stated the City needs to host a big event at the park.

Mayor Cobb thanked everyone for their attendance at the meeting tonight.

Adjournment

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Penick yes, Calderón yes, Fields yes, Mills yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:15 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Minutes of the budget work session of the Hobbs City Commission held on Monday, May 1, 2023, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Mayor Cobb called the work session to order and welcomed everyone in attendance. The following were present:

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

Absent: Commissioner Christopher Mills

Also present were Mr. Manny Gomez, City Manager, Mr. Toby Spears, Finance Director, Ms. Deb Corral, Assistant Finance Director, Mr. Efren Cortez, City Attorney, and Ms. Jan Fletcher, City Clerk. Other staff members and public were also present.

Mr. Manny Gomez, City Manager, began the work session by expressing gratitude to the many staff members who helped in the preparation and development of the FY 24 preliminary budget which is presented today for consideration by the Commission. This year, he stated the budget process began with developmental training conducted by Ms. Deb Corral, Assistance Finance Director, regarding the budget structure, data input method and importance of explanation in budget justification. He stated the Finance and H. R. Departments began by assessing revenue collections and establishing estimates for funding needed to maintain the existing level of personnel services, required employee benefit programs and other major budget items.

Mr. Gomez stated departments were asked to consider ways to streamline or make current operations more efficient, and to apply these savings or cost recovery measures as they prepare FY 24 budget requests. He stated Social Service agencies were asked to submit requests. Budget meetings were held between he, Mr. Toby Spears, Ms. Deb Corral and the various departments.

Mr. Gomez stated the preliminary budget was assembled while addressing the following impacts:

- Labor cost increases, and the challenge of attracting qualified workforce
- Record high inflation combined with national supply chain issues on commodities and services (to include national cost of healthcare).
- Delays in receiving capital construction materials
- Utility cost increases
- Shortages and cost increases related to fleet, fuel, supplies and parts.

Mr. Gomez reviewed the 2024 budget goals which are as follows:

1. Taking a conservative approach to budgeting;
2. Providing cost effective, high-quality services to citizens;
3. Investing in long term capital improvements to maintain facilities, replace capital assets as needed, and improve the municipalities road infrastructure;
4. Maintaining financial flexibility during inflationary times; and
5. Recognizing City employees.

Mr. Gomez stated the Commission participated in an advance budget session in February 2023, the focus of which was to generate ideas to determine the best path forward for the City of Hobbs. The main priorities that emerged from the session were:

- Infrastructure: Water
- Fiscal: Economic Development/LEDA
- Governance: Agenda and agenda review process
- City Operational: Permitting process, Environmental and Code Enforcement
- Crime Reduction

Mr. Gomez stated staff followed up with a goal planning session in March to identify objectives for each of the Commission's priorities listed above. A total of 166 ideas were generated and a list of the top five objectives was generated for each Commission priority for consideration at a future meeting and possible consideration during approval of the final budget.

Mr. Gomez reviewed some of the budget considerations which the Commission will hear about this afternoon:

1. Revenue for all funds is estimated to increase 11% or \$13,022,320.
2. Salary/benefits for all funds from FY 23 to proposed FY 24 is a 5.30% increase or \$2.88 million. This includes proposed pay increases, added positions, health insurance increase and a PERA increase.
3. Operating expenditure summary (all funds) 14% increase or \$64,743,937.00 which represents 34% of the General Fund expenditures.
4. Estimated general fund cash balance as of March 31, 2023, and carryovers for June 30, 2023, is \$70,709,431.45 and \$17,352,370.34, respectively.

Mr. Gomez stated this organization is a group of talented people and by working together, it can and will make a difference for our citizens. The City's goal for employees is to know they are valued, appreciated and needed; to create an environment where they desire to come to work and stay with the City. Last fiscal year, the City Commission invested heavily in Team Hobbs in order to strengthen the ability to recruit and retain the employees that provide core government services. The Commission provided employees with a:

- Robust pay compensation plan;
- Increased the minimum wage to \$12.50 per hour;
- Ensured that City of Hobbs employees saw a minimal increase (10%) in healthcare premium; and
- Provided two additional paid holidays in Juneteenth and a personal floating holiday.

Mr. Gomez explained that competition for employees remains fierce, and the City continues to see higher vacancy rates than pre-pandemic; however, the investments in staff have not been without impact. The City has reduced its turnover rate by 7.13% of employees that were impacted by the compensation plan in last year's budget. The proposed FY 24 budget includes funding to reflect a continuing commitment to invest in a high-performance organization and employees with a 2% COLA adjustment. This will adjust the minimum/mid/maximum rates in the pay plan at a cost of \$516,622.22. Mr. Gomez stated the City needs its employees to perform at the highest level possible and a 3% merit pay increase based on performance at a potential cost of \$696,622.22.

In an attempt to retain current employees, the City desires to implement retention incentives which Mr. Gomez described as follows:

- Employees completing Year 1 through 9 would receive \$600.00 per year during the pay period after their anniversary date. The cost to the City for this incentive would be approximately \$225,827.14.
- In 2004, a longevity pay program was established whereby an employee with 15+ years of service would receive \$5.00 per month for each month of consecutive service. It was later amended in 2018 to reduce the number of years of service from 15 years to 10 years. With this program, the City is proposing an increase from \$5.00 up to \$10.00 per month, so on an employee's 10th anniversary date, they will receive a lump sum of \$1,200.00 as compared to the current sum of \$600.00. The potential cost of this program is \$340,096.39.

Mr. Gomez stated a request for 8.75 FTE's is recognized in this proposed budget. He explained Full Time Equivalent (FTE) encompasses seasonal, part time and full time. The added positions will address priorities, improve organizational effectiveness, are obviously important and a need. He stated some of the proposed positions are a first for the City; however, due to changing times, technology, and focus, they are needed positions. He outlined the positions as follows:

- EMS Specialist
- IT Network Specialist
- IPRA Coordinator
- Occupational Health and Safety Specialist
- GIS Technician
- CORE Guest Services Specialist (2)
- CORE Facility Rental Specialist
- Circulation Technician
- Library Page
- Assistant City Manager
- Seasonal Precinct Workers (6)

Mr. Gomez additionally stated before any of these positions are filled, consideration will be given to outsourcing work, contracting work or reclassifying a vacant position.

Mr. Gomez reviewed some future considerations related to the City's revenue system, with HB 6 challenges in mind:

- Gross Receipts Tax. Mr. Spears, in his presentation, will share some incremental tax rates and what amounts could be generated with each increment.
- Cost recovery for permits, enforcement, and other fees for service.
- Other potential strategies:
 - LEDA, business recruitment, retention, and expansion: \$3 million
 - Pursue grants, incentive programs, and opportunity zones
 - Funding for public safety, tax specific, etc.
 - An entrepreneurial way of thinking in local government.

Mr. Gomez stated whatever strategy is used, it must be fair with a productive outcome.

Mr. Gomez concluded his presentation and stated this preliminary budget emphasizes the right services at the right scale. By focusing on our community, based on needs, the City is expanding service in areas or right-sizing services where appropriate. Mr. Gomez stated not only does the preliminary budget identify the financial resources needed for the coming fiscal year but it also responsibly anticipates and ensures the sustainability of resources needed to meet our community needs in the years ahead.

Mr. Gomez again noted the significant and extraordinary efforts made by City of Hobbs employees each day in delivering the many varied services and programs that contribute to the overall quality of life in our community.

Mr. Toby Spears, Finance Director, presented an overview of the FY 24 budget document through the use of a PowerPoint presentation, a copy of which is attached. He reviewed the budgetary timelines and stated the preliminary budget is due June 1st to the State of

New Mexico, Department of Finance and Administration (DFA), and the final budget is due July 31st.

Mr. Spears compared the FY 23 preliminary budget revenue with the FY 24 revenue. He stated the City is projecting gross receipts tax (GRT) revenue for FY 24 in the amount of \$52,156,000 which is an increase of \$8,918,800 or 21%. The monthly GRT projection is \$4,346,333 as compared to \$3,603,100 in the current budget.

Mr. Spears stated the FY 24 projected general fund revenue is \$55,598,564 as compared to \$51,857,684 for FY 23, an increase of 8%.

Mr. Spears stated the FY 24 total projected overall revenue is \$126,299,905 as compared to \$113,277,585 for FY 23 which is a difference of \$13,022,320 or an increase of 12%. He stated the monthly projected overall revenue for FY 24 is \$10,424,992. Mr. Spears stated the comparisons are made by comparing preliminary budget FY 23 to preliminary budget FY 24.

Mr. Spears presented a chart with a ten-year trend of GRT revenue by the month and GRT projections moving forward.

In response to Mayor Cobb's question regarding the frequency of clawbacks of GRT, Mr. Spears stated he has not been able to view any increase/decrease reports.

Mr. Spears stated the FY 24 projected general fund expenditures are \$140,847,02 which is an 8% increase from the prior year. He stated salary and benefits are \$57,351,948, operating is \$64,743,937 and capital expenditures are \$18,791,144.

Mr. Spears itemized the salary and benefits for all funds, along with a comparison of prior years, as follows:

| | <u>2024</u> | <u>2023</u> | <u>2022</u> |
|---------------------|--------------|--------------|--------------|
| Salary and Benefits | \$57,351,948 | \$54,463,140 | \$54,185,901 |
| Budgeted FTE Count | 620 | 611 | 637 |

Mr. Spears stated this is based on the assumption of a COLA increase of 2%; a merit increase of 3%; an increase of approximately 9 budgeted FTE positions from 2023; and a projected 10% increase of medical insurance premiums. Mr. Spears stated it also includes a PERA increase of .50% for employer.

In response to Mayor Cobb's question, Ms. Corral stated the PERA increase is mandated by State law at .50% for both sides.

In further response to Mayor Cobb's inquiry, Mr. Gomez stated personnel and benefits are 64% of the budget.

Ms. Corral reviewed the current salary and benefits for employees. Ms. Corral added the cell phone stipend will also increase to \$1,300 per year. In response to Commissioner Fields' question, Ms. Corral stated health insurance is expected to increase 10% in the budget.

Ms. Corral stated general fund operating expenditures are increasing 10% from \$19,758,812 to \$21,720,402. In reply to Commissioner Gerth's question, Ms. Corral stated most of the increases are things like rising utility and fuel costs.

Ms. Corral reviewed the capital projects on Pages 16 – 23 of the Preliminary Budget Book. In response to Mayor Cobb's question, Mr. Gomez stated the City reviewed funding for roofs, public safety and the Joe Harvey Trunkline F.

Ms. Corral reviewed the reserve limits as follows:

| | |
|--|-----------------------|
| Beg. Budgeted Cash Balance | \$ 38,465,893* |
| Budgeted Revenue | \$ 64,685,850 |
| Budgeted Transfers | \$(9,187,286) |
| Budgeted Expenditures | <u>\$(69,382,143)</u> |
| End. Budgeted Cash Balance | \$ 24,582,314 |
| Projected Reserve | 35% |
| *Based on 2023 BAR # 3 estimated cash balance | |

Ms. Corral reviewed the projections for the final three months of FY 23 as follows:

| | |
|--|-----------------------|
| Beg. Actual Cash at 3/31/2023 | \$ 75,918,451 |
| Estimated 3 month revenue | \$ 12,000,000 |
| Estimated 3 month transfers | \$(1,440,000) |
| Estimated 3 month personnel/benefits | \$(11,019,743) |
| Estimated 3 month operating | \$(4,749,277) |
| Estimated payments on encumbered capital | <u>\$ (1,687,928)</u> |
| Projected cash balance at 6/30/2023 | \$ 69,021,503 |

Ms. Corral explained that \$15,664,442 in capital expenditure carryovers will need to be reassessed prior to completion of the final budget leaving allocable funds of \$53,357,061 and a general fund budgeted cash balance of \$38,465,893.

| | |
|-------------------------------------|----------------------|
| Beg. Budgeted Cash Balance | \$ 38,465,893 |
| Budgeted Revenue | \$ 64,685,850 |
| Budgeted Transfers | \$(9,187,286) |
| Budgeted Expenditures | \$(69,382,143) |
| Estimated Carryover Unencumbered | <u>\$ 14,891,168</u> |
| End. Budgeted Cash Balance | \$ 39,473,482 |
| Projected Reserve (at final) | 57% |

Mr. Gomez stated capital projects have been a challenge with HB6, clawbacks and the rising cost/availability of construction materials.

Mr. Spears stated the revenue from the cannabis tax is projected to be \$620,000 and it will continue to accumulate until a purpose has been determined.

Mr. Gomez stated a total of \$3.3 million has been budgeted for LEDA Projects.

In response to Mayor Cobb's question, Mr. Gomez stated a committee is working to determine the need for a sinking fund to help with the high costs of maintenance at the CORE; however, a solution has not yet been formulated.

Mr. Spears stated it is very difficult to project the increase related to health care as the cost is based on enrollment and claims.

Mr. Spears briefly reviewed the Enterprise Funds and stated the cost of revenue and expenses are very close with a total FTE count of 59 positions.

Following a brief discussion about the debt service, and in response to a question from Mayor Cobb, Ms. Corral stated there are five loans which will not be fully paid until at least 10 years out.

Mr. Spears stated the GRT rate for the City of Hobbs will be 6.5625% effective July 1, 2023, which is a 1/8th reduction from the current rate of 6.6875%. In response to Mayor Cobb's inquiry, Mr. Spears stated this is a reduction on the State's portion of the tax only.

Mr. Spears stated the City can look at increasing the tax by 1/16th which would generate \$1,250,000 and result in a 6.625% tax rate; an increase of 1/8th would generate \$2,500,000 and equate to a 6.6875% tax rate; or an increase of 1/4th which would generate \$5,000,000 and result in a 6.8125% tax rate.

Mr. Spears stated the City is very lucky as our debt ratio to general fund ratio is non-existent. Many municipalities have to borrow against their general fund.

In response to Commissioner Smith's question, Mr. Spears stated the projected reserve is 35% of general fund expenditures.

Mr. Spears thanked everyone for their help and assistance with the budget. It stated it is a very detail oriented 205-page budget book and needs time to be reviewed and digested.

In response to Commissioner Gerth's question, Mr. Spears stated, in his opinion, the unanticipated clawbacks associated with HB 6 are the worst thing to think about.

Mayor Cobb stated some business taxpayers may not realize until they filed their taxes on April 15th that they have been overpaying their GRT.

Mr. Spears agreed and also stated the supply chain issues are very difficult to deal with.

There being no further discussion, Mayor Cobb adjourned the work session at 5:50 p.m. to convene the regular City Commission meeting.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROCLAMATIONS

AND

**AWARDS OF
MERIT**

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, SkillsUSA is America's proud champion of the skilled trades. It's a student led industry that's building the skilled workforce our nation depends on with graduates who are career ready, day one; and

WHEREAS, SkillsUSA New Mexico State Leadership and Skills Conference was held in April with over 700 people in attendance. Hobbs High School SkillsUSA took their largest delegation of students in history, with 65 Students competing in different competitions ranging from Job Skill Demonstrations, Speeches, Customer Service, Technical Math and Job Interviews to Construction, Automotive, Baking, Digital Cinema, and Computer Programming; and


WHEREAS, Hobbs High School SkillsUSA was also named a 2023 National Model of Excellence. This award is given to the top 24 SkillsUSA chapters in the country. This is the third time Hobbs High School has earned this recognition since the program began in 2015; and

WHEREAS, Hobbs High School Earned 23 Gold Medals, 13 Silver, & 1 Bronze Metal. Hobbs High School also had 17 teachers in attendance. At this conference, Hobbs High School was named a "Gold Chapter of Distinction" and was the only city to earn this in New Mexico this year; and

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim May 15th, 2023, as

"SKILLSUSA DAY"

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of May, 2023, and cause the seal of the City of Hobbs to be affixed hereto.



SAM D. COBB, MAYOR

ATTEST:



JAN FLETCHER, CITY CLERK



Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

Whereas, May 20th is the thirteenth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

Whereas, Kids to Parks Day empowers kids and encourages families to get outdoors and visit local parks, public lands, and waters; and

Whereas, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, and hypertension and broaden children's appreciation for nature and outdoors; and

Whereas, Kids to Parks Day will recognize the importance of recreating responsibly while enjoying the benefits of the outdoors; and

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim May 20th, 2023 as

"KIDS TO PARKS DAY"

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of May, 2023, and cause the seal of the City of Hobbs to be affixed hereto.



SAM D. COBB, MAYOR

ATTEST:



JAN FLETCHER, CITY CLERK



Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, Emergency Medical Services are a vital public service; and

WHEREAS, the members of Emergency Medical Services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, the Hobbs Fire Department responded to 9,383 EMS calls in 2022; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, Emergency Medical Services have grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the Emergency Medical Services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of Emergency Medical Services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and


WHEREAS, it is appropriate to recognize the value and the accomplishments of Emergency Medical Services providers by designating Emergency Medical Services Week;

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim the week of May 21-27, 2023, as

“EMERGENCY MEDICAL SERVICES WEEK”

With the theme, **“EMS Strong: Where Emergency Care Begins”**, I encourage the community to observe this week with appropriate programs, ceremonies and activities.

IN WITNESS THEREOF, I have hereunto set my hand this 15th day of May, 2023, and cause the seal of the City of Hobbs to be affixed hereto.


SAM D. COBB, MAYOR

ATTEST:


JAN FLETCHER, CITY CLERK



May Milestones 2023

5 years

| | | |
|-------------------------|-----------------------|------------|
| Caleb Zapata | Pool Manager | 05/09/2018 |
| Nathan Luevano | Facility Rental Spec. | 05/07/2018 |
| Madeline Carson | CORE Kids Supv. | 05/10/2018 |
| Anabel Salcido Alcantar | CORE Lead Custodian | 05/22/2018 |
| Francisco Porras | IT Network Admin | 05/15/2018 |



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 15, 2023

SUBJECT: A RESOLUTION SUPPORTING HOLTEC INTERNATIONAL AND THE EDDY LEA ENERGY ALLIANCE IN THEIR EFFORTS TO PURSUE A CONSOLIDATED INTERIM STORAGE FACILITY IN LEA COUNTY, NEW MEXICO

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: May 8, 2023
SUBMITTED BY: Sam D. Cobb, Mayor

Summary:

This Resolution expresses support for the efforts of Holtec International and the Eddy Lea Energy Alliance to achieve relief from Senate Bill 53 titled "Storage of Certain Radioactive Waste" which was adopted during the 2023 First Regular Session of the Fifty-Sixth New Mexico Legislature. Senate Bill 53 stands to have a significant negative impact on the economy and employment opportunities of Hobbs, New Mexico.

Fiscal Impact:

There is no fiscal impact for the proposed Resolution.

Reviewed By: Finance Department

Digitally signed by Efrén A. Cortez...

Attachments:

Resolution

Legal Review:

Approved As To Form: Efrén A. Cortez City Attorney

Digitally signed by Efrén A. Cortez...

Recommendation:

The Commission should consider approving the Resolution.

Approved For Submittal By:

Department Director
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7338

A RESOLUTION SUPPORTING HOLTEC INTERNATIONAL AND THE EDDY LEA ENERGY ALLIANCE IN THEIR EFFORTS TO PURSUE A CONSOLIDATED INTERIM STORAGE FACILITY IN LEA COUNTY, NEW MEXICO

WHEREAS, on May 9, 2023, the United States Nuclear Regulatory Commission issued Materials License No. SNM-2516 to Holtec International for the HI-STORE Consolidated Interim Storage Facility (CISF) located in Lea County, New Mexico, pursuant to Title 10 of the Code of Federal Regulations, Part 72, titled "Licensing Requirements for the Independent Storage of Spent Nuclear Fuel, High-Level Radioactive Waste, and Reactor-Related Greater Than Class C Waste."

WHEREAS, Holtec International and the Eddy Lea Energy Alliance (ELEA) having spent significant time, effort, and resources pursuing this license from the NRC to construct and operate a CISF to be located in Lea County, New Mexico on land owned by ELEA; and

WHEREAS, various federal legislation adopted by the United States Congress has created a comprehensive body of law for the federal government, via the NRC, to regulate commercial nuclear power plants, spent nuclear fuel, and other uses of nuclear materials through licensing, inspection and enforcement; and

WHEREAS, among the federal legislation adopted by the United States Congress that governs the NRC's activities are the Atomic Energy Act of 1954, the Energy Reorganization Act of 1974, the Uranium Mill Tailings Radiation Control Act of 1978, the Nuclear Waste Policy Act of 1982, and the Low-Level Radioactive Waste Policy

Amendments Act of 1985; and

WHEREAS, during the 2023 First Regular Session of the Fifty-Sixth New Mexico Legislature, the Legislature adopted Senate Bill (S.B.) 53, titled "Storage of Certain Radioactive Waste" with the Senate voting 21 in favor and 13 opposed and the House voting 35 in favor and 28 opposed; and

WHEREAS, Section 3 of S.B. 53, codified in NMSA 1978, § 74-4A-11.1, prohibits the storage of spent nuclear fuel in New Mexico unless the State of New Mexico has consented to or concurred in the creation of the disposal facility and the federal government opens and operates a repository as defined by 42 U.S.C. § 10101(18); and

WHEREAS, S.B. 53 appears, on its face, to infringe on the federal government's comprehensive body of law to regulate commercial nuclear power plants, spent nuclear fuel, and other uses of nuclear materials through licensing, inspection and enforcement; and

WHEREAS, if allowed to stand, S.B. 53 would interfere with the NRC's authority as conferred by the United States Congress, would interfere with the otherwise lawful business of Holtec International in New Mexico, would interfere with the otherwise lawful contractual obligations between Holtec International and ELEA, and would frustrate any National goals of promoting "clean energy" in the United States; and

WHEREAS, if allowed to stand, the economic harm of S.B. 53 to the City of Hobbs alone, as one of four members of ELEA, is estimated to be in the millions of dollars annually to the detriment of the hard-working residents of Hobbs, New Mexico; and

WHEREAS, should any legal challenges to S.B. 53 result, the City of Hobbs will

look to Holtec International to indemnify it from any resulting litigation costs or future litigation in any way attributable to the legal challenges.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City of Hobbs supports the efforts of Holtec International and ELEA to achieve relief from the damaging impacts of S.B. 53.

PASSED, ADOPTED AND APPROVED this 15th day of May, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

A rectangular frame with a double-line border. At each of the four corners, there is a small square tab that protrudes slightly from the frame.

ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 15, 2023

SUBJECT: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH HOBBS MUNICIPAL SCHOOLS FOR THE GRANT OF FUNDS TO BE USED FOR THE CONSTRUCTION OF A SPECIAL EDUCATION COURTYARD ON THE HHS CAMPUS

DEPT. OF ORIGIN: City Commission
DATE SUBMITTED: May 2, 2023
SUBMITTED BY: Joseph D. Calderón, Commissioner District 4

Summary:

This resolution authorizes the Mayor to execute a Memorandum of Agreement with Hobbs Municipal Schools detailing the terms and responsibilities of for each party regarding a fiscal contribution from the City of Hobbs to the Hobbs Municipal Schools in the amount of \$150,000.00 to go towards the construction of a special education courtyard on the HHS campus. This fiscal contribution comes from Commissioner Joe Calderón's discretionary funds and will revert to the City of Hobbs if not used by June 30, 2023.

Fiscal Impact:

Reviewed By: _____
Finance Department

The use of Commissioner Calderón's discretionary funds in the amount of \$150,000.00 will be deducted from line 010100-44901-00318 Special Projects District 4 for FY22-23.

Attachments:

Resolution; MOA

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

The Commission should consider approval of the Resolution.

Approved For Submittal By:

Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7339

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH HOBBS MUNICIPAL SCHOOLS FOR THE GRANT OF FUNDS TO BE USED FOR THE CONSTRUCTION OF A SPECIAL EDUCATION COURTYARD ON THE HHS CAMPUS

WHEREAS, the City of Hobbs has offered, via a Memorandum of Agreement ("MOA"), to provide Hobbs Municipal Schools with a grant of \$150,000.00 from the FY22-23 discretionary funds of District 4 City Commissioner Joseph D. Calderón, to go towards the construction of a special education courtyard on the HHS Campus; and

WHEREAS, under the terms of the MOA, the Hobbs Municipal Schools will use the grant funds by June 30, 2023, and any unused grant funds will be returned to the City of Hobbs by July 15, 2023; and

WHEREAS, the Hobbs Municipal Schools shall use the grant funds for the construction costs related to the construction of a special education courtyard on the campus of Hobbs High School; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and is hereby directed to execute a Memorandum of Agreement with the Hobbs Municipal Schools for the grant of funds to be used for the construction of a special education courtyard on the HHS campus.

PASSED, ADOPTED AND APPROVED this 15th day of May, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

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

This Memorandum of Agreement is made on the date of the signatures below by and between the City of Hobbs (hereinafter "City") and the Hobbs Municipal Schools (hereinafter "Schools").

PURPOSE

The purpose of this Memorandum of Agreement is to memorialize the terms and agreement, including changes thereto, between City and Schools regarding City's grant of \$150,000.00 for expenses related to the special education courtyard on the Hobbs High School Campus.

WHEREAS, at its regular meeting on May 15, 2023, the City of Hobbs City Commission approved the request of City Commissioner Joseph D. Calderón to use his discretionary funds of \$150,000.00, as a grant to the Schools for expenses related to the special education courtyard on the Hobbs High School Campus; and

WHEREAS, the Schools wishes to accept the funds for expenses related to the special education courtyard on the Hobbs High School Campus.

AGREEMENT

1. The City will provide a grant of \$150,000.00 to the Schools.
2. The Schools will use the grant funds for expenses related to the special education courtyard on the Hobbs High School Campus.
3. The Schools will use the grant funds by June 30, 2023.
4. The Schools will return any unused portion of the grant funds to the City by July 15, 2023.
5. The Schools will provide an oral report to the City of Hobbs City Commission by July 15, 2023, on how the grant funds have been used.

SOVEREIGN IMMUNITY

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

LIABILITY

Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act.

THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing the Memorandum of Agreement that it is not intended by any of the provisions of any part of the Memorandum of Agreement to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to the Memorandum of Agreement to maintain, pursuant to the provisions of the Memorandum of Agreement, a suit of any nature, including but not limited to suits alleging wrongful death, bodily and/or personal injury to person(s), damages to property(ies), and/or any cause of action.

INSURANCE

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

TERM

This Memorandum of Agreement shall continue in full force and effect, until the grant funds have been used or June 30, 2023, whichever occurs first.

SEVERABILITY

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

NO ORAL MODIFICATION

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

GOVERNING LAW

This Memorandum of Agreement shall be construed in accordance with the laws of the State of New Mexico.

EFFECTIVE DATE

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

ATTEST:

CITY OF HOBBS

BY: _____
Sam Cobb,
Mayor

Date: _____

ATTEST:

HOBBS MUNICIPAL SCHOOLS

BY: _____
Gary Eidson,
President

Date: _____

Approved as to Form:

By: _____
Efren A. Cortez
City Attorney

Date: _____

Legal Review:

Approved As To Form: _____

Efren A. Cortez

City Attorney

Digitally signed by Efren A. Cortez
DN: cn=Efren A. Cortez, o=City of Hobbs,
ou=City Attorney's Office,
email=ecortez@hobbsnm.org, c=US
Date: 2023.05.05 11:38:08 -0600

Recommendation:

Motion to approve the ordinance; second; vote.

Approved For Submittal By:
Jan Fletcher

Digitally signed by Jan Fletcher
DN: cn=Jan Fletcher, o=City of Hobbs,
ou=City Clerk,
email=jfletcher@hobbsnm.org, c=US
Date: 2023.05.04 17:30:40 -0600

Department Director



City Manager

**CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Approved _____
Other _____

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

CITY OF HOBBS

ORDINANCE NO. 1152

AN ORDINANCE AUTHORIZING THE CITY OF HOBBS TO OPT IN TO LOCAL
ELECTIONS FOR THE ELECTION OF MUNICIPAL OFFICERS

WHEREAS, on July 1, 2018, the Local Election Act went into effect as Chapter 1, Article 22, NMSA 1978, establishing the Regular Local Election, a consolidated election day for non-partisan local government bodies on the first Tuesday after the first Monday in November of each odd-numbered year; *and*

WHEREAS, the Local Election Act also established the Municipal Officer Election Day on the first Tuesday in March of even-numbered years; *and*

WHEREAS, the Local Election Act provides the option for each municipality to determine if its elective officers shall be elected on the Municipal Officer Election Day on the first Tuesday of March in even numbered years or at the Regular Local Election on the first Tuesday after the first Monday in November of odd numbered years; *and*

WHEREAS, the City of Hobbs has considered the issues related to opting in to the Regular Local Election Act, including uniformity of procedures and convenience for the voters.

NOW, THEREFORE, BE IT ORDAINED by the governing body of the City of Hobbs, New Mexico, that the City of Hobbs hereby opts in to the election of its municipal officers in the November Regular Local Election.

BE IT FURTHER RESOLVED that the terms of office for municipal officers shall be adjusted as follows to correspond with the new election date:

Extending terms:

To begin with the Regular Local Election held in November 2023, the terms of office for the current municipal office holders shall be adjusted, so that:

(A) municipal officers elected or appointed to a term ending in 2024 shall serve until December 31, 2025, the new term of the position shall be elected at the regular local election in November 2025, and the new term shall commence January 1, 2026; and

(B) municipal officers elected or appointed to a term ending in 2026 shall serve until December 31, 2027, the new term of the position shall be elected at the regular local election in November 2027, and the new term shall commence January 1, 2028.

BE IT FURTHER RESOLVED that upon approval of this ordinance, the Municipal Clerk shall file a copy of the ordinance with the Secretary of State no later than June 30, 2023.

PASSED, ADOPTED AND APPROVED this 15th day of May, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Affidavit of Publication


STATE OF NEW MEXICO
COUNTY OF LEA

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

Beginning with the issue dated
April 25, 2023
and ending with the issue dated
April 25, 2023.


Publisher

Sworn and subscribed to before me this
25th day of April 2023.


Business Manager

My commission expires
January 29, 2027

(Seal)
**STATE OF NEW MEXICO
NOTARY PUBLIC
GUSSIE RUTH BLACK
COMMISSION # 1087526
COMMISSION EXPIRES 01/29/2027**

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

LEGAL NOTICE April 25, 2023

NOTICE OF ORDINANCE

NOTICE IS HEREBY GIVEN that on the 15th day of May, 2023, at its meeting at 6:00 p.m., in the City Commission Chamber at City Hall, 1st Floor Annex, 200 East Broadway, Hobbs, New Mexico, the governing body of the City of Hobbs proposes to adopt an ordinance opting in to Local Elections for the election of Municipal Officers. A summary of the ordinance is contained in its title and is described as follows:

AN ORDINANCE AUTHORIZING THE CITY OF HOBBS TO OPT IN TO LOCAL ELECTIONS FOR THE ELECTION OF MUNICIPAL OFFICERS

WHEREAS, on July 1, 2018, the Local Election Act went into effect as Chapter 1, Article 22, NMSA 1978, establishing the Regular Local Election, a consolidated election day for non-partisan local government bodies on the first Tuesday after the first Monday in November of each odd-numbered year; and

WHEREAS, the Local Election Act also established the Municipal Officer Election Day on the first Tuesday in March of even-numbered years; and

WHEREAS, the Local Election Act provides the option for each municipality to determine if its elective officers shall be elected on the Municipal Officer Election Day on the first Tuesday of March in even numbered years or at the Regular Local Election on the first Tuesday after the first Monday in November of odd numbered years; and

WHEREAS, the City of Hobbs has considered the issues related to opting in to the Regular Local Election Act, including uniformity of procedures and convenience for the voters.

NOW, THEREFORE, BE IT ORDAINED by the governing body of the City of Hobbs, New Mexico, that the City of Hobbs hereby opts in to the election of its municipal officers in the November Regular Local Election.

BE IT FURTHER RESOLVED that the terms of office for municipal officers shall be adjusted as follows, to correspond with the new election date:

Extending terms:

To begin with the Regular Local Election held in November 2023, the terms of office for the current municipal office holders shall be adjusted, so that:

(A) municipal officers elected or appointed to a term ending in 2024 shall serve until December 31, 2025, the new term of the position shall be elected at the regular local election in November 2025, and the new term shall commence January 1, 2026; and

(B) municipal officers elected or appointed to a term ending in 2026 shall serve until December 31, 2027, the new term of the position shall be elected at the regular local election in November 2027, and the new term shall commence January 1, 2028.

BE IT FURTHER RESOLVED that upon approval of this ordinance, the Municipal Clerk shall file a copy of the ordinance with the Secretary of State no later than June 30, 2023.

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

/s/Jan Fletcher
Jan Fletcher, City Clerk

#00277942

67108146

00277942

CITY OF HOBBS FINANCE DEPT
200 E. BROADWAY ST
HOBBS, NM 88240



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 15, 2023

SUBJECT: Resolution Regarding the Application of GSA Pizza, LLC, d/b/a Pizza Inn, 1943 North Grimes, Hobbs, New Mexico, for the Sale of Beer and Wine Only

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: May 4, 2023
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

GSA Pizza, LLC, d/b/a Pizza Inn, has applied to the State of New Mexico, Alcoholic Beverage Control, and received preliminary approval for the issuance of a restaurant liquor license at 1943 North Grimes for the sale of beer and wine. The application was received by the City Clerk's Office on April 3, 2023, and a public hearing must be held by the City within forty-five (45) days from receipt of such notice. The City has duly published notice of the hearing in the Hobbs News-Sun and properly notified the applicant of such hearing by certified mail and email.

Fiscal Impact:

Reviewed By: Finance Department

The applicant has paid the required \$250.00 administrative fee to the City for processing this application.

Attachments:

Application packet from State of New Mexico, Alcoholic Beverage Control; Affidavit of Publication; Area Map; and Resolution

Legal Review:

Approved As To Form: Efren A. Cortez City Attorney

Recommendation:

Motion to approve or disapprove issuance of the restaurant license; second; vote.

Approved For Submittal By:

Jan Fletcher

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. 7340

A RESOLUTION CONCERNING THE ISSUANCE OF A
RESTAURANT LIQUOR LICENSE TO
GSA PIZZA, LLC, D/B/A PIZZA INN,
1943 NORTH GRIMES, HOBBS, NEW MEXICO

WHEREAS, the City of Hobbs has received the application of GSA Pizza, LLC, for the issuance of a restaurant liquor license for the sale of beer and wine at 1943 North Grimes, Hobbs, New Mexico, and said application has received preliminary approval from the State of New Mexico, Alcoholic Beverage Control; and

WHEREAS, a public hearing is being held by the governing body of the City of Hobbs on May 15, 2023, on the question of whether or not the proposed restaurant liquor license should be granted for the sale of beer and wine.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the restaurant liquor license application of GSA Pizza, LLC, d/b/a Pizza Inn, 1943 North Grimes, Hobbs, New Mexico, be and is hereby _____ (approved or disapproved) for the sale of beer and wine.

PASSED, ADOPTED AND APPROVED this 15th day of May, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Affidavit of Publication

STATE OF NEW MEXICO
COUNTY OF LEA


I, Daniel Russell, Publisher of the Hobbs News-Sun, a newspaper published at Hobbs, New Mexico, solemnly swear that the clipping attached hereto was published in the regular and entire issue of said newspaper, and not a supplement thereof for a period of 2 issue(s).

Beginning with the issue dated
April 09, 2023
and ending with the issue dated
April 16, 2023.



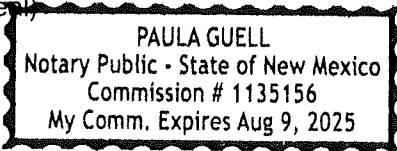
Publisher

Sworn and subscribed to before me this
16th day of April 2023.



Notary

My commission expires
August 09, 2025
(See)



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

LEGAL NOTICE April 9 and 16, 2023

NOTICE OF PUBLIC LIQUOR HEARING

NOTICE IS HEREBY GIVEN that the City Commission of the City of Hobbs, New Mexico, will hold a public hearing on **Monday, May 15, 2023, at 6:00 p.m.**, in the City Commission Chamber at City Hall, First Floor Annex, 200 East Broadway, Hobbs, New Mexico. The purpose of the hearing will be to consider whether the State of New Mexico Regulation and Licensing Department, Alcoholic Beverage Control, should approve or disapprove the liquor license set forth herein. Protests and objections may be made by any interested persons at the time, date and place of hearing.

NOTICE TO PERSONS WITH DISABILITIES: If you have a disability and require special assistance to participate in the hearing, please contact Jan Fletcher at least three days before the hearing date at (575) 397-9200.

HEARING FORMAT: The hearing format is subject to change to a virtual remote meeting if an in-person meeting cannot be held. If any person desires to testify or otherwise participate in the hearing, please contact Jan Fletcher, City Clerk, at (575) 397-9200.

If you are in need of an interpreter to participate in the hearing, please contact Jan Fletcher at (575) 397-9200 at least three days before the hearing date.

APPLICATION FOR RESTAURANT "A"
BEER AND WINE LIQUOR LICENSE
Applicant: GSA Pizza, LLC
D/B/A Name: Pizza Inn
Proposed Address:
1943 North Grimes Hobbs, NM 88240

DATED this 5th day of April, 2023.
/s/ Sam D. Cobb
SAM D. COBB, Mayor
#00277561

67108146

00277561

CITY OF HOBBS FINANCE DEPT
200 E. BROADWAY ST
HOBBS, NM 88240



NMRLD

NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

March 28, 2023

Certified Mail No.: 7022 1670 0002 1180 6409

RECEIVED

APR 03 2023

OFFICE OF THE CITY CLERK
HOBBS, NEW MEXICO

City of Hobbs

Attn: Jan Fletcher
200 East Broadway
Hobbs, NM 88240

Lic. No. /Appl. No.:

Name of Applicant: GSA Pizza, LLC
Doing Business As: Pizza Inn
Proposed Location: 1943 N. Grimes Street, Hobbs, New Mexico 88240

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval**. It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act shall be given by the governing body by publishing a notice of the date, time, and place of the hearing twice during the 30 days prior to the hearing in a newspaper of general circulation within the territorial limits of the governing body. **The first notice must be published at least thirty (30) days before the hearing. Both publications must occur before a hearing can be conducted.** The notice shall include:

- (A) Name and address of the Applicant/Licensee;
- (B) The action proposed to be taken;
- (C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that “within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer”, we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

- 1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
- 2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;



ABC has no preference in the option you choose.

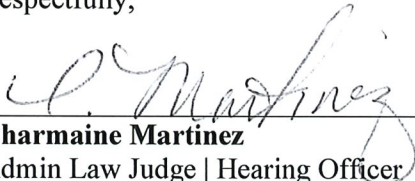
The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

THE APPLICANT IS SEEKING RESTAURANT A – BEER AND WINE LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,



Charmaine Martinez
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4804 Fax: (505) 476-4595
Email: Charmaine.Martinez2@state.nm.us

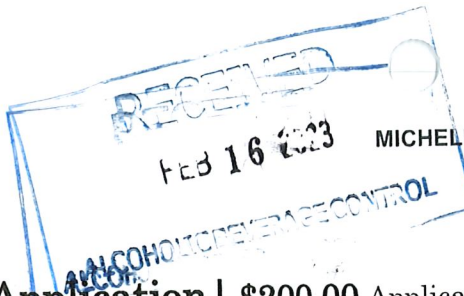
Enclosures:

1. Original Page 1 of the Application (*must be signed and returned w/notices of publication*)
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement
4. Copy of Floor Plan





NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT



STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

Restaurant Liquor License Application | \$200.00 Application Fee, non-refundable

ABC USE ONLY: Application Fee \$200.00 Received on: 2-17-23 Receipt No. _____
License Fee \$ _____ Received on: _____ Receipt No. _____

Application Number: _____ Local Option District: _____

TYPE of APPLICATION: *Check appropriate box*

- Restaurant A | Beer & Wine only | License Fee, pro-rated, due at final: \$1,050.00
- Restaurant B | Beer, Wine & Spirits | License Fee, pro-rated, due at final: \$10,000.00

Applicant is: Individual Limited Liability Company Corporation Partnership (General/Limited)

Applicant /Company Name: GSA Pizza, LLC

D/B/A Name: Pizza Inn

Email: (required) gsapizza@gmail.com Business Phone No: (575) 397-0505

Mailing Address: PO BOX 2783 Hobbs, NM 88241

Physical location, if different: 1943 N Grimes St Hobbs, NM 88240
(Include Street number / Hwy number / State Road, City, State, and Zip Code)

County: Lea

Are alcoholic beverages currently being dispensed at the proposed location? Yes No If Yes, License #/Type: #3146/A

As defined in §60-3A-3. V. "Restaurant", means an establishment having a New Mexico resident as a proprietor or manager ... as a place where food is prepared and served primarily for on-premises consumption to the general public in consideration of payment and that has a dining room, a kitchen and the employees necessary for preparing, cooking and serving food; ... does not include establishments as defined in rules promulgated by the director serving only hamburgers, sandwiches, salads and other fast foods;

I qualify as a "Restaurant"? Yes No

Is food service the primary source of revenue and accounts for 60% or more of the total gross receipts at current licensed premises? Yes No

Is Food Service Permit current? Yes, attached No

I have attached **photos of the Dining Room and Kitchen** and included a **copy of the Menu**. Yes No

Days and Hours of Operation? Monday - Sunday 11am to 9pm

I understand that a restaurant license requires that the establishment is not a bar-like setting and the hours for sales and/or service of alcoholic beverages are only from 7:00am to 11:00pm or until food sale and service ceases, whichever is earlier? Yes No

Contact Person: Brandon Acevedo Phone #: (575) 397-0505 Email: gsapizza@gmail.com



Application No. _____

You must sign before a Notary Public.

I, (print name) Brandon Acevedo, as (Title) managing member being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

Signature of Applicant: [Signature] Date: 12-7-22

Notary Public Use Only: (State of Nm, County of Lea)

SUBSCRIBED AND SWORN TO before me this 7 day of December, 2022

By Affiant: Brandon Acevedo

Notary Public: Robin S. Willingham

My Commission Expires on: 1-12-2025

STATE OF NEW MEXICO
NOTARY PUBLIC
Robin S. Willingham
Commission No. 1058394
January 12, 2025

Local Option District Use Only:

Local Governing Body of _____ City, County, Town, Village

Public Hearing held on _____ 20____ Decision: Approved Disapproved

Signature of Official: _____ Title: _____

ABC USE ONLY:

APPROVED DISAPPROVED, _____

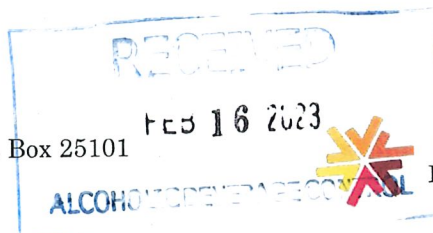
Done this _____ Day of _____, 20____.

SIGNED BY DIRECTOR: _____

ASSIGNED LICENSE NO. _____ EXPIRES ON: _____

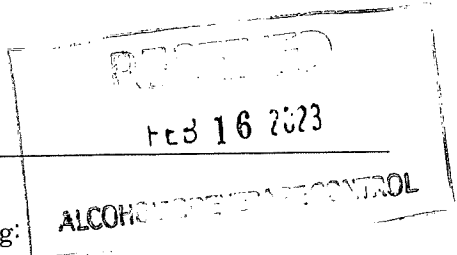
Reviewed, with copy sent to Licensee via Email, Fax, 1st class mail

By: _____ Date: _____



1. The land and building which is proposed to be the licensed premises is: (check one)

- Owned by Applicant, copy of deed/document attached
- Leased by Applicant, copy of lease/document attached
- Other (provide details): _____



2. If the land and building are not owned by Applicant, indicate the following:

- A. Owner(s): N/A
- B. Date and Term of Lease: N/A

3. Premises location is Zoned (example C-1, see Zoning Statement): No Zoning

Zoning Statement attached, Yes No Must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (Property line of church to closest point of licensed premises—shortest distance)

Name of Church: Trinity Lutheran Church Miles/feet: .3 miles
 Address/location of Church: 718 W Bender Hobbs, NM 88240

5. Distance* from nearest School: (Property line of school to closest point of licensed premises—shortest distance)

Name of School: Sanger Elementary School Miles/feet: .5 miles
 Address/location of School: 2020 N. Adobe Hobbs, NM 88240

6. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and must be labeled with designated areas highlighted, which will reflect the proposed Licensed Premises.

7. Type of Operation: Hotel Lounge Package Grocery Racetrack
 Restaurant Craft Distiller Small Brewer Winery Wholesaler
 Other (specify): _____

*NOTE: If the distance is beyond 300 feet, but less than 400 feet, and the Applicant does not admit that the location is within 300 feet and requests a waiver from the LOD, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.



PLANNING DEPARTMENT

200 E. Broadway Street, Hobbs, NM 88240
Ph. 1-505-397-9232 Fax 1-505-397-9227

November 28, 2022

**GSA Pizza, LLC
1943 N. Grimes
Hobbs, NM 88240**

RE: Zoning Certification for a Restaurant located at 1943 N. Grimes in Hobbs, NM 88240.

Dear Mr. Moore:

Pursuant to your request for a Zoning Certification regarding a Restaurant located at 1943 N. Grimes in Hobbs, NM, please be advised that the City of Hobbs has not adopted a zoning ordinance to regulate land uses and locations of different types of development or specific business uses throughout the City. Consequently, the City of Hobbs has no current regulations which govern zoning districts and/or land uses, use of buildings, or use of vacant land. Therefore, the current land use as referred to herein, including a Restaurant located at 1943 N. Grimes in Hobbs, NM is considered a use by right as of this date of November 28, 2022. The proposed use is in conformance with applicable zoning law as of this date.

Please note that the City does have a Major Thoroughfare Plan, Subdivision Regulations, Flood Zone, Fire Zone, Landscaping Regulations, Building Code, Liquor License and other development regulations that must be followed for improvements and changes in building occupancy types, including yard setback requirements. This letter is in regards to that portion of the above referenced real property that exists within the corporate limits of the City of Hobbs, NM on November 28, 2022.

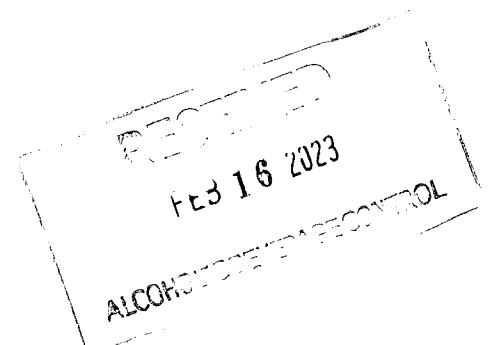
If you have any questions or need further information, please contact me at (575) 397-9351.

Sincerely,

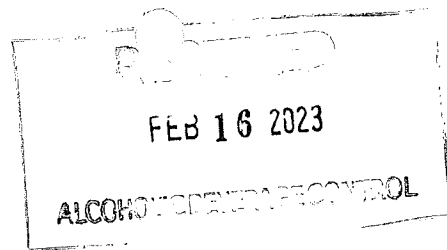
CITY OF HOBBS, NEW MEXICO



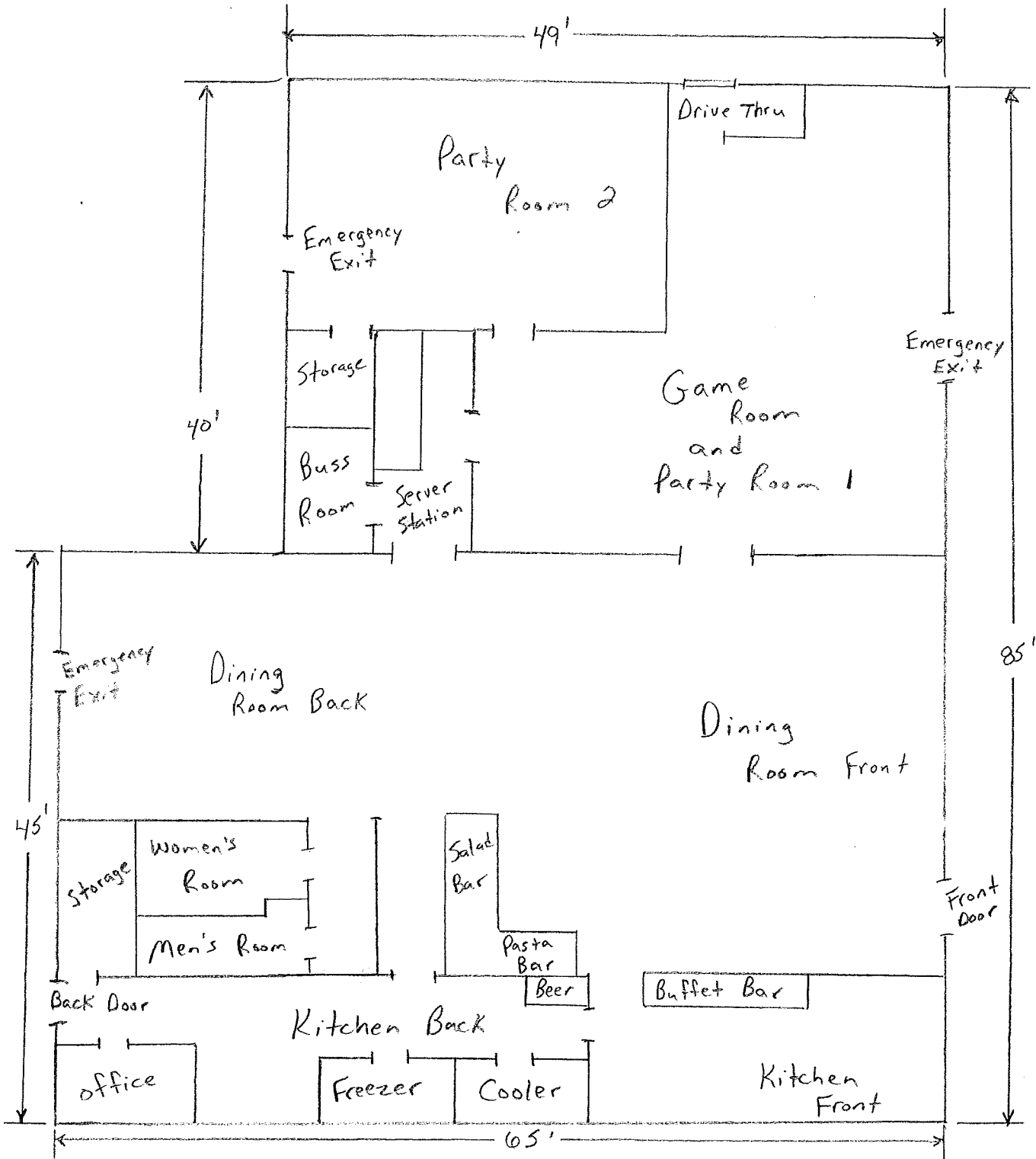
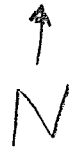
Kevin Robinson – Planning Department



GSA Pizza, LLC
Pizza Inn
1943 N. Grimes St.
Hobbs, NM

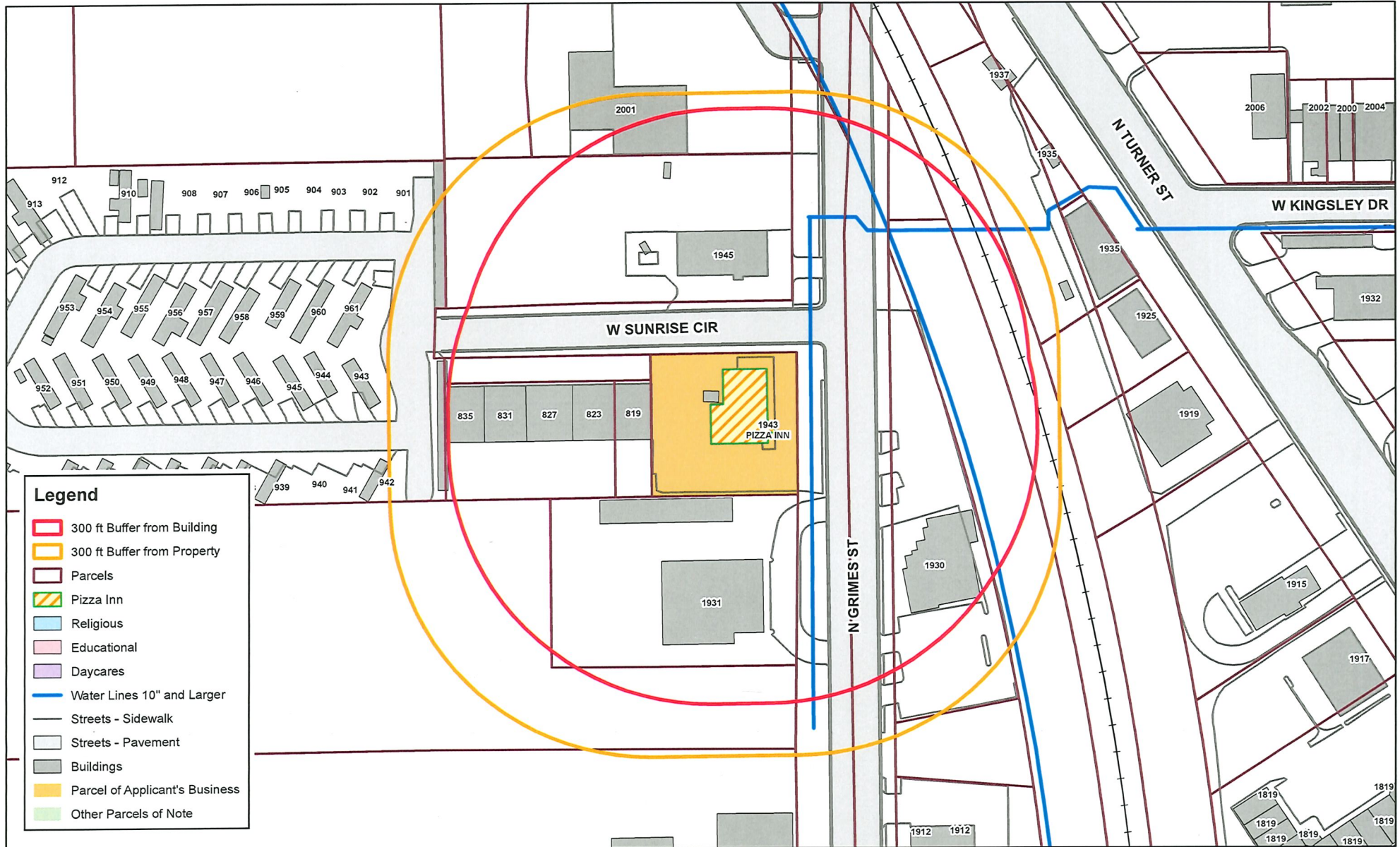


Floor Plan
Approx. 4900 sq-ft



Pizza Inn

300 ft Buffer Zone Map for Liquor License for 1943 N. Grimes St.



City of Hobbs GIS Division

SY

Date: 5/8/2023 1 inch = 150 feet Time: 5:33:30 PM

DISCLAIMER: THE CITY OF HOBBS MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE OF ANY KIND REGARDING ANY GIS DATA PROVIDED HEREIN OR THE SOURCES OF SUCH DATA. THE CITY OF HOBBS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DATA CONTAINED WITHIN THIS PRODUCT IS PROVIDED BY THE CITY OF HOBBS FOR INFORMATIONAL PURPOSES ONLY AND NOT IN COMPLIANCE WITH ANY LEGAL REQUIRED SURVEYING STANDARD.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 15, 2023

SUBJECT: Consideration of Preliminary FY 2023-2024 Budget
DEPT. OF ORIGIN: Finance
DATE SUBMITTED: May 05, 2023
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

Pursuant to applicable state law the preliminary budget must be approved and submitted to the Local Government Division of the NMDFA by June 1st. This proposed preliminary budget includes \$69,863,600.78 in proposed General Fund expenditures and \$141,501,454.25 in proposed expenditures for all funds. Revenues in the General Fund are projected at \$64,685,850.00 and total revenue projections for all funds are set at \$126,299,905.52. Current projected general fund cash reserve is set at 34% with a preliminary ending cash balance for all funds of \$63,894,457.15

Fiscal Impact:

Reviewed By: [Signature] Finance Department

Annual budgeting process has more fiscal impact than any other city policy issue.

Attachments:

Resolution and FY24 Fund Summary

Legal Review:

Approved As To Form: [Signature] City Attorney

Motion to approve the resolution

Recommendation:

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. 7341

2023-2024 PRELIMINARY BUDGET CONSIDERATION

(112th FISCAL YEAR)

WHEREAS, the Governing Body of the Municipality of Hobbs, State of New Mexico has developed a preliminary budget for fiscal year 2023 - 2024; and

WHEREAS, said preliminary budget was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, the official meetings for the review of said documents were duly advertised and held on May 1, 2023 and May 15, 2023, in compliance with the State Open Meetings Act; and

WHEREAS, the majority opinion of this Commission is that the proposed preliminary budget meets the requirements currently determined for fiscal year 2023 -2024.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the Municipality of Hobbs, State of New Mexico, hereby adopts the preliminary budget herein above described and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, ADOPTED, APPROVED AND RESOLVED in session this 15TH day
of May, 2023.

MUNICIPAL GOVERNING BODY OF
HOBBS, NEW MEXICO

SAM D. COBB, Mayor

R. FINN SMITH, Commissioner

CHRISTOPHER R. MILLS, Commissioner

LARRON FIELDS, Commissioner

JOSEPH D. CALDERON, Commissioner

DWAYNE PENICK, Commissioner

DON R. GERTH, Commissioner

ATTEST:

JAN FLETCHER, City Clerk

**City of Hobbs Preliminary Budget
FY24 Fund Summary**

| | Beginning Cash (FY23 BAR #3) | Total Revenue | Interfund Transfer | Total Expenditures | Ending Cash | |
|---|---------------------------------|-----------------------|-----------------------|-----------------------|----------------------|-----|
| 001 GENERAL | 38,465,892.64 | 64,685,850.00 | (9,276,213.22) | 69,863,600.78 | 24,011,928.64 | 34% |
| 002 LAND ACQUISITION | 381,763.30 | 100,000.00 | | 100,000.00 | 381,763.30 | |
| General Fund Subtotal | 38,847,655.94 | 64,785,850.00 | (9,276,213.22) | 69,963,600.78 | 24,393,691.94 | |
| | | | | | | |
| 110 LOCAL GOV CORR | 732,430.50 | 169,000.00 | | 494,500.00 | 406,930.50 | |
| 120 POLICE PROTECTION | - | 201,500.00 | | 201,500.00 | - | |
| 130 P D N (parif, drug, narcotics) | 1,918.75 | - | | 1,918.75 | - | |
| 150 COPS GRANT | 26,251.09 | - | | - | 26,251.09 | |
| 160 RECREATION (CORE) | 1,000.00 | 1,626,400.00 | 3,666,332.82 | 5,292,732.82 | 1,000.00 | |
| 170 OLDER AMERICAN | 1,000.00 | 198,800.00 | 1,073,298.89 | 1,272,098.89 | 1,000.00 | |
| 180 GOLF | 1,000.00 | 1,031,250.00 | 1,828,787.45 | 2,860,037.45 | 1,000.00 | |
| 190 CEMETERY | 1,000.00 | 216,650.00 | 644,097.59 | 860,747.59 | 1,000.00 | |
| 200 AIRPORT | 631,755.99 | 185,574.32 | | 318,500.00 | 498,830.31 | |
| 210 LEGISLATIVE APPROPRIATIONS | 80,043.69 | 5,250,000.00 | | 5,250,000.00 | 80,043.69 | |
| 220 INTERGOVERNMENTAL GRANTS | - | - | | - | - | |
| 230 LODGERS' TAX | 567,642.51 | 1,325,000.00 | (695,000.00) | 605,000.00 | 592,642.51 | |
| 240 LG ABATEMENT FUND (OPIOID) | - | 489,000.00 | | 489,000.00 | - | |
| 250 CANNABIS EXCISE TAX FUND | - | 620,000.00 | (603,000.00) | 17,000.00 | - | |
| 270 PUBLIC TRANSPORTATION | 406,020.37 | 1,100,000.00 | | 1,176,768.28 | 329,252.09 | |
| 280 FIRE PROTECTION | 627,933.32 | 533,000.00 | | 515,400.00 | 645,533.32 | |
| 290 EMER MEDICAL SERV | 792.28 | 20,000.00 | | 20,000.00 | 792.28 | |
| 300 LERF | - | 1,425,000.00 | | 1,423,635.96 | 1,364.04 | |
| 310 LEDA | - | - | 3,361,696.47 | 3,361,696.47 | - | |
| Special Revenue Subtotals | 3,078,788.50 | 14,391,174.32 | 9,276,213.22 | 24,160,536.21 | 2,585,639.83 | |
| | | | | | | |
| 370 COMM DEVE CONST | 1,000.00 | - | | - | 1,000.00 | |
| 460 BEAUTIFICATION IMPROVEMENT | 1,538,849.89 | - | | - | 1,538,849.89 | |
| 480 STREET IMPROVEMENTS | 111,535.57 | 975,000.00 | | 500,000.00 | 586,535.57 | |
| 490 CITY COMM. IMPROVEMENTS | 7,598,137.32 | 2,500,000.00 | (750,000.00) | - | 9,348,137.32 | |
| Capital Project Subtotals | 9,249,522.78 | 3,475,000.00 | (750,000.00) | 500,000.00 | 11,474,522.78 | |
| | | | | | | |
| 510 UTILITY BOND | - | - | 307,005.74 | 307,005.74 | - | |
| 530 WASTEWATER BOND | 1,989,842.96 | - | 2,442,795.99 | 2,442,795.99 | 1,989,842.96 | |
| Debt Service Subtotals | 1,989,842.96 | - | 2,749,801.73 | 2,749,801.73 | 1,989,842.96 | |
| | | | | | | |
| 100 SOLID WASTE | 2,142,741.14 | 7,750,000.00 | | 7,900,000.00 | 1,992,741.14 | |
| 440 JOINT UTILITY EXTENSIONS CAPITAL PR | 1,000.00 | - | 750,000.00 | 750,000.00 | 1,000.00 | |
| 600 JOINT UTILITY | 1,000.00 | - | 7,880,101.45 | 7,880,101.45 | 1,000.00 | |
| 610 JOINT UTILITY CONST | 1,000.00 | - | 2,569,000.00 | 2,569,000.00 | 1,000.00 | |
| 620 WASTE WATER PLANT CONST | 1,000.00 | - | 925,000.00 | 925,000.00 | 1,000.00 | |
| 630 JOINT UTILTIY - WASTEWATER | 1,000.00 | - | 5,895,963.08 | 5,895,963.08 | 1,000.00 | |
| 650 JOINT UTILTIY INCOME - WASTEWATER | 443,518.80 | 8,810,000.00 | (9,246,082.15) | - | 7,436.65 | |
| 660 JOINT UTILITY INCOME | 3,373,694.86 | 9,275,000.00 | (10,773,784.11) | - | 1,874,910.75 | |
| 680 METER DEPOSIT RES | 1,220,767.82 | 375,000.00 | | 375,000.00 | 1,220,767.82 | |
| 690 INTERNAL SUPPLY | 67,797.49 | 225,000.00 | | 225,000.00 | 67,797.49 | |
| Utility Subtotals | 7,253,520.11 | 26,435,000.00 | (1,999,801.73) | 26,520,064.53 | 5,168,653.85 | |
| | | | | | | |
| 640 MEDICAL INSURANCE | 2,857,301.14 | 7,776,930.00 | (325,000.00) | 7,851,000.00 | 2,458,231.14 | |
| 670 WORKERS COMP TRUST | 1,160,937.04 | 720,000.00 | | 720,000.00 | 1,160,937.04 | |
| 740 INSURANCE - RISK | 5,200,000.00 | 2,072,951.00 | | 2,072,951.00 | 5,200,000.00 | |
| Internal Service Subtotal | 9,218,238.18 | 10,569,881.00 | (325,000.00) | 10,643,951.00 | 8,819,168.18 | |
| | | | | | | |
| 700 MOTOR VEHICLE | 23,966.39 | 5,500,000.00 | | 5,500,000.00 | 23,966.39 | |
| 710 MUNI JUDGE BOND FUND | 107,575.34 | - | | - | 107,575.34 | |
| 720 RETIREE HEALTH INSURANCE TRUST FU | 9,000,000.00 | 1,075,000.00 | 325,000.00 | 1,400,000.00 | 9,000,000.00 | |
| 730 CRIME LAB FUND | 75,261.05 | 57,000.00 | | 57,000.00 | 75,261.05 | |
| 750 FORECLOSURE TRUST FUND | 71.88 | - | | - | 71.88 | |
| 770 LIBRARY TRUST | 6,220.10 | 1,500.00 | | 1,500.00 | 6,220.10 | |
| 780 SENIOR CITIZEN TRUST | 4,699.94 | 3,000.00 | | 3,000.00 | 4,699.94 | |
| 790 PRAIRIE HAVEN MEM | 5,839.42 | - | | - | 5,839.42 | |
| 800 COMMUNITY PARK TRUST | 1,562.02 | - | | - | 1,562.02 | |
| 820 EVIDENCE TRUST FUND | 215,724.33 | 5,000.00 | | - | 220,724.33 | |
| 830 HOBBS BEAUTIFUL | 15,347.29 | - | | - | 15,347.29 | |
| 860 CITY AGENCY TRUST | 2,169.85 | 1,500.00 | | 2,000.00 | 1,669.85 | |
| Trust & Agency Subtotals | 9,458,437.61 | 6,643,000.00 | 325,000.00 | 6,963,500.00 | 9,462,937.61 | |
| Grand Total All Funds | 79,096,006.08 | 126,299,905.32 | 0.00 | 141,501,454.25 | 63,894,457.15 | |



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 15, 2023

SUBJECT: CONSIDER APPROVAL OF A RESOLUTION AMENDING FEES AT ROCKWIND COMMUNITY LINKS GOLF COURSE

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: May 5, 2023
SUBMITTED BY: Doug McDaniel, Recreation Director, Ben Kirkes, Rockwind Community Links Golf Professional/General Manager

Summary:

Prior to the opening of the Rockwind Community Links Golf Course, the City Commission adopted the fees that are still in place at Rockwind Community Links. Rockwind has become known as one of the best golf courses in the region and has hosted the New Mexico High School State Golf Championships (twice) as well as the New Mexico Open.

Through a survey of courses in the region, it has been demonstrated that playing golf at Rockwind Community Links is very affordable. However, it is time to consider increasing fees as operational and maintenance costs, cost of goods sold, and personnel costs have all increased. Currently, Rockwind Community Links has a "one size fits all" greens fee concept for all six (6) days that the course is open.

It is staff's recommendation that a new fee structure be considered for approval which would have separate greens fees for weekdays (Monday, Wednesday, Thursday) and weekends/holidays (Friday, Saturday, Sundays, and holidays). All current fees and the proposed fees are included in attached Exhibits A, B, C.

Fiscal Impact

Reviewed by: [Signature]
Finance Department

Rockwind staff estimates the amended fees will generate approximately \$100,000.00. Actual revenue will be dependent on the number of greens fees, cart fees, tournaments fees, and all other fees collected.

Attachments: Resolution, Exhibits A, B, C

Legal Review:

Approved As To Form

[Signature]
City Attorney

Recommendation:

Staff recommends that the Commission approve the Resolution.

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. 7342

A RESOLUTION AMENDING FEES AT ROCKWIND COMMUNITY LINKS
GOLF COURSE

WHEREAS, in 2014 the City of Hobbs approved fees for Rockwind Community Links Golf Course in advance of the course's grand opening which was held in May 2015; and

WHEREAS, the reputation of the Rockwind Community Links Golf Course has continued to grow throughout the State of New Mexico and the surrounding region; and

WHEREAS, the original fees approved in 2014 have not increased in the nearly eight years that the Rockwind Community Links Golf Course has been in operation; and

WHEREAS, operational and maintenance costs, cost of goods sold, and personnel costs have all increased since the Rockwind Community Links Golf Course was opened in May 2015; and

WHEREAS, City staff at Rockwind Community Links recommends an increase in fees at this time; and

WHEREAS, pursuant to the Hobbs Municipal Code Section 12.28.100, the establishment or revision of appropriate fees of Rockwind Community Links must receive approval of the City Commission by resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor is hereby authorized and directed to execute this Resolution on behalf of the City of Hobbs to amend certain fees of Rockwind Community Links.

PASSED, ADOPTED AND APPROVED this 15th day of May, 2023.

SAM COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Exhibit A

Current Rockwind Fees + Proposed Fees

Weekdays

| Fee Description | Current Fee | Proposed Increase For Weekdays (15%) | Proposed NEW Fees For Weekdays |
|--|----------------|--------------------------------------|--------------------------------|
| Adult Weekday 9 Holes Walking/Resident | 10 | 1.50 | 11.50 |
| Adult Weekday 9 Holes Walking/Non-Res | 20 | 3.00 | 23.00 |
| Adult Weekday 18 Holes Walking/Resident | 15 | 2.00 | 17.00 |
| Adult Weekday 18 Holes Walking/Non-Res | 30 | 4.50 | 34.50 |
| Adult Weekday Twilight Walking/Resident | 10 | 1.50 | 11.50 |
| Adult Weekday Twilight Walking/Non-Res | 20 | 3.00 | 23.00 |
| Senior Weekday 9 Holes Walking/Resident | 10 | 1.50 | 11.50 |
| Senior Weekday 9 Holes Walking/Non-Res | 20 | 3.00 | 23.00 |
| Senior Weekday 18 Holes Walking/Resident | 12 | 2.00 | 14.00 |
| Senior Weekday 18 Holes Walking/Non-Res | 24 | 4.00 | 28.00 |
| Senior Weekday Twilight Walking/Resident | 10 | 1.50 | 11.50 |
| Senior Weekday Twilight Walking/Non-Res | 20 | 3.00 | 23.00 |
| Junior Weekday 9 Holes Walking/Resident | 6 | 1.00 | 7.00 |
| Junior Weekday 9 Holes Walking/Non-Res | 12 | 2.00 | 14.00 |
| Junior Weekday 18 Holes Walking/Resident | 6 | 2.00 | 8.00 |
| Junior Weekday 18 Holes Walking/Non-Res | 12 | 2.00 | 14.00 |
| Junior Weekday Twilight Walking/Resident | 6 | 1.00 | 7.00 |
| Junior Weekday Twilight Walking/Non-Res | 12 | 2.00 | 14.00 |
| Cart Fee Adult 18 Holes | 16 | 2.00 | 18.00 |
| Cart Fee Adult 9 Holes | 11 | 2.00 | 13.00 |
| Cart Fee Adult Twilight 18 Holes | 11 | 2.00 | 13.00 |
| Cart Fee Senior 18 Holes | 14 | 2.00 | 16.00 |
| Cart Fee Senior 9 Holes | 11 | 2.00 | 13.00 |
| Cart Fee Senior Twilight 18 Holes | 11 | 2.00 | 13.00 |
| Should Proposed Fees be Approved Greens Fees + Cart Fees Would Be | Current | | Proposed Weekday Fees |
| Adult/Resident 18 Holes | \$31.00 | | \$35.00 |
| Senior/Resident 18 Holes | \$26.00 | | \$30.00 |
| Adult/Non-Res 18 Holes | \$46.00 | | \$52.50 |
| Senior/Non-Res 18 Holes | \$38.00 | | \$44.00 |

Exhibit B

Current Rockwind Fees + Proposed Fees

Weekends/Holidays

| Fee Description | Current Fee | Proposed Increase For Weekends & Holidays (26.67%) | Proposed NEW Fees For Weekends & Holidays |
|--|--------------------|---|--|
| Adult Weekend 9 Holes Walking/Resident | 10 | 2.75 | 12.75 |
| Adult Weekend 9 Holes Walking/Non-Res | 20 | 5.25 | 25.25 |
| Adult Weekend 18 Holes Walking/Non-Res | 15 | 4.00 | 19.00 |
| Adult Weekend 18 Holes Walking/Resident | 30 | 8.00 | 38.00 |
| Adult Weekend Twilight Walking/Resident | 10 | 2.75 | 12.75 |
| Adult Weekend Twilight Walking/Non-Res | 20 | 5.25 | 25.25 |
| Senior | | | |
| Senior Weekend 9 Holes Walking/Resident | 10 | 2.75 | 12.75 |
| Senior Weekend 9 Holes Walking/Non-Res | 20 | 5.25 | 25.25 |
| Senior Weekend 18 Holes Walking/Res | 12 | 3.25 | 15.25 |
| Senior Weekend 18 Holes Walking/Non-Res | 24 | 6.50 | 30.50 |
| Senior Weekend Twilight Walking/Resident | 10 | 2.75 | 12.75 |
| Senior Weekend Twilight Walking/Non-Res | 20 | 5.25 | 25.25 |
| Junior | | | |
| Junior Weekend 9 Holes Walking/Resident | 6 | 1.50 | 7.50 |
| Junior Weekend 9 Holes Walking/Non-Res | 12 | 3.25 | 15.25 |
| Junior Weekend 18 Holes Walking/Res | 6 | 1.50 | 7.50 |
| Junior Weekend 18 Holes Walking/Non-Res | 12 | 3.25 | 15.25 |
| Junior Weekend Twilight Walking/Resident | 6 | 1.50 | 7.50 |
| Junior Weekend Twilight Walking/Non-Res | 12 | 3.25 | 15.25 |
| Cart Fees | | | |
| Cart Fee Adult 18 Holes | 16 | 2.00 | 18.00 |
| Cart Fee Adult 9 Holes | 11 | 2.00 | 13.00 |
| Cart Fee Adult Twilight 18 Holes | 11 | 2.00 | 13.00 |
| Senior Cart Fees | | | |
| Cart Fee Senior 18 Holes | 14 | 2.00 | 16.00 |
| Cart Fee Senior 9 Holes | 11 | 2.00 | 13.00 |
| Cart Fee Senior Twilight 18 Holes | 11 | 2.00 | 13.00 |
| Should Proposed Fees be Approved Greens Fees + Cart Fees Would Be | Current | | Proposed Weekend & Holidays Fees |
| Adult/Resident 18 Holes | \$31.00 | | \$37.00 |
| Senior/Resident 18 Holes | \$26.00 | | \$31.00 |
| Adult/Non-Res 18 Holes | \$46.00 | | \$56.00 |
| Senior/Non-Res 18 Holes | \$38.00 | | \$46.50 |

Holidays: New Years Day, MLK Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day
Course Closed: Thanksgiving Day, Christmas Day

Additional Fees at Rockwind Community Links

| Fee Description | Current | |
|---|------------|--------------|
| | Fee | Proposed Fee |
| Replay Adult/Resident Weekday | 7.50 | 8.50 |
| Replay Adult/Non Res Weekday | 15.00 | 17.25 |
| Replay Senior/Resident Weekday | 6.00 | 7.00 |
| Replay Senior/Non-Res Weekday | 12.00 | 14.00 |
| Replay Junior/Resident Weekday | 3.00 | 4.00 |
| Replay Junior/Non-Res Weekday | 6.00 | 7.00 |
| Replay Adult/Resident Weekends/Holidays | 7.50 | 9.50 |
| Replay Adult/Non Res Weekends/Holidays | 15.00 | 19.00 |
| Replay Senior/Resident Weekends/Holidays | 6.00 | 7.50 |
| Replay Senior/Non-Res Weekends/Holidays | 12.00 | 15.25 |
| Replay Junior/Resident Weekends/Holidays | 3.00 | 3.75 |
| Replay Junior/Non-Res Weekends/Holidays | 6.00 | 7.50 |
| Solo-Rider Golf Cart 18 Holes | | 11.00 |
| Solo-Rider Golf Cart 9 Holes | | 6.00 |
| Par 3 Adult/Resident | 6 | 7 |
| Par 3 Adult/Non-Res | 12 | |
| Par 3 Junior/Resident | 2 | 2 |
| Par 3 Junior/Non-Res | 4 | |
| Par 3 Adult Replay/Resident | 3 | 3 |
| Par 3 Adult Replay/Non-Res | 6 | |
| Par 3 Junior Replay/Resident | 1 | 1 |
| Par 3 Junior Replay/Non-Res | 2 | |
| * Up to three (3) Juniors Play For Free with a Paying Adult | | |
| Adult Player's Pass | 800.00 | 965.00 |
| Senior Player's Pass | 600.00 | 725.00 |
| Junior Player's Pass | 200.00 | 240.00 |
| Adult Frequent Player Card 60 Rounds | 600.00 | 864.00 |
| Adult Frequent Player Card 20 Rounds | 200.00 | 325.00 |
| Senior Frequent Player Card 60 Rounds | 450.00 | 702.00 |
| Senior Frequent Player Card 20 Rounds | 180.00 | 263.00 |
| Junior Frequent Player Card 60 Rounds | 150.00 | 372.00 |
| Junior Frequent Player Card 20 Rounds | 80.00 | 140.00 |
| Ride The Rock Pass | | |
| Includes 60 rounds of golf + 60 cart fees | | |
| Businesses/Adults | 1670.00 | 1944.00 |
| Seniors | | 1654.00 |
| Range Balls X-Large Bucket | 12.00 | 13.00 |
| Range Balls Large Bucket | 9.00 | 10.00 |
| Range Balls Medium Bucket | 6.00 | 7.00 |
| Range Balls Small Bucket | 3.50 | 4.50 |
| Range Pass: Purchase for \$75/Get \$100 of Range Balls | | |
| Pull Cart 9 Holes | 5.00 | 5.00 |
| Pull Cart 18 Holes | 10.00 | 10.00 |
| Rental Clubs 9 Holes | 10.00 | |
| Rental Clubs 18 Holes | 20.00 | 25.00 |
| Rental Clubs (Premium) 9 Holes | 20.00 | |
| Rental Clubs (Premium) 18 Holes | 40.00 | 45.00 |
| Tournament Rates (applicable to 40 or more) | | |
| Weekday Rates | \$28-\$40 | \$50.00 |
| Weekend/Holiday Rates | \$31-\$45 | \$55.00 |
| Tournament Rates (High School & College)* | | |
| Tuesday Tournaments/Events | \$0 - \$10 | \$11.50 |
| Weekday Tournaments/Events (M, W, Th) | \$0 - \$10 | \$12.75 |
| Weekend & Holiday Tournaments/Events | \$0 - \$10 | \$15.00 |

*No Fees Charged for Hobbs High School Golfers



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 15, 2023

SUBJECT: CONSIDER AWARDING RFP #543-23 FOR PROVIDING QUICK-SERVICE RESTAURANT, FOOD & BEVERAGE AND CATERING SERVICES AT ROCKWIND COMMUNITY LINKS GOLF COURSE TO KENNY KIM AND JOY FIELD

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: May 5, 2023
SUBMITTED BY: Doug McDaniel, Recreation Director; Shelia Baker, General Services Director

Summary:

RFP #543-23 for Providing Quick-Service Restaurant, Food & Beverage and Catering Services at Rockwind Community Links Golf Course was advertised on April 2, 2023. Responses were due on April 25, 2023 at 5:00PM. One proposal was received and was deemed to be responsive by the Finance Department.


Representatives from the following departments comprised the Evaluation Committee and scored the RFP: Administration, Communications, General Services, Parks and Open Spaces and Recreation. (110 points possible)

Kenny Kim and Joy Field Avg. Score 86

Kenny Kim and Joy Field have a combined total of 41 years in restaurant, food truck and catering operations. They have successfully managed locations in Hobbs, Lovington, Eunice and Ruidoso. If the RFP is awarded by the Commission, a Professional Services Agreement will be drafted and brought back before the Commission for approval, with operations at Rockwind beginning approximately July 1, 2023. The initial term of the Professional Services Agreement will be for one year, with three additional one year terms available.

Fiscal Impact:

The proposer has offered \$1,000 per month and 3% profit sharing for the initial year of operations. Total revenue to the City of Hobbs will be dependent on the total sales.

Reviewed By: 
Finance Department

Attachments: RFP Evaluation Score Sheet with average scores

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Staff recommends awarding RFP #543-23 to Kenny Kim and Joy Field (Professional Service Agreement to follow).

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. _____

RFP 543-23 Providing Quick Service Restaurant Operations at Rockwind Community Links

PHASE I Evaluation (110 points available)

| | | Baja Grill |
|---|-------------------|-------------------|
| Proposer Qualifications and Experience | 20 Points | 18 |
| Location(s) of current restaurant operations | 10 Points | 9 |
| Proposed restaurant, food/beverage and catering services | 25 Points | 21 |
| Financial Stability and Return to the City | 15 Points | 12 |
| Equipment and Furnishings | 15 Points | 13 |
| Yearly Operations Summary and Business Plan | 15 Points | 13 |
| NM Resident/Veteran Preference | 10 Points | 0 |
| TOTAL POINTS AVAILABLE FOR RFP 543-23 | 110 Points | 86 |

Staff Member Name (Printed) **MASTER**

Staff Member Signature _____

Date _____



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 15th, 2023

SUBJECT: RFP 540-23 W. Bender Blvd. Improvements Project
DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: 5-8-2023
SUBMITTED BY: Todd Randall, City Engineer

Summary:

The City of Hobbs issued Request for Proposal (RFP) 540-23 on November 13, 2022 by advertisement in the Hobbs News-Sun. RFP 540-23 seeks professional engineering and professional surveying services to conduct Right-of-Way surveying, topographic surveying, utility surveying, drainage analysis and storm drain design, engineering design, and construction plans for the W. Bender Blvd Improvements Project.

The City of Hobbs Finance Department received three (3) separate proposal responses by the proposal deadline of 5:00 p.m. December 13, 2022. The RFP 540-23 evaluation committee ranked each respondent individually and determined that Molzen-Corbin & Associates Inc. is the most qualified offeror.

Evaluation Committee Scores:

| | | |
|----------------------------------|---|-------------|
| Molzen-Corbin & Associates Inc. | - | <u>81.7</u> |
| Pettigrew & Associates, P.A. | - | <u>80.6</u> |
| Stantec Consulting Services Inc. | - | <u>77.6</u> |

Fiscal Impact:

Reviewed By: _____
Finance

Digitally signed by Toby Spears, CFE, CPA
DN: cn=Toby Spears, CFE, CPA, o=City of Hobbs, ou=Finance Director, email=tspears@hobbsnm.org, c=US
Date: 2023.05.08 14:16:56 -0600

Budget Line: 48-4048-44901-00178
Budgeted: \$1,751,911.84
Design Fee: \$377,092.83
NMGRT: \$25,218.08 (Hobbs @ 6.6875%)

Total: **\$402,310.91**

Attachments:

RFP 540-23 Score Sheet issued by the City of Hobbs Finance Department.
Professional Services Agreement including cost estimate.

Legal Review:

Approved As To Form: Efren A. Cortez
City Attorney

Digitally signed by Efren A. Cortez
DN: cn=Efren A. Cortez, o=City of Hobbs, ou=City Attorney's Office, email=ecortez@hobbsnm.org, c=US
Date: 2023.05.08 14:28:25 -0600

Recommendation:

Consideration and Approval of RFP 540-23 Contract Award to Molzen-Corbin & Associates Inc.

Approved For Submittal By:

Digitally signed by TODD RANDALL
DN: cn=US, E=toddrand@hobbsnm.org,
O=CITY OF HOBBS, OU=Engineering
Dept. CH TODD RANDALL
Reason: I am approving this document
Contact Info: 575-337-2137
Date: 2023.05.08 14:15:20-0600

Department Director

City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

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

RFP No. 540-23 TOTAL SCORE SHEET

W. BENDER BLVD IMPROVEMNTS PROJECT

| | MAX POINTS | PETTIGREW & ASSOCIATES | MOLZEN CORBIN | STANTEC |
|--|-------------------|-----------------------------------|----------------------|----------------|
| Specialized Design and Technical Competence* | 25 | 22.3 | 22.7 | 23.3 |
| Capacity and Capablity* | 25 | 22.0 | 23.0 | 19.3 |
| Past Record of Performance* | 20 | 17.0 | 18.3 | 17.0 |
| Proximity to or Familiarity* | 15 | 14.3 | 12.7 | 13.0 |
| Work to be Done in New Mexico* Amount of design work that will be produced by a New Mexico Business within the State OR New Mexico Business with Veterans' Preference. Note: Not allowed for federally funded projects. Assign Possible Points of 0 if federal funds are involved. | 10 | 0.0 | 0.0 | 0.0 |
| Current Volume of Work with the Contracting Agency Not 75% Complete* | 5 | 5.0 | 5.0 | 5.0 |
| <u>Totals</u> | 100 | 80.6 | 81.7 | 77.6 |



PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made the 15 day of May, 2023, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as "City") and Molzen-Corbin & Associates Inc., an independent contractor with a business address of 2701 Miles Road SE, Albuquerque NM 87106 (hereinafter referred to as "Contractor").

This Contract (hereinafter referred to as "Agreement") is a:

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

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

1. SCOPE OF SERVICES

Preliminary Engineering Design of W. Bender Blvd from West County Rd (NM 132) to Grimes St. to include, but not limited to, Surveying, Geotechnical Study, Traffic and Safety Study, Preliminary Drainage Report, Alignment Study, Environmental Analysis, and Design Analysis Report. Attached in Exhibit C is a breakdown of the tasks and estimated costs.

2. STATUS OF CONTRACTOR

Contractor acknowledges that its relationship with City is that of an "independent contractor." Therefore, Contractor shall not be considered an employee or agent of City, nor shall Contractor be eligible to accrue leave, retirement benefits, insurance benefits, use of City vehicles, or any other benefits provided to City employees. Contractor agrees not to purport to bind City of Hobbs unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. Contractor further acknowledges that no benefits pursuant to the Worker's Compensation Laws of the State of New Mexico are available to them for the services contemplated herein. Contractor shall be responsible for securing all licenses and registrations related to their business prior to commencing any work under this Agreement. Contractor shall be solely responsible for all taxes and related reporting requirements. City shall have no liability for the payment of taxes other than gross receipts taxes to be calculated in Contractor's invoices.

3. CONTRACT TERM AND TERMINATION

This Agreement shall be effective from date of execution (as noted on page 1 of this Agreement) and shall end upon completion of all services contemplated herein and final payment for said services, or one year from the date of execution, whichever occurs first. This Agreement may be renewed for up to three additional one-year terms upon written approval from both City and Contractor prior to the expiration of any one-year term. This Agreement may be terminated by either party, at any time with or without cause, upon a minimum of thirty (30) days' advanced written notice to the other party. Except as otherwise allowed or provided under this Agreement, City's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if City is the terminating party, or Contractor's sending of the notice of termination, if Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under, or breaches of, this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Furthermore, City reserves the right to immediately cancel this Agreement if Contractor violates any provision specifically outlined in Paragraph 10 of this Agreement.

4. PRICE

City shall pay Contractor a total of \$ 402,310.91 inclusive of New Mexico gross receipts taxes. Contractor shall be responsible for paying all costs associated with performance of duties, including but not limited to, mileage and "wear and tear" of vehicles, and costs of equipment necessary to perform services. Contractor shall submit a monthly invoice for services performed in any given month. Upon receipt of any invoice, City shall render payment for said invoice as soon as practical within fifteen (15) days. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. Contractor and City shall both be required to keep detailed records regarding the services rendered. In the event City disputes an invoice, Contractor shall provide City with records regarding all services rendered. Contractor shall remit all invoices to ATTN: Accounts Payable, 200 E. Broadway Street, Hobbs, NM 88240.

Parties agree that the aggregate amount contemplated by this Agreement, including all contemplated gross receipts taxes, shall not exceed \$ 402,310.91. All amounts contemplated herein shall include all necessary labor, equipment, materials and all other costs necessary to complete the project as specified herein. Approval and acceptance of Contractor's satisfactory completion of the project shall be a prerequisite to final payment. Nothing contained in this Agreement shall be construed by Contractor as guaranteeing Contractor any minimum amount of work. Contractor, upon final payment of all amounts due under this Agreement, releases City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. No guarantee of future contracts will be granted to any Contractor.

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

5. INSURANCE REQUIREMENTS

Contractor shall maintain insurance coverage through the duration of this Agreement. Contractor shall provide City with a certificate of insurance coverage for General Liability (GL) in a minimum amount of \$ 1,000,000 per occurrence, and naming City as an additional insured. The insurance required herein shall be primary and shall be attached hereto as "Exhibit A."

6. INDEMNITY AND HOLD HARMLESS

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

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

7. FACILITY AND EQUIPMENT—SAFETY

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

8. BACKGROUND CHECK

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

9. DRUG-FREE WORKPLACE

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

10. RULES, REGULATIONS, AND CARE

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

11. NOTICE

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to City, ATTN: Todd Randall, City Hall, 200 E. Broadway Street, Hobbs, NM 88240 and to Contractor at 2701 Miles Road SE, Albuquerque NM 87104 or to such other address as requested in writing by either party. Notice shall be deemed to be received on the fifth day following posting.

12. CONFLICT OF INTEREST AND GOVERNMENTAL CONDUCT ACT

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

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

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

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

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

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

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

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

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

13. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

Contacting City via telephone at (575) 397-9232; **and**
Contacting City via e-mail at trandall@hobbsnm.org.

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

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

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

The foregoing constitutes the entire Agreement between the parties. This Agreement may only be modified through a written amendment signed by both parties.

[Required Signatures on Next Page]

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

THE CITY OF HOBBS, NEW MEXICO

Department Head Approval:

Account No.: 48-4048-44901-00178

Finance Director:

Finance Director

City Attorney "as to form" Approval:

City Attorney

Contractor Approval:

_____ *K. W. E. J.*
Contractor Signature

City Manager Approval:

City Manager

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

City Clerk

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

Mayor

**Amendment No. 1 – Professional Service Agreement
with Molzen-Corbin & Associates, Inc.**

Delete Paragraph 6. – INDEMNITY AND HOLD HARMLESS and replace with the following:

6. INDEMNITY AND HOLD HARMLESS

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

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

Delete Paragraph 8. – BACKGROUND CHECK and replace with the following:

8. BACKGROUND CHECK

TKWE Contractor is subject to a background check prior to providing services. By signing this Agreement, the Contractor is certifying that they have reviewed criminal background histories of applicable employees, assistant and/or agent working for Contractor that will visit the project site or City facilities as it relates to this contract. Employees, assistants and/or agents who are minors (under 18 years old) shall be supervised by an adult in Contractor's employ at all times.

Payments to Engineer for Services and Reimbursable Expenses
Basic Services – Standard Hourly Rates (Maximum Not to Exceed Contract)

ARTICLE 1 – OWNER’S RESPONSIBILITIES

1.01 *Compensation For Basic Services – Standard Hourly Rates Method of Payment*

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit C, as follows:
 - 1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project and Engineer’s Consultants' charges, if any.
 - 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Engineer’s Consultants’ charges.
 - 3. Engineer’s Standard Hourly Rates are attached to this Exhibit D.
 - 4. The total compensation for services under Paragraph 1.01 is estimated in the Exhibit C per task.
 - 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also 1.03.C.2 below.
 - 6. The total estimated compensation for Engineer’s services included in the breakdown by tasks incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer’s Consultants' charges.
 - 7. The amounts billed for Engineer’s services Exhibit C will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class and Engineer’s Consultants' charges.

1.02 *Compensation For Reimbursable Expenses*

- A. Not applicable to this contract.

1.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer’s Consultants, those charges shall be the amounts billed by Engineer’s Consultants to Engineer with no additional charge.

B. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- C. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

| W. Bender Blvd Improvements | | | | | | | |
|--|--|----------------------|---------------------|---------------------|---------------------|---------------------|----------------------|
| City of Hobbs | | | | | | | |
| Fee Summary | | | | | | | |
| | | Molzen Corbin | High Mesa | Lee Engineering | Pathfinder | WSP | Total |
| I. Environmental Documentation | | | | | | | |
| 1 | Categorical Exclusion | \$ 1,000.00 | | | \$ 18,325.00 | | \$ 19,325.00 |
| 2 | Public Involvement | \$ 8,140.00 | | | \$ 3,500.00 | | \$ 11,640.00 |
| Subtotal Fees Environmental Documentation | | \$ 9,140.00 | \$ - | \$ - | \$ 21,825.00 | \$ - | \$ 30,965.00 |
| II. Pre-Design/Study/Coordination | | | | | | | |
| 1 | Project Management/Contract Management | \$ 12,240.00 | \$ 3,760.00 | \$ 1,949.62 | | | \$ 17,949.62 |
| 2 | Survey | \$ 740.00 | \$ 34,710.00 | | | | \$ 35,450.00 |
| 3 | SUE Level D/C | \$ 740.00 | \$ 25,630.00 | | | | \$ 26,370.00 |
| 4 | Geotechnical Report | \$ - | | | | \$ 36,000.00 | \$ 36,000.00 |
| 5 | Preliminary Drainage Report | \$ 46,480.00 | | | | | \$ 46,480.00 |
| 6 | Traffic Counts | \$ 700.00 | | \$ 12,325.64 | | | \$ 13,025.64 |
| 7 | Traffic Analysis | \$ 2,380.00 | | \$ 50,734.62 | | | \$ 53,114.62 |
| 8 | Design Analysis Report | \$ 78,060.00 | | | | | \$ 78,060.00 |
| 9 | Property Owner Meetings | \$ 10,520.00 | | | | | \$ 10,520.00 |
| 10 | Monthly Design Meetings (6) | \$ 7,340.00 | | \$ 6,508.72 | | | \$ 13,848.72 |
| 11 | City Council Presentations (1) | \$ 7,380.00 | | | | | \$ 7,380.00 |
| Subtotal Fees Pre-Design/Study/Coordination | | \$ 166,580.00 | \$ 64,100.00 | \$ 71,518.60 | \$ - | \$ 36,000.00 | \$ 338,198.60 |
| III. Other Direct Expenses | | | | | | | |
| Expenses | | \$ 2,821.80 | | \$ 997.43 | \$ 4,110.00 | | \$ 7,929.23 |
| Subtotal Other Direct Expenses | | \$ 2,821.80 | \$ - | \$ 997.43 | \$ 4,110.00 | \$ - | \$ 7,929.23 |
| Subtotal | | \$ 178,541.80 | \$ 64,100.00 | \$ 72,516.03 | \$ 25,935.00 | \$ 36,000.00 | \$ 377,092.83 |
| NMGRT | | | | | | | \$ 25,218.08 |
| Total | | | | | | | \$ 402,310.91 |

CIVIL MANHOUR ESTIMATE
W. Bender Blvd Improvements
City of Hobbs
Wyatt Kartchner

MOLZENCORBIN

| No. | Project Task | Principal Engineer | Senior Principal Engineer | Senior Engineer | Project Engineer | Professional Engineer | Engineering Intern II | Engineering Intern I | Senior Engineering Design Technician | Design Technician | ADMIN - Support | Grand Totals |
|------------|---|--------------------|---------------------------|--------------------|--------------------|-----------------------|-----------------------|----------------------|--------------------------------------|--------------------|-------------------|---------------------|
| I. | Environmental Documentation | | | | | | | | | | | |
| 1 | Categorical Exclusion | 2.00 | | | | | 4.00 | | | | | 6.00 |
| 2 | Public Involvement | 16.00 | | | | | 30.00 | | | | 4.00 | 50.00 |
| | Subtotal Hours Environmental Documentation | 18.00 | 0.00 | 0.00 | 0.00 | 0.00 | 34.00 | 0.00 | 0.00 | 0.00 | 4.00 | 56.00 |
| | Subtotal Fees Environmental Documentation | \$4,320.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,420.00 | \$0.00 | \$0.00 | \$0.00 | \$400.00 | \$9,140.00 |
| II. | Pre-Design/Study/Coordination | | | | | | | | | | | |
| 1 | Project Management/Contract Management | 40.00 | | 12.00 | | | | | | | | 52.00 |
| 2 | Survey | 2.00 | | | | | 2.00 | | | | | 4.00 |
| 3 | SUE Level D/C | 2.00 | | | | | 2.00 | | | | | 4.00 |
| 4 | Preliminary Drainage Report | 4.00 | | 12.00 | 80.00 | 40.00 | 60.00 | 120.00 | | 8.00 | 2.00 | 326.00 |
| 5 | Traffic Counts | 2.00 | | 1.00 | | | | | | | | 3.00 |
| 6 | Traffic Analysis | 3.00 | | 4.00 | | | 6.00 | | | | | 13.00 |
| 7 | Design Analysis Report | 24.00 | | 40.00 | 30.00 | 36.00 | 120.00 | 160.00 | | 160.00 | 6.00 | 576.00 |
| 8 | Property Owner Meetings | 24.00 | | | | | 30.00 | | | 6.00 | 2.00 | 62.00 |
| 9 | Monthly Design Meetings (6) | 14.00 | | | | | 24.00 | | | 6.00 | 2.00 | 46.00 |
| 10 | City Council Presentations (1) | 16.00 | | | | | 24.00 | | | 2.00 | 2.00 | 44.00 |
| | Subtotal Hours Pre-Design/Study/Coordination | 131.00 | 0.00 | 69.00 | 110.00 | 76.00 | 268.00 | 280.00 | 0.00 | 182.00 | 14.00 | 1,130.00 |
| | Subtotal Fees Pre-Design/Study/Coordination | \$31,440.00 | \$0.00 | \$15,180.00 | \$18,700.00 | \$11,400.00 | \$34,840.00 | \$33,600.00 | \$0.00 | \$20,020.00 | \$1,400.00 | \$166,580.00 |
| | Total Labor Hours | 149.00 | 0.00 | 69.00 | 110.00 | 76.00 | 302.00 | 280.00 | 0.00 | 182.00 | 18.00 | 1,186.00 |
| | Standard Billing Rate or Fee | \$240.00 | \$260.00 | \$220.00 | \$170.00 | \$150.00 | \$130.00 | \$120.00 | \$135.00 | \$110.00 | \$100.00 | |
| | Fee Dollars | \$35,760.00 | \$0.00 | \$15,180.00 | \$18,700.00 | \$11,400.00 | \$39,260.00 | \$33,600.00 | \$0.00 | \$20,020.00 | \$1,800.00 | \$175,720.00 |