

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

July 10, 2023



Hobbs City Commission

Regular Meeting

City Hall, City Commission Chamber

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

Monday, July 10, 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 June 20, 2023, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

None

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

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

2. Resolution No. 7359 – Authorizing the Removal of Accounts Receivable for Water, Garbage and Sewer Services Determined to be Uncollectable for the Period of July 1, 2018, through June 30, 2019, in the Amount of \$25,157.47 *(Tim Woomer, Utilities Director)*
3. Resolution No. 7360 – Approving an Infrastructure Extension Development Agreement with Fernando Salazar Concerning the Extension of Public Infrastructures in an Amount Not to Exceed \$25,000.00 *(Kevin Robinson, Planning Department)*
4. Resolution No. 7361 – Approving a Development Agreement with Corrales Construction, LLC, Concerning the Development of Market Rate Single-Family Housing in the Amount of \$25,000.00 *(Kevin Robinson, Planning Department)*

DISCUSSION

None

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

5. Resolution No. 7362 – Approving a Development Agreement with ALJO, LLC, Concerning the Development of Market Rate Single-Family Housing in the Amount of \$100,000.00 *(Kevin Robinson, Planning Department)*
6. Consideration of Approval of a Contract Renewal with Utility, Inc., for Body Camera Hardware and Management System for the Hobbs Police Department Utilizing New Mexico State Price Agreement No. 80-000-18-00048AG in the Amount of \$1,762,590.00 for a Five-Year Contract, Billed at a Rate of \$352,518.00 Annually *(August Fons, Police Chief)*
7. Resolution No. 7363 – Approving an Agreement Between the City of Hobbs and Life Skills Fore Youth of Southeastern New Mexico for the First Tee Program at Rockwind Community Links *(Doug McDaniel, Recreation Director)*

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

8. Next Meeting Date:

- City Commission Regular Meeting:
 - **Monday, July 24, 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: July 10, 2023

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: June 29, 2023
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular City Commission meeting held on June 20, 2023

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

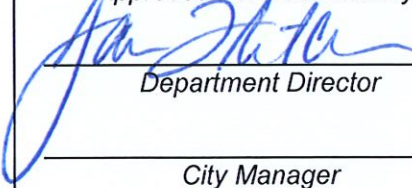
Legal Review:

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 Tuesday, June 20, 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 Assistant Deputy 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 Don Gerth
Commissioner Dwayne Penick

Also present:

Manny Gomez, City Manager
Efren Cortez, City Attorney
Valerie Chacon, Deputy City Attorney
Barry Young, Fire Chief
Kevin Shearer, Fire Battalion Chief
Toby Spears, Finance Director
Nicki Lawless, Library Director
Bobby Arther, Municipal Judge
Julie Nymeyer, Executive Assistant
Shelia Baker, General Services Director
Selena Estrada, Risk Management Director
Bryan Wagner, Parks and Open Spaces Director
Nicholas Goulet, Human Resources Director
Tracy South, Assistant Human Resources Director
Matt Hughes, Rockwind Golf Course Superintendent
Christa Belyeu, I.T. Director
Meghan Mooney, Communications Director
Rose Galavez, Assistant Deputy City Clerk
Mollie Maldonado, Deputy City Clerk
29 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved the minutes of the regular meeting of June 5, 2023, be approved as written. Commissioner Penick seconded the motion and the vote was recorded as follows: Penick yes, Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Mayor Cobb proclaimed the Month of July, 2023, as "*Parks and Recreation Month*". He presented the proclamation to Mr. Bryan Wagner, Parks and Open Spaces Director. Mr. Wagner reviewed highlights of the activities planned for the month of July.

Mr. Manny Gomez, City Manager, recognized the following Milestone Service Awards for the Month of June, 2023:

- 5 years – Bo Williams, Community Services Department
- 5 years – Justin Davis, Utilities Department
- 10 years – Eric Berdoza, Hobbs Police Department
- 10 years – Alvin Mattocks, Hobbs Police Department
- 10 years – Crystal Marin, Hobbs Police Department
- 15 years – Bryan Generotzky, Hobbs Police Department
- 15 years - Monica Garcia-Heidelberg, Hobbs Express

Mr. Gomez reviewed highlights about the work of each employee. He expressed gratitude to each and every employee for their hard work and also thanked the employees' families for their contributions to the organization.

Public Comments

Mr. Stanley Tillman addressed concerns regarding unfavorable activities at Zia Crossing Homes.

Mr. Marcus Sparenberg of the United Way of Lea County reviewed highlights of the TURFS Wheelchair Tournament being held at the CORE.

Mr. Byron Marshall addressed comments to the Commission regarding City funding for the Juneteenth event.

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.

Mayor Cobb stated with regard to Resolution No. 7350, Commissioner Calderón teaches young people at the Lea County Detention Center (LCDC) after school and during the summer months. He personally thanked Commissioner Calderón for all of his efforts and knows he is making progress with all the young people at the LCDC.

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

Resolution No. 7350 - Authorizing a Memorandum of Agreement Between the City of Hobbs and Lea County for Funding in the Amount of \$12,000.00 for Books at the Lea County Detention Center from the Discretionary Funds of City Commissioner Joseph Calderon, District 4

Resolution No. 7351 - Authorizing the City Manager's Litigation Authority for FY 23-24

Resolution No. 7352 - Authorizing a Memorandum of Understanding Between the City of Hobbs and the University of the Southwest for Use of the University's Kitchen to Prepare Meal Services for the City of Hobbs Senior Center in the Amount of \$1,000.00 Per Month

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

Commissioner Calderon left the meeting at 6:30 p.m. to attend the Hobbs Municipal School Board Meeting.

Discussion

City of Hobbs' Fireworks Ordinance and Establishment of Safe Zones

Captain Adam Marinovich, Fire Inspector, and his team informed the Commission and the public of the designated safe zones that will be open from July 2 – 4 from 8:00 p.m. to 11:00 p.m. He also displayed a map of the safe zone areas and pointed out several exits throughout the map. Captain Marinovich stated that the City of Hobbs and Lea County have joined efforts to keep everyone safe in the neighborhoods during the July 4th Holiday.

In response to Mayor Cobb's question, Captain Marinovich provided directions on how to get to the safe zone areas located at 5425 West Jack Gomez.

Mayor Cobb stated the Fire and Police Departments will be very active in all areas around town.

Fire Inspector Tony Alarcon informed the Commission a hotline will be available from June 30th through July 4th to report firework complaints. The hotline will be open from 8:00 p.m. to 1:00 a.m. The fireworks hotline phone numbers are: (575) 433-5004, (575) 433-5003, and (575) 433-5001. He stated last year, the hotline received 62% of the overall fireworks complaints.

Mr. Efren Cortez, City Attorney, requested Captain Marinovich to display samples of illegal fireworks. In response to Mr. Cortez' request, Captain Marinovich displayed bottle rockets and artillery shells.

Action Items

Resolution No. 7353 - Approving Budgetary Adjustment #6 for FY 22-23

Mr. Toby Spears, Finance Director, explained the resolution and stated the City of Hobbs received a one-time grant in the amount of \$18.8 million from Lea County. Of the \$18.8 million, \$625,000.00 would float to the general fund for multiple services and the remaining \$18.2 million will be placed into an inter-governmental fund and earmarked with certain projects, which are included in the exhibit with the resolution.

Mr. Spears provided detail on some of the projects such as \$10 million for micro-surfacing or paving rehabilitation, \$5 million for sewer line replacements and approximately \$3.2 million of a miscellaneous restrictive capital project to be named later. He further stated the overall budgetary adjustment makes a 1% reduction of the general fund reserve and part of that is related to moving a transfer of \$600,000.00 from the general fund into a Legislature HB6 funding grant.

Mr. Gomez stated he and Mayor Cobb had conducted a presentation to the Lea County Commission averaging a cost of \$1.8 million on paving or road rehabilitation each and every year. He explained the City will utilize the results of a recent paving rehabilitation assessment report. Mr. Gomez stated the excess of that cost is over \$100 million if the City were to reconstruct or chip seal some of those areas. He stated the City will be unable to spend \$10 million dollars on road rehabilitation, although there is a need for it, it is not a realistic goal for the fiscal year.

Mayor Cobb stated the funding from Lea County does not require the City to spend all of it during the next fiscal year as there is no expiration date on use of the funds. He stated as part of the presentation to the County, the City wanted to earmark what is the highest priority and best needs for the community.

Mayor Cobb stated with HB6 and the loss of revenue due to that particular legislation, the City has deferred some of the loss in revenue. He stated the City is very appreciative to Lea County for sharing some of the windfall they are receiving because

gross receipts are up in the County with all of the oil and gas activity, most of which is being done by Hobbs-based businesses.

There being no further discussion, Commissioner Penick moved that Resolution No. 7353 be adopted as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Penick yes, Smith yes, Mills yes, Fields yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7354 - Authorizing FY 23-24 Funding Appropriations for Social Service Agencies

Ms. Julie Nymeyer, Executive Assistant to the City Manager, presented the FY 23-24 Funding Appropriations for Social Service Agencies. She stated three new Social Services agencies applied for funding this year as follows: Habitat for Humanity, Sheri's House of Hope and Unity Recovery Solutions. A Committee met and reviewed all of the agencies' applications. She stated the Committee recommends funding all of the agencies, with the exception of Habitat for Humanity, as they already receive ample funding from other sources.

In response to Commissioner Penick's question regarding anti-donation laws, Mayor Cobb stated it would depend on the intent of the funding. He stated Habitat for Humanity received a substantial capital outlay amount from Representative Larry Scott. Mayor Cobb also stated with all of the capital they received from Representative Scott and several other revenue sources, the committee felt the \$10,500 requested by Habitat for Humanity could be allocated to other agencies.

In response to Commissioner Fields' request for a brief synopsis of the qualifications for an agency to receive social services funding, Ms. Nymeyer provided a list of the required criteria to qualify for funding.

Mayor Cobb stated the Social Services Committee looks at the overall budget and how much of it is used for staff salaries and how much is used for providing services to members of the community. If the Committee thinks the organization's overhead is too high based on the number of people served, this impacts the decision as to the level of recommended funding.

There being no further discussion, Commissioner Gerth moved that Resolution No. 7354 be adopted with the amounts as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Penick yes, Smith yes, Mills yes, Fields yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7355 - Authorizing FY 23-24 Funding Appropriations for the Economic Development Corporation of Lea County, Hobbs Chamber of Commerce and Hobbs Hispano Chamber of Commerce

Ms. Nymeyer stated the committee recommends funding for both of the Chambers of Commerce in the exact amount as last year, although their requests were slightly higher. She stated the Economic Development Corporation of Lea County (EDC) is recommended to receive an increase of \$40,000.00.

Mayor Cobb stated he would like to explain the increase. In 2007 when City Hall was rebuilt, the Commission at that time leased EDC a portion of the Second Floor to transact and conduct economic development business for the City of Hobbs and Lea County. He stated a lease was approved with the EDC in the amount of \$12,000.00 per year for 3,000 sq. ft. Under current State law and being fiduciaries of the public's money, the City cannot enter into leases which are below fair market value. Mayor Cobb stated the City informed the EDC they would have to increase the lease to fair market value cost to avoid an audit finding for the City.

Mayor Cobb stated the City is proposing to enter into an agreement with the EDC regarding the increase in funding and they, in turn, would pay the City an increase in rent.

Commissioner Smith commented when he was on the EDC Board, he recalls that roughly 25% of its revenue was from the City, 40-45% came from Lea County and the remainder was from private businesses. He further stated this is a great use of leveraging private dollars to accomplish economic development.

There being no further discussion, Commissioner Smith moved that Resolution No. 7355 be adopted as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Penick yes, Smith yes, Mills yes, Fields yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

PUBLICATION: Proposed Ordinance Authorizing a Lease Agreement with the Economic Development Corporation of Lea County (EDC) for the Office Suite Located on the Second Floor of the City Hall Annex at 200 East Broadway in Hobbs, New Mexico

Ms. Valerie Chacon, Deputy City Attorney, explained the proposed ordinance authorizing a lease agreement with the EDC for office space on the Second Floor of the City Hall Annex. She stated the lease is a 10-year agreement commencing July 1, 2023, and ending on June 30, 2033. In the terms of the lease agreement, there is a possible renewal period for a five-year term. The rent will be \$53,381 per year with rent being paid quarterly in the amount of \$13,345.25.

Commissioner Fields moved the Commission publish notice of intent to adopt the ordinance at a later date. Commissioner Smith seconded the motion and the vote was recorded as follows: Penick yes, Smith yes, Mills yes, Fields yes, Gerth yes, Cobb yes. The motion carried. Copies of the proposed ordinance and supporting documentation are attached and made a part of these minutes.

Resolution No. 7356 - Approving an Agreement Between the City of Hobbs and the Hobbs Municipal Schools Regarding the Use of Rockwind Community Links Golf Course for the Hobbs Municipal Schools' Golf Team

Mr. Ben Kirkes, Golf Professional and General Manager for the Rockwind Community Links, explained the proposed agreement between the City and Hobbs Municipal Schools for use of the golf course by the golf team. He reviewed the amended fees which have not been revised since 2015 but have been updated to include the new fees approved by the Commission.

There being no discussion, Commissioner Penick moved that Resolution No. 7356 be approved as presented. Commissioner Fields seconded the motion and the vote was recorded as follows: Penick yes, Smith yes, Mills yes, Fields yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7357 - Approving an Agreement Between the City of Hobbs and the New Mexico Junior College Regarding the Use of Rockwind Community Links Golf Course for the New Mexico Junior College Men's and Women's Golf Teams

Mr. Kirkes presented the proposed agreement between the City and the New Mexico Junior College (NMJC). He reviewed the terms of the agreement with the new provisions. Mr. Kirkes stated NMJC golfers outside of their season, and for practice purposes, can play the Championship course and the Par 3 course during the school year for free. NMJC golfers will not pay for range balls during the school year. He further stated outside the school year, NMJC golfers will pay for range balls.

There being no discussion, Commissioner Smith moved that Resolution No. 7357 approved as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Penick yes, Smith yes, Mills yes, Fields yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7358 - Approving an Agreement Between the City of Hobbs and the University of the Southwest Regarding the Use of Rockwind Community Links Golf Course for the University of the Southwest Men's and Women's Golf Teams

Mr. Kirkes presented the proposed agreement between the City and the University of the Southwest (USW) Men's and Women's Golf Teams. He stated the revisions on the agreement are almost identical to the revisions on the agreement with the NMJC. He reviewed the new provisions of the agreement.

Commissioner Smith stated he would abstain from voting on this item because his wife is employed with USW.

There being no further comments, Commissioner Gerth moved that Resolution No. 7358 approved as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Smith abstain, Penick yes, Mills yes, Fields yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration of Approval of a Professional Services Agreement with Kenny Kim and Joy Field d/b/a KimJoy Group, LLC, for Management and Operation of the Restaurant and Catering Service at Rockwind Community Links Golf Course

Ms. Chacon explained the proposed Professional Services Agreement with Mr. Kenny Kim and Ms. Joy Field d/b/a KimJoy Group, LLC, for management and operation of the restaurant and catering service at Rockwind Community Links Golf Course. She stated on May 15, 2023, Kenny Kim and Joy Field were selected as the best qualified offeror for the management and operation of the restaurant and catering service at the Rockwind Community Links. The terms of the agreement will commence on July 1, 2023, with a one-year agreement and a renewal up to three additional one-year terms. If an issue should arise, KimJoy Group, LLC, will have three days to cure the issue. Contractor will pay \$1,000.00 per month plus 3% of gross sales to the City. If the Agreement is approved, it will be sent to the New Mexico Regulation and Licensing Department as part of the application to show Mr. Kenny Kim and Ms. Joy Field as the new lessee of the liquor license.

In response to Commissioner Gerth's question regarding the start date, Mayor Cobb stated he and the Legal Department have had several conversations with them regarding changes to the interior of the kitchen area. He would like the public to know that during this transition, there may be some limited services for a short period of time; however, he feels the end product will be very pleasing.

Mr. Gomez stated staff is charged in evaluating the contractor's performance. If approved, he would be meeting with KimJoy Group, LLC, to identify a rating scale criterion that focuses on the quick service concept and the responsiveness. Mr. Gomez stated he feels it is important to provide a great environment at the Rockwind Grill. He also gave a special thanks to Pacific Rim for their many years of service at Rockwind.

Commissioner Smith questioned how it was determined the monthly payment would be \$1,000.00 plus 3% of gross sales. Mr. Cortez stated it was based upon the

responses received with regard to the RFP. The Evaluation Committee reviewed the responses and recommended the most beneficial responsive proposal to the Commission.

There being no further discussion, Commissioner Fields moved to approve the Professional Services Agreement with Kenny Kim and Joy Field d/b/a KimJoy Group, LLC. Commissioner Penick seconded the motion and the vote was recorded as follows: Penick yes, Smith yes, Mills yes, Fields yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation and agreement are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Mr. Gomez invited the public to join Coffee with Cops at Highland Baptist Church from 7:30 – 9:00 a.m. on Wednesday, June 28, 2023. He also reminded the community about the 3-on-3 wheelchair tournament being held at the CORE on Saturday at 8:30 a.m. He stated Mayor Cobb would be welcoming the contestants and attendees. This event supports the CORE Adaptive Program and the funds that are being raised will go toward the program. He thanked the Maddox Foundation, United Way and TURFS along with the City of Hobbs for their sponsorship of the event.

Mr. Gomez announced that Police and Community Together (PACT) Event is back for the summer. He stated PACT will be held on June 29th at the Washington Park Splashpad; on July 27th at the Taylor Elementary Splashpad; and on August 31st at the Mills Elementary Splashpad.

Commissioner Gerth commented on the condition of City streets. He voiced concern that the sealed cracks are too high and should be shaved down.

Commissioner Fields congratulated all of the milestone employees. He expressed appreciation to each employee for all of their accomplishments and their years of service.

Commissioner Penick publicly thanked the Parks and Recreation Departments for how phenomenal the parks look. He thanked Captain Marina Barrientes of the Hobbs Police Department, Code Enforcement, for handling issues quickly each time he calls. Commissioner Penick also thanked Mr. Bo Williams, Electrical Inspector, for going out of his way to get things done.

Commissioner Smith stated the Jack Maddox Distinguished Lecture Series with Amy Van Dyken, a six-time gold medalist, will be held this coming Friday. He stated the event is free and tickets are still available.

There being no further business or comments, Commissioner Gerth moved that the meeting adjourn. Commissioner Smith seconded the motion and the vote was recorded as follows: Penick yes, Smith yes, Mills yes, Fields yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:30 p.m.

JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 10, 2023

SUBJECT: Resolution to Remove Uncollectable Utility Accounts

DEPT. OF ORIGIN: Utilities Department
DATE SUBMITTED: June 29, 2023
SUBMITTED BY: Tim Woomer, Utilities Director

Summary:

Accounts receivable for the period of June 2018 through June 2019 resulting from water, garbage and sewer services totaling \$25,157.47 are deemed uncollectable based on efforts made to collect on the account and locate the debtor. In accordance with 3-37-7, NMSA 1978 account with balances resulting from activity four years or older are to be removed from the list of accounts receivable to the City of Hobbs.

Fiscal Impact:

Reviewed By: _____
Finance Department

There would be no fiscal impact on a cash basis of accounting.

Attachments:

Resolution. Uncollectable accounts.

Legal Review:

Approved As To Form: *Valerie Chon*
City Attorney

Recommendation:

Approve the resolution to remove the uncollectable accounts from the list of accounts receivable.

Approved For Submittal By:
Tim Woomer
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. 7359

A RESOLUTION AUTHORIZING THE REMOVAL OF
ACCOUNTS RECEIVABLE FOR WATER, GARBAGE AND SEWER SERVICES
THAT HAVE BEEN DETERMINED TO BE UNCOLLECTABLE
FOR THE PERIOD OF JULY 1, 2018 THROUGH JUNE 30, 2019

WHEREAS, the City of Hobbs Water Department has determined that certain accounts have been deemed uncollectable based on efforts to collect on accounts and to locate the debtor; and

WHEREAS, according to NMSA 1978, §3-37-7, that accounts with balances resulting from activity that is four years old or older be removed from the list of accounts receivable; and

WHEREAS, for the period of July 1, 2018, through June 30, 2019, the amount of uncollectable accounts total \$25,157.47.

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 approve the removal of uncollectable accounts for water, garbage and sewer in the amount of \$18,819.90.

PASSED, ADOPTED AND APPROVED this 10th day of July 2023.

JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk

Utility Billing

Collections Proof List

User: klewis
 Printed: 06/28/2023 - 1:33PM
 Sort By: Account Number
 Batch: 02023.06.2023 - Write Offs



Account No	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
Customer Name							
005279-002	01-02-1390		-10.75	-29.20	-42.19	0.00	0.00
EDNA CALDERON			0.00	0.00	0.00	0.00	0.00
005915-000	01-05-4295-02		-2.73	-3.61	-25.27	0.00	0.00
JAMES CROSBY			0.00	0.00	0.00	0.00	0.00
006423-000	42-03-2380-11		-17.70	-16.56	-68.41	0.00	0.00
MICAELA PIEDRA			0.00	0.00	0.00	0.00	0.00
008868-000	05-01-0105-11		-23.59	-34.31	-91.94	0.00	-15.00
DESERT GUNS			0.00	0.00	0.00	0.00	0.00
009052-003	12-05-4860-10		-4.10	-27.18	-35.23	0.00	0.00
LORENZA MENDOZA			0.00	0.00	0.00	0.00	0.00
009127-000	05-03-1847-01		-29.21	-51.41	-95.86	0.00	-15.00
JOHNETTA OATES			0.00	0.00	0.00	0.00	0.00
009860-000	06-03-1165-04		-6.14	-104.12	-43.60	0.00	0.00
BOBBY FOWLER			0.00	0.00	0.00	0.00	0.00
009937-000	06-03-1460		0.00	-5.86	-24.58	0.00	0.00
J GRISHAM			0.00	0.00	0.00	0.00	0.00
010346-000	06-05-3484		-352.76	-84.42	-49.16	0.00	0.00
GLENN BURNAM			0.00	0.00	0.00	0.00	0.00
010898-002	07-05-4540-04		0.00	0.00	-0.43	0.00	0.00
BOBBY GARZA			0.00	0.00	0.00	0.00	0.00
011506-001	07-03-3278		-33.88	-74.29	-24.58	0.00	0.00
BRYCE MARCHINGTON			0.00	0.00	0.00	0.00	0.00
012010-000	08-01-0450		-23.22	-161.26	-83.57	0.00	-25.00
PHILIP CARTER			0.00	0.00	0.00	0.00	0.00
012195-000	08-02-1520		-34.24	-31.55	-61.45	0.00	-45.00
LOYD FAGAN			0.00	0.00	0.00	0.00	0.00
012379-000	08-03-2765		-24.27	-220.95	-73.74	0.00	-25.00
LONNIE IDLEBIRD			0.00	0.00	0.00	0.00	0.00
013181-000	09-03-1885-13		-22.77	-30.10	-81.93	0.00	-25.00
TERESA CASTELLANOS			0.00	0.00	0.00	0.00	0.00
013956-002	10-04-2015		-8.43	-12.33	-36.73	0.00	0.00
EUGENE CHAVARRIA			0.00	0.00	0.00	0.00	0.00

Account No	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
016024-000	12-04-3745-05		-22.09	-29.20	-79.48	0.00	-25.00
MARC JOHNSON			0.00	0.00	0.00	0.00	0.00
016062-002	14-03-2481		-142.71	-98.43	-42.60	0.00	0.00
TELISA HECKARD			0.00	0.00	0.00	0.00	0.00
016063-004	12-03-2675		-27.75	-138.44	-57.45	0.00	0.00
MALINDA HECKARD			0.00	0.00	0.00	0.00	0.00
016376-002	19-04-3010		-11.78	-29.18	-18.84	0.00	0.00
CHRIS FRENCH			0.00	0.00	0.00	0.00	0.00
016738-000	13-01-0020		-26.54	-45.02	-1,391.64	0.00	0.00
PAYLESS SHOE SOURCE SITE 00130			0.00	0.00	0.00	0.00	0.00
017758-001	16-04-4491		-5.39	0.00	0.00	0.00	0.00
KRYSTAL WHITT			0.00	0.00	0.00	0.00	0.00
018015-000	14-02-1550-16		-24.13	-31.91	-86.85	0.00	-25.00
LENA WELLS			0.00	0.00	0.00	0.00	0.00
018966-000	15-01-0250		-135.66	-27.09	-73.74	0.00	-25.00
PATRICIA PATTERSON			0.00	0.00	0.00	0.00	0.00
019390-002	15-05-4105		0.00	-20.56	-18.02	0.00	0.00
STEVEN BOATENHAMER			0.00	0.00	0.00	0.00	0.00
019494-000	15-04-2685		-3.05	-9.33	-25.40	0.00	0.00
EVA KILMAN			0.00	0.00	0.00	0.00	0.00
019917-000	15-06-4530		-43.91	-64.09	-83.57	0.00	-25.00
CHRISTOPHER JIMENEZ			0.00	0.00	0.00	0.00	0.00
020023-001	07-03-3660		0.00	-12.33	-14.90	0.00	0.00
PATRICK DAVISON			0.00	0.00	0.00	0.00	0.00
020767-000	16-03-3610-06		-117.46	-19.87	-54.07	0.00	0.00
JOE VAUGHN			0.00	0.00	0.00	0.00	0.00
020779-001	16-05-5709-09		-17.55	-21.90	-37.69	0.00	0.00
PETER GRANDE			0.00	0.00	0.00	0.00	0.00
020853-003	17-05-4495		-113.99	-16.88	-23.76	0.00	0.00
PHILLIP MINCHEW			0.00	0.00	0.00	0.00	0.00
020895-000	16-04-4020-00		-1.37	-8.66	-29.49	0.00	0.00
G MC KIDDY			0.00	0.00	0.00	0.00	0.00
021160-000	16-05-5065-08		-6.49	-4.52	-27.88	0.00	0.00
BRYAN MOON			0.00	0.00	0.00	0.00	0.00
023436-001	17-03-1188		-5.42	-8.13	-29.98	0.00	0.00
NORA FLORES			0.00	0.00	0.00	0.00	0.00
023633-003	16-04-4357		-5.01	-12.93	-42.60	0.00	0.00
JAMES M SCOTT			0.00	0.00	0.00	0.00	0.00
023955-004	07-02-2400		-11.78	-20.61	-40.53	0.00	0.00
LISA MUNOZ			0.00	0.00	0.00	0.00	0.00

Account No Customer Name	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
024023-000	01-03-2355-13		0.00	0.00	-2.23	0.00	0.00
GENEVA BRAINARD			0.00	0.00	0.00	0.00	0.00
024080-003	14-01-0655		-22.09	-12.34	-44.03	0.00	0.00
CHAD BISHOP			0.00	0.00	0.00	0.00	0.00
024314-001	16-07-0269		-22.79	-29.49	0.00	0.00	0.00
MARJORIE WALKER			0.00	0.00	0.00	0.00	0.00
024593-001	10-06-3765		-1.60	-7.68	-30.32	0.00	0.00
MARY LEWIS			0.00	0.00	0.00	0.00	0.00
024705-001	12-05-5195		-31.32	-110.82	-63.91	0.00	0.00
PAUL QUINTANA			0.00	0.00	0.00	0.00	0.00
025223-002	09-04-2540		-0.91	-1.21	-3.28	0.00	0.00
YOLANDA JORDAN			0.00	0.00	0.00	0.00	0.00
025306-006	16-05-5510		-25.68	-52.02	-37.69	0.00	0.00
ASHLEY HOOD			0.00	0.00	0.00	0.00	0.00
025660-001	45-02-1375		-74.57	-67.41	-86.03	0.00	0.00
LARRY WILKINS			0.00	0.00	0.00	0.00	0.00
027090-038	12-03-1930		-8.20	-10.84	-17.01	0.00	0.00
RONALD TEPPER			0.00	0.00	0.00	0.00	0.00
028498-003	06-03-1665		-27.56	-30.23	-49.16	0.00	0.00
OFELIA GONZALEZ			0.00	0.00	0.00	0.00	0.00
028873-002	08-01-0775		-23.22	-37.77	-83.57	0.00	0.00
MICHAEL TERRELL			0.00	0.00	0.00	0.00	0.00
029034-000	09-04-2405		-24.13	-31.91	-86.85	0.00	0.00
EMERY STOKES JR.			0.00	0.00	0.00	0.00	0.00
029403-002	07-02-2921		-3.64	-14.50	-37.69	0.00	0.00
VYLINDA GRIFFIN			0.00	0.00	0.00	0.00	0.00
029586-001	17-03-1184		0.00	-8.65	-14.42	0.00	0.00
ASHLEY SOSA			0.00	0.00	0.00	0.00	0.00
029948-001	11-01-0480		0.00	0.00	-3.03	0.00	0.00
ANGELICA ARECHIGA			0.00	0.00	0.00	0.00	0.00
030259-000	14-05-4280		-3.47	-4.07	-10.40	0.00	0.00
MARGARITA JIMENEZ			0.00	0.00	0.00	0.00	0.00
031196-006	04-01-0862		-48.91	-67.96	-22.30	0.00	0.00
FLOR ORTEGA			0.00	0.00	0.00	0.00	0.00
031212-000	09-04-2150		-28.50	-63.76	-88.49	0.00	0.00
JOANN MORGAN			0.00	0.00	0.00	0.00	0.00
031643-001	15-01-0255		-227.60	-18.09	-40.10	0.00	0.00
SHAWNA CARTER			0.00	0.00	0.00	0.00	0.00
032444-000	08-03-2830		-25.77	-184.58	-99.95	0.00	0.00
MANUEL HERNANDEZ			0.00	0.00	0.00	0.00	0.00

Account No Customer Name	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
032769-001	07-02-2605		0.00	0.00	-7.76	0.00	0.00
ELIZABETH JARAMILLO			0.00	0.00	0.00	0.00	0.00
033028-000	08-02-1500		-22.31	-29.49	-80.30	0.00	0.00
DANA BANKS			0.00	0.00	0.00	0.00	0.00
033380-001	15-05-3040		-1.60	-2.11	-23.36	0.00	0.00
STEPHENIE BIDGOOD			0.00	0.00	0.00	0.00	0.00
033407-002	01-03-2030		0.00	0.00	-11.32	0.00	0.00
JOSE ALVARADO			0.00	0.00	0.00	0.00	0.00
034382-001	03-05-3030		-26.64	-57.05	-90.95	0.00	0.00
JOSE REYES			0.00	0.00	0.00	0.00	0.00
034704-004	39-04-4305		-2.96	-3.92	-25.62	0.00	0.00
KARRIE TORREZ			0.00	0.00	0.00	0.00	0.00
034873-000	07-03-3505		-59.74	-62.16	-65.69	0.00	0.00
BYRON PHILLIPS			0.00	0.00	0.00	0.00	0.00
034999-001	17-02-0353		-1.13	-1.50	-15.42	0.00	0.00
ARMANDO MENDOZA			0.00	0.00	0.00	0.00	0.00
035166-002	16-05-5615		-14.02	-17.18	-11.69	0.00	0.00
MARCELLE SCHROEDER			0.00	0.00	0.00	0.00	0.00
036268-000	12-04-4295		0.00	-37.30	-18.84	0.00	0.00
LEONEL QUINTANA			0.00	0.00	0.00	0.00	0.00
036356-000	13-04-2430		-6.44	-11.18	-16.39	0.00	0.00
LEAANN LUCE			0.00	0.00	0.00	0.00	0.00
036412-001	11-01-0165		-17.60	-61.99	-28.68	0.00	0.00
SHANNON SIMPKINS			0.00	0.00	0.00	0.00	0.00
036563-000	15-01-0090		-16.84	-49.34	-72.10	0.00	0.00
ESMERALDA ACOSTA			0.00	0.00	0.00	0.00	0.00
036620-004	14-04-3650-08		-2.28	-3.01	-19.51	0.00	0.00
SUZANNE COLVIN			0.00	0.00	0.00	0.00	0.00
036670-000	14-03-2735		-23.50	-49.87	-81.11	0.00	0.00
JORGE LOPEZ			0.00	0.00	0.00	0.00	0.00
037464-001	02-02-1055		-7.89	-15.51	-81.39	0.00	0.00
CRYSTAL PEREZ			0.00	0.00	0.00	0.00	0.00
038082-000	17-07-5078		0.00	0.00	-90.99	0.00	0.00
TCA HOTEL MANAGEMENT 2, LLC			0.00	0.00	0.00	0.00	0.00
038249-001	11-01-0620		0.00	-8.03	-26.59	0.00	0.00
LUIS PEREZ			0.00	0.00	0.00	0.00	0.00
038636-001	14-05-4665-00		-4.10	-5.42	-18.31	0.00	0.00
CHACE GRIFFIN			0.00	0.00	0.00	0.00	0.00
038656-000	10-04-1815		-17.15	-42.98	-81.93	0.00	0.00
OLGA ALVAREZ			0.00	0.00	0.00	0.00	0.00

Account No Customer Name	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
038804-000	07-03-3445		-67.45	-37.21	-52.44	0.00	0.00
CELIA FRAZIER			0.00	0.00	0.00	0.00	0.00
039228-000	12-06-5758		-11.45	-17.40	-28.32	0.00	0.00
CARLA REYES			0.00	0.00	0.00	0.00	0.00
039476-003	14-02-1790		-3.64	-6.81	-34.79	0.00	0.00
KRISTOPHER LAND			0.00	0.00	0.00	0.00	0.00
039522-000	11-02-1450		-31.15	-81.03	-73.74	0.00	0.00
JODY TELLEZ			0.00	0.00	0.00	0.00	0.00
039578-000	07-02-2641		-30.79	-82.40	-75.37	0.00	0.00
BRANDON JACKSON			0.00	0.00	0.00	0.00	0.00
039713-000	17-04-3333		0.00	0.00	-89.30	0.00	0.00
JOANNA JOHNSON			0.00	0.00	0.00	0.00	0.00
040160-000	05-04-3325		-5.69	-8.40	-26.67	0.00	0.00
ANABEL SANCHEZ			0.00	0.00	0.00	0.00	0.00
040773-000	39-04-3420		-6.36	-10.03	-36.44	0.00	0.00
JEREMY KIRK			0.00	0.00	0.00	0.00	0.00
041055-000	31-03-1565		-178.84	-693.13	-807.85	0.00	0.00
DESERT SPRINGS HEALTH FACILITIES, LP			0.00	0.00	0.00	0.00	0.00
041055-002	31-03-1565		-722.96	0.00	0.00	0.00	0.00
DESERT SPRINGS HEALTH FACILITIES, LP			0.00	0.00	0.00	0.00	0.00
041059-000	39-04-3465		-15.71	-34.24	-77.94	0.00	0.00
ZACHARY BARTLETT			0.00	0.00	0.00	0.00	0.00
041289-002	12-05-5065		-26.76	-32.57	-44.08	0.00	0.00
SIERRA RIVERA			0.00	0.00	0.00	0.00	0.00
041893-001	07-02-2095		-36.92	-107.12	-31.14	0.00	0.00
CRISTOVAL VALERIANO			0.00	0.00	0.00	0.00	0.00
041938-000	39-04-3735		-19.22	-42.33	-102.28	0.00	0.00
CHRISTOPHER MCVICKER			0.00	0.00	0.00	0.00	0.00
042563-000	16-05-5910		-2.79	-9.39	-9.57	0.00	0.00
VANN REEVES			0.00	0.00	0.00	0.00	0.00
042610-000	03-04-2145-04		-24.30	-154.81	-86.84	0.00	0.00
CHARLENE PHILBERT			0.00	0.00	0.00	0.00	0.00
042632-000	04-08-6130		-6.68	-15.41	-39.33	0.00	0.00
JAIME SANTIAGO			0.00	0.00	0.00	0.00	0.00
042705-000	17-04-3007		0.00	0.00	-263.94	0.00	0.00
ECLIPS LLC			0.00	0.00	0.00	0.00	0.00
042813-000	16-03-3425		-0.66	-1.14	0.00	0.00	0.00
BIGHORN AQUA SOLUTIONS, LLC			0.00	0.00	0.00	0.00	0.00
042950-000	15-07-0605		-22.12	-5.28	-9.82	0.00	0.00
BRENDA BARSEN			0.00	0.00	0.00	0.00	0.00

Account No Customer Name	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
042986-000	07-03-4024		-1.13	-1.66	-16.39	0.00	0.00
NICHOLAS ALLGOOD			0.00	0.00	0.00	0.00	0.00
043013-000	19-04-3180		0.00	-3.48	-22.94	0.00	0.00
AMY STUARD			0.00	0.00	0.00	0.00	0.00
043206-000	17-08-0325		-21.67	-28.65	0.00	0.00	-50.00
MARK STONE			0.00	0.00	0.00	0.00	0.00
043212-001	44-03-1655		-4.80	-8.85	-74.60	0.00	0.00
J & S PAINT & BODY SHOP			0.00	0.00	0.00	0.00	0.00
043265-000	06-05-3085		-29.82	-58.24	-24.58	0.00	0.00
KONTASHA WISE			0.00	0.00	0.00	0.00	0.00
043343-000	07-02-2613		-2.73	-5.76	-28.85	0.00	0.00
CAITLIN HURST			0.00	0.00	0.00	0.00	0.00
043361-001	01-03-2473-06		-20.27	-16.94	-9.83	0.00	0.00
LUZ CALDERON-CORRAL			0.00	0.00	0.00	0.00	0.00
043374-000	16-02-2960		-24.21	-107.17	-86.85	0.00	0.00
BALDEMAR JR ARMENDARIZ			0.00	0.00	0.00	0.00	0.00
043387-000	17-08-0316		-41.07	-10.53	0.00	0.00	0.00
VERNON PHILLIPS			0.00	0.00	0.00	0.00	0.00
043418-000	08-02-1120		0.00	0.00	-6.34	0.00	0.00
KARINA BONILLA			0.00	0.00	0.00	0.00	0.00
043463-000	07-01-0375		-38.78	0.00	-22.93	0.00	0.00
AUTUM CABALLERO			0.00	0.00	0.00	0.00	0.00
043544-000	12-03-2100		-9.30	-14.18	-23.95	0.00	0.00
WALTER VILLAVICENCIO			0.00	0.00	0.00	0.00	0.00
043599-001	15-01-0960		-12.05	-65.17	0.00	0.00	0.00
AALIYAH RIOS			0.00	0.00	0.00	0.00	0.00
043651-000	15-07-0025		-1.37	-1.81	-27.15	0.00	0.00
KRISTIAN REYNOLDS			0.00	0.00	0.00	0.00	0.00
043684-000	03-01-0540-00		-17.07	-22.58	-71.89	0.00	0.00
MARIA RUIZ			0.00	0.00	0.00	0.00	0.00
043725-000	13-05-4275		-9.45	-16.18	-26.91	0.00	0.00
TAMMIE OHAVER			0.00	0.00	0.00	0.00	0.00
043727-001	07-01-0370		0.00	0.00	-17.81	0.00	0.00
MONIQUE RODRIGUEZ			0.00	0.00	0.00	0.00	0.00
043743-000	07-04-4440		-8.43	-11.14	-30.32	-75.11	0.00
ORALIA CASTANEDA			0.00	0.00	0.00	0.00	0.00
043835-000	09-01-0145		-2.73	-5.70	-34.41	0.00	0.00
THOMAS HYDE			0.00	0.00	0.00	0.00	0.00
043905-000	07-04-4402		-9.41	-29.09	-49.16	0.00	0.00
KEITH RAYBURN			0.00	0.00	0.00	0.00	0.00

Account No Customer Name	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
043967-000	17-03-1216		0.00	0.00	-3.92	0.00	0.00
FERNANDO ZAVALA			0.00	0.00	0.00	0.00	0.00
043983-000	04-03-1635		-48.26	-136.27	-63.91	0.00	0.00
LUKE GONZALEZ			0.00	0.00	0.00	0.00	0.00
044024-000	11-03-1980		0.00	-40.61	-20.48	0.00	0.00
NADEEM SHEIKH			0.00	0.00	0.00	0.00	0.00
044059-000	17-06-4646-26		-107.97	-186.95	-77.02	0.00	0.00
ALICIA MUNOZ-ESCARCEGA			0.00	0.00	0.00	0.00	0.00
044104-000	16-01-0895		0.00	-0.36	-29.79	0.00	0.00
TRAVIS KUNDE			0.00	0.00	0.00	0.00	0.00
044155-000	11-03-2015		-21.03	-75.64	-39.33	0.00	0.00
TIFFANY CAROLINA			0.00	0.00	0.00	0.00	0.00
044317-000	17-03-1172		-23.98	-42.84	-80.85	0.00	0.00
CARI CHAVEZ			0.00	0.00	0.00	0.00	0.00
044321-000	07-02-1820		-112.45	-83.69	-24.58	0.00	0.00
SAVANAH ENDSLEY			0.00	0.00	0.00	0.00	0.00
044444-000	14-02-0905		-8.65	-11.43	-37.76	0.00	0.00
ALEJANDRO COLLAZO			0.00	0.00	0.00	0.00	0.00
044597-000	13-03-2127		-77.75	-159.55	-70.46	0.00	0.00
ARMANDO ARAMBULA-SAENZ			0.00	0.00	0.00	0.00	0.00
044696-000	17-06-4650		-0.91	-1.21	-15.95	0.00	0.00
JOHN BLUE			0.00	0.00	0.00	0.00	0.00
044720-000	16-01-1290		-14.30	-63.89	-47.52	0.00	0.00
JORDAN BOOTH			0.00	0.00	0.00	0.00	0.00
044735-000	07-02-2150		0.00	0.00	-4.65	0.00	0.00
BRENYAE MITCHELL			0.00	0.00	0.00	0.00	0.00
044784-000	07-02-2914		-32.64	-98.76	-47.52	0.00	0.00
TONYA CRONE			0.00	0.00	0.00	0.00	0.00
044826-000	06-02-0670		-92.46	-182.31	-73.74	0.00	0.00
CHERAMY PERRY			0.00	0.00	0.00	0.00	0.00
044843-000	16-01-1343		0.00	-19.39	-22.94	0.00	0.00
KATRINA MARQUEZ			0.00	0.00	0.00	0.00	0.00
044941-000	08-03-3240		-55.39	-107.52	-57.35	0.00	0.00
HEATHER THOMPSON			0.00	0.00	0.00	0.00	0.00
044945-000	52-03-2520		-55.70	-62.66	-71.89	0.00	0.00
ALLISON HERRERA			0.00	0.00	0.00	0.00	0.00
045123-000	15-07-0090		-9.13	-12.68	-53.58	0.00	0.00
JOHN SOTO			0.00	0.00	0.00	0.00	0.00
045178-000	01-03-2415		-0.91	-1.21	-14.60	0.00	0.00
KOREY WHITT			0.00	0.00	0.00	0.00	0.00

Account No	Reference No	Tax Lot	WTR DEP	SWR	GBG	MIS	PEN
045228-000	31-03-1565		-436.55	-565.80	-1,626.16	0.00	0.00
NEW MEXICO CARE HOLDINGS, LLC			0.00	0.00	0.00	0.00	0.00
045228-002	31-03-1565		-1,082.67	0.00	0.00	0.00	0.00
NEW MEXICO CARE HOLDINGS, LLC			0.00	0.00	0.00	0.00	0.00
045248-000	17-07-5325		-473.46	-786.08	-1,763.72	0.00	0.00
HOBBS CARE HOLDINGS LLC			0.00	0.00	0.00	0.00	0.00
			-6,262.02	-7,102.28	-11,418.06	-75.11	-300.00
			0.00	0.00	0.00	0.00	0.00
					Batch Total:		-25,157.47



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 10, 2023

SUBJECT: CONSIDERATION TO APPROVE AN INFRASTRUCTURE EXTENSION DEVELOPMENT AGREEMENT WITH FERNANDO SALAZAR CONCERNING THE EXTENSION OF PUBLIC INFRASTRUCTURES.

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

Summary: Fernando Salazar has requested Public Participation in the installation of Public Infrastructure being the easterly extension of +/- 670' of 8" water and 8" sewer serving the Developers property located +/- 1,156 feet from the intersection of Comanche & Grimes within the ETJ. The attached Development Agreement would allow a reimbursement of the Developers Cost after EOR Certification in an amount not to exceed \$25,000.00.

Fiscal Impact:

Reviewed By: Finance Department

Upon receipt of the Engineer of Records Certification of Compliance, the City shall reimburse the Developer 33.33% of the actual cost (excluding GRT) for the emplaced Public Infrastructure being an 8" water & 8" sewer line, not to exceed \$25,000.00.

Budget Line: 44-4044-44901-00073 (JT UIL Extension)
Available Budget: \$750,000.00 preliminary budget for 2024
Public Infrastructure EXT Reimbursement: \$25,000.00 (Maximum reimbursement)

Attachments: Resolution and Development Agreement.

Legal Review:

Approved As To Form
Cortez
City Attorney

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

Approved For Submittal By:

Department Director
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7360

A RESOLUTION TO APPROVE AN INFRASTRUCTURE EXTENSION DEVELOPMENT AGREEMENT WITH FERNANDO SALAZAR CONCERNING THE EXTENSION OF PUBLIC INFRASTRUCTURES.

WHEREAS, the City of Hobbs is proposing to enter into an Infrastructure Extension Development Agreement with Fernando Salazar, concerning the extension of +/- 670 Lin. Ft. of the public Water & Sewage System; and

WHEREAS, upon receipt of the Engineer of Records Certification of Compliance, the City shall reimburse the Developer 33.33% of the actual cost (excluding GRT) for the Public Infrastructure Extended being +/- 670 feet of 8" water and 8" sewer, not to exceed \$25,000.00

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

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

PASSED, ADOPTED AND APPROVED this 10th day of July, 2023.

JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk

INFRASTRUCTURE DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of July 2023, between the City of Hobbs, New Mexico, a New Mexico Municipal Corporation, (hereafter called the "City"); and Fernando Salazar, 502 W. Comanche, Hobbs, NM 88240 (hereafter called "Developer").

RECITALS:

WHEREAS, "Developer" has requested to extend Public Infrastructure, to serve property located +/- 1, 156 feet northeast of the intersection of Comanche and Grimes, said infrastructure being the easterly extension of public infrastructure comprised of +/- 670' of a 8" water and 8" sewer to the east property line of the proposed Development; and

WHEREAS, "City" has examined the proposed extension of Public Infrastructure, the larger area that could be served and the Life, Health and Safety benefits of the proposed extension, and has concluded that participation in the cost of the proposed extension would benefit the City.

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

1. The Developer shall assure all public infrastructures shall be located within a surface and sub-surface public infrastructure easement or within a previously dedicated public right-of-way.
2. The Developer shall design or cause to be designed construction plans for the development of public infrastructure, comprised of +/- 670' of an 8" water and 8" sewer, for municipal review and approval.
3. Upon approval of the construction plans the Developer shall construct or cause to be constructed, public infrastructure. The Developer shall employ the services of a registered New Mexico Civil Engineer who shall certify the installation of the public infrastructure as to compliance with the plan set and City of Hobbs Standards prior to municipal acceptance.
4. After receipt of the Engineer of Records Certification of Compliance and recordation of any public infrastructure easements as required, the City shall reimburse the Developer 33.33% of the actual cost (excluding GRT) for the Public Infrastructure so installed being an 8" water and 8" sewer, not to exceed \$25,000.00. (See Exhibit "A" attached hereto)
5. The City shall waive fair share assessments for those infrastructures herein installed by the Developer for the developer's property located northeast of the intersection of Comanche and Grimes. Fair share assessment for existing infrastructures shall be due upon access as per the City of Hobbs Utility Service Policy.
6. The City shall allow access to and service from the newly installed public infrastructure as proposed herein, to any property adjacent thereto as per the City of Hobbs Utility Service Policy.
7. Responsibilities of the parties hereto are as follows:
 - A. The Developer shall:
 - 1) Acquire all public infrastructure easements if required.
 - 2) Submit a Plan Set for review and approval.

3) Employ the services of a Civil Engineer to oversee the Construction and Certification of the public infrastructure.

B. The City shall:

1) Review and Approve construction plan set.

2) Upon receipt of the Engineer of Records Certification of Compliance and recordation of any public infrastructure easements as required, the City shall reimburse the Developer 33.33% of the actual cost (excluding GRT) for Public Infrastructure so installed being an 8" water and 8" sewer, not to exceed \$25,000.00. (See Exhibit "A" attached hereto)

3) Waive fair share assessments for those infrastructures herein installed by the Developer. Fair share assessment for existing infrastructures shall be due upon access as per the City of Hobbs Utility Service Policy.

4) Allow access to and service from the newly installed public infrastructure as proposed herein, to any property adjacent thereto as per the City of Hobbs Utility Service Policy.

8. All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: Planning Department, 200 E. Broadway, Hobbs, NM 88240; to Developer – Fernando Salazar, 502 W. Comanche, Hobbs, NM 88240, or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

9. This Agreement may be executed in one or more identical counterparts, and all counterparts so executed shall constitute one agreement which shall be binding on all of the parties.

10. Representations of City.

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

B. City shall review and process the construction plan set in a forthright manner and with due diligence.

11. Representations of Developer.

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

12. BREACH

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

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

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

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

13. REMEDIES UPON BREACH.

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

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

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

15. TERMINATION. This Agreement shall be terminated upon the completion of all installation and construction defined herein or 365 days from ratification.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among and between City and Developer and there are no other agreements or understandings, oral or otherwise, between the parties on the issues defined herein.

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

CITY OF HOBBS

DEVELOPER

Sam D. Cobb – Mayor



Fernando Salazar – Developer/Property Owner

ATTEST:

APPROVED AS TO FORM:

Jan Fletcher, City Clerk

Efren Cortez, City Attorney

Exhibit A

Water Main located within Public Property (Del Norte Park) but not within a developed ROW. Main is adjacent to SP northern PL (FS Assessment @ 164' x \$25.00 = \$4,100.00)

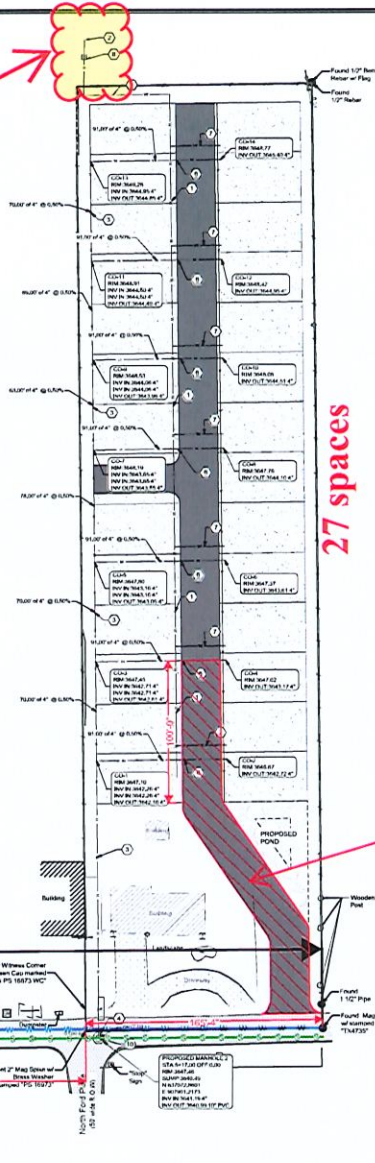
Sewer Utility	Feet	% of Extension
Total Extension	670	
Adjacent to SP	164	24%
Gap	506	76%
		100%

Note:
Utilization of public utilities will require certification that all on-site private utility systems have been properly abandoned.

Water EOL in same area located north of existing Sewer. Nearest Hydrant located +/- 712' west of EOL (west side of Grimes).

Infrastructure to Serve	Public Participation	Estimated Developer costs	P	D
Developers			u	b
Property	Est. Cost	Not to Exceed with Participation	1	1
670' 8" Water	\$33,500.00	\$ 11,055.00	\$	22,445.00
670' 8" Sewer	\$40,200.00	\$ 13,266.00	\$	26,934.00
	\$73,700.00	\$ 24,321.00	\$	49,379.00

Note:
Developer is anticipating the costs of extending public sewer (+/- \$40,200.00) and assessment for the water line (+/- \$4,100.00) in order to increase density and eliminate maintenance costs.



KEYED NOTES

- ① INSTALL 2" SCHEDULE 40 PVC WATER LINE
- ② TIE 2" WATER LINE INTO EXISTING CITY WATER MAIN LINE PER DETAIL 1, SHEET CU-501
- ③ INSTALL 4" SCHEDULE 40 SANITARY SEWER LINE
- ④ TIE SANITARY SEWER LINE INTO PROPOSED SANITARY SEWER MANHOLE
- ⑤ INSTALL 10" SCHEDULE 40 SANITARY SEWER LINE PER SHEET CU-102 AND DETAIL 2, SHEET CU-501
- ⑥ INSTALL 3/4" OF 4" SCHEDULE 40 SANITARY SEWER LATERAL
- ⑦ INSTALL 3/4" OF 2" SCHEDULE 40 PVC WATER LATERAL
- ⑧ 2" WATER METER AND HOT BOX. CONTRACTOR TO COORDINATE WITH CITY FOR METER INSTALLATION
- ⑨ TIE INTO EXISTING MANHOLE. CONTRACTOR TO COORDINATE WORK WITH CITY
- ⑩ INSTALL SEWER MANHOLE PER DETAILS 3, 4, AND 5, SHEET CU-501

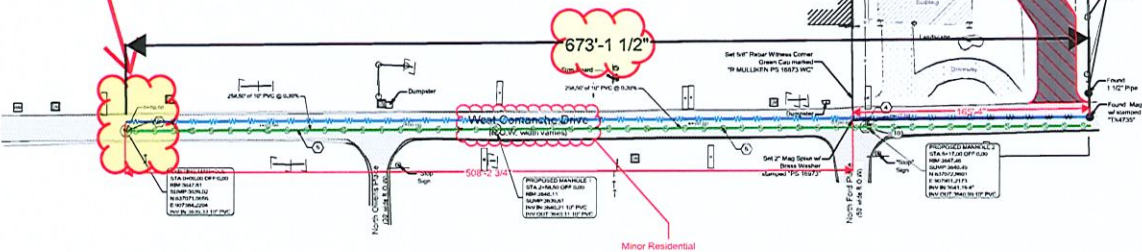
NOTE:
INSTALL SINGLE CLEANOUT AT LOCATIONS IDENTIFIED WITH CIRCLE NOTES. CLEANOUTS SHALL BE INSTALLED PER DETAIL 6. CONTRACTOR TO INSTALL A SINGLE CLEANOUT PER LOT FOR SERVICE CONNECTION

A. Policy

The City of Hobbs requires that the construction of new utility facilities or utility line extension(s) be at the sole expense of the property owner and/or developer requesting service. If the City Commission determines that the construction of a particular utility facility or utility line extension(s) is in the best interest of the City, or that a particular utility facility or utility line extension(s) is identified in any one or more of the following: The Comprehensive Plan, The Infrastructure Capital Improvement Plan (ICIP), The Utility Master Plan or identified as a designated Loop Line needed to improve the water distribution system, the City Commission may enter into a Utility Extension Agreement with the property owner or developer and authorize the construction of such utility facilities or utility line extension(s), whether inside or outside the corporate boundaries of the City, as permitted by law. Providing that:

- 1.) Property requesting service is located no further than 1,000 lineal feet from municipal infrastructure of adequate capacity to provide said service.
- 2.) Property requesting service is adjacent to a dedicated right-of-way compliant as to use and width with the City of Hobbs Major Thoroughfare Plan.
- 3.) Property requesting service pro-rata assessment is not less than 33% of the total cost of the municipal infrastructure extended.

All of the access roadway to be certified IFC Compliant but only hatched area needs to be paved.



PROJECT ENGINEER: DAVID A. ROYBAL, P.E.
PROJECT DESIGNER: JOC
DRAWN BY: JOC

LEGEND

(Symbol)	EDGE OF ROAD
(Symbol)	PROPERTY BOUNDARY
(Symbol)	RV PARKING SPACE
(Symbol)	PROPOSED POND
(Symbol)	PROPOSED WATER LINE
(Symbol)	PROPOSED 10" SEWER LINE
(Symbol)	PROPOSED 4" SEWER LINE
(Symbol)	PROPOSED FENCE
(Symbol)	FLOWLINE
(Symbol)	EXISTING ASPHALT
(Symbol)	EXISTING BUILDING
(Symbol)	EXISTING DRIVEWAY
(Symbol)	PROPOSED CHIPSEAL
(Symbol)	PROPOSED CALCHE PAD
(Symbol)	PROPOSED POND

REVISIONS

No.	DATE	DESCRIPTION

TYPE OF PLAN: CIVIL UTILITY PLAN

PROJECT NAME: 502 W COMANCHE RV PARK

CLIENT: FERNANDO SALAZAR

PROJECT NUMBER: 2023.1001

SHEET: 8 of 9
CU - 101



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 10, 2023

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

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

Summary: Corrales Construction LLC has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$25,000.00.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

Budget Available \$250,000.00 preliminary budget for 2024
Single Family Housing #010100-44901-170

Attachments: Developers Request and Development Agreement.

Legal Review:

Approved As To Form
[Signature]
Cortez
City Attorney

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7361

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

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

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

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

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

PASSED, ADOPTED AND APPROVED this 10th day of July, 2023.

JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk

MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this 10th day of July 2023 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and **Corrales Construction LLC, 1824 Indian Rd., Carlsbad, NM 88220**, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

RECITALS:

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

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

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

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

A. Work To Be Performed.

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

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

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

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

- a. Incentive not to exceed per square footage basis:
 - i. \$5.00 per sq. ft. north of Sanger
 - ii. \$10.00 per sq. ft. south of Sanger
 - iii. Calculation based on living area only
- b. Incentive not to exceed per unit basis:
 - i. \$5,000.00 per single family unit
 - ii. \$2,500.00 per multi-family unit
- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
 - i. \$90.00 per lineal front footage of complete public infrastructure, and further broken down as follows:
 1. **Water** (\$12.50 / lf):

- a. Twelve dollars fifty cents (\$12.50) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
2. **Sewer** (\$17.50 / lf):
 - a. Seventeen dollars fifty cents (\$17.50) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
3. **Street** (\$45/ lf):
 - a. Forty five dollars (\$45) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
4. **Sidewalk**:
 - a. Fifteen (\$15) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

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

B. Payment For Services.

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed Twenty Five Thousand Dollars (\$25,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.
- 4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O., shall require

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

C. Construction Requirements.

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

D. Assignment of Agreement.

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

E. Insurance Requirements and Hold Harmless Provision.

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

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

F. Governing Law and Provisions.

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

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

G. Final Payment and Release of Claims.

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

H. Amendments.

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

I. Breach.

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

J. Remedies Upon Breach.

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

K. Termination.

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

L. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and

posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and **Corrales Construction, LLC, 1824 Indian Rd., Carlsbad, NM 88220** and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

M. Entire Agreement.

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

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

City of Hobbs

Developer

By: Sam D. Cobb, Mayor

By:

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Efren Cortez, City Attorney



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 10, 2023

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

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

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

Fiscal Impact: Reviewed By: Finance Department
Budget Available \$250,000.00 preliminary budget for 2024
Single Family Housing #010100-44901-170

Attachments: Resolution and Development Agreement.

Legal Review: Approved As To Form: City Attorney

Recommendation: Commission considers approval / denial of the attached Development Agreement.

Approved For Submittal By:

Kevin Robinson
Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7362

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

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

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

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

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

PASSED, ADOPTED AND APPROVED this 10th day of July, 2023.

JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk

MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this 10th day of July 2023 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and ALJO Development, LLC, 3311 N. Grimes Street, Hobbs, NM 88240, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

RECITALS:

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

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

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

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

A. Work To Be Performed.

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

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

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

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

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

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

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

B. Payment For Services.

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

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

C. Construction Requirements.

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

D. Assignment of Agreement.

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

E. Insurance Requirements and Hold Harmless Provision.

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

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

F. Governing Law and Provisions.

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

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

G. Final Payment and Release of Claims.

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

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

H. Amendments.

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

I. Breach.

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

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

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

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

J. Remedies Upon Breach.

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

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

K. Termination.

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

L. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and ALJO Development, LLC, 1728 W. Bender, Hobbs, NM 88240 and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

M. Entire Agreement.

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

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

City of Hobbs

Developer



By: Sam D. Cobb, Mayor

By: Alberto Caballero, Managing Member

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Efren Cortez, City Attorney



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 10, 2023

SUBJECT: Contract Renewal for Body Camera Hardware and Management System
DEPT. OF ORIGIN: Police Department, Information Technology Division
DATE SUBMITTED: June 22, 2023
SUBMITTED BY: Steven Blandin, IT Administrator

Summary:

The Police Department, Information Technology Division is requesting to renew the contract for in-car camera and body camera equipment and media management system. This 5-year renewal will be purchased from Utility, Inc. on State Contract (80-000-18-00048AG). Hardware consists of new body cameras, in-car media controllers, front dash cameras, vehicle diagnostics, in-car License Plate Readers and on-site installation. Software/Licensing includes Digital Evidence Management (DEM) system access and support, Computer Aided Dispatch (CAD) software integration, and secure data storage.

The City originally awarded Utility, Inc. the initial body camera project 5 years ago. We now have 5 years' worth of media being stored and maintained in Utility's proprietary Digital Evidence Management (DEM) system. This purchase request falls under section 3.20.035 Exemptions in the home rule of the City of Hobbs Charter Procurement Ordinance. "Purchases of computer software and ancillary services required to match other software in use is required to be used in the public interest. This includes licensing fees and services to modify or maintain proprietary software."

Body cameras are currently mandated but not funded by the State of New Mexico.

Fiscal Impact:

Reviewed By: Efren A. Cortez
Finance Department

\$400,000 is allocated in the FY24 budget for this project. The projected cost of this project is \$1,762,590 over the life of a 5-year contract, billed at rate of \$352,518 annually.

Total costs of over the life of a 5-year contract:

- \$1,227,950 Digital Evidence Management (DEM) system and support
- \$230,000 Upgraded FirstNet ready in-car hardware, dash cameras and vehicle diagnostics
- \$244,200 In-car License Plate Reader (LPR) hardware
- \$234,000 Body camera replacements x2 (initial and half way through contract)
- \$102,000 Interview rooms system support
- \$108,900 Computer-Aided Dispatch (CAD) software integration
- \$18,750 Secure data storage
- \$42,990 Procurement/Contract fee
- (\$446,200) Multi-year agreement discount and old equipment buyback

Pricing schedule is from September 1st 2023 to Sept. 1st 2027.

Attachments:

Quote – Utility Q#133034

Efren A. Cortez
City Attorney

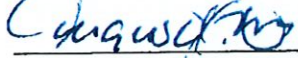
Legal Review:

Approved As To Form: Cortez
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:



Department Director


City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

File No. _____

Denied

CITY OF HOBBS REQUISITION/QUOTE FORM
(Purchases \$500.00-\$5,000.00 SPD & GSA Contract)

TO: CPO Shelly Raulston
FROM: Steven Blandin
DATE: 06-22-23

VENDOR NAME:
ADDRESS:
PHONE/FAX NO:

1) NASPO /
Utility Associates Inc
250 East Ponce De
Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707

2)

3)

QTY	DESCRIPTION ITEM(S) SERVICE TO BE PURCHASED	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
	Please see attachment for all line items.						
	Attachment lists cost for the life cycle of the 5-year contract and the annual impact.						
	5-year contract total is \$1,762,590.00						
	Billed Annually		\$352,518				
	Sales Tax	0	0				
	TOTAL AMOUNT		\$352,518				
	DELIVERY DATE						
	ESTIMATED SHIPPING CHARGES		0				

CHECK ONE: STATE CONTRACT / GSA CONTRACT CONTRACT NO. NASPO 80-000-18-00048AG EXPIRATION DATE 08-30-23

SPD or GSA contracts should be attached or on file in CPO. GSA contracts must have a letter from the contractor indicating a willingness to extend pricing, and all terms to the City of Hobbs.

AWARD TO: NASPO / Utility Associates Inc POINT OF CONTACT: Michael Nark (If new vendor make sure address is on this form)

If lowest price is not recommended, please state why (subject to approval by CPO) _____

Account No. 001-0210-030-42210- Prepared By: Steven Blandin Department Approval: Cargusd.

WHITE-CPO PINK-Department

QTY	Description Items(s) Service to be Purchased	Unit Price	Total Price (5-year Contract)	Billed Annually
100	AVail Web SaaS and Support for BodyWorn and Rocket IoT In-Car	\$11,240.00	\$1,124,000.00	\$224,800.00
90	ROCKET Communications HaaS - Upgrade	\$1,500.00	\$135,000.00	\$27,000.00
21	AVail Web SaaS and Support for BodyWorn (no In-Car)	\$4,950.00	\$103,950.00	\$20,790.00
6	SaaS for RocketIoT Interview Room	\$17,000.00	\$102,000.00	\$20,400.00
121	CAD Activation	\$900.00	\$108,900.00	\$21,780.00
130	Immediate BodyWorn Hardware Refresh	\$900.00	\$117,000.00	\$23,400.00
130	BodyWorn Hardware Refresh at the 37th month	\$900.00	\$117,000.00	\$23,400.00
20	AVail Web SaaS and Support for ALPR	\$9,725.00	\$194,500.00	\$38,900.00
20	ALPR Video System Hardware Bundle	\$1,475.00	\$29,500.00	\$5,900.00
20	RIoT In Car Tablet Bundle	\$1,010.00	\$20,200.00	\$4,040.00
100	Front ICV Upgrade - RIoT In Car Front Camera - Q150- 4mm lens	\$900.00	\$90,000.00	\$18,000.00
100	OBDII Vehicle Diagnostic Cable for Rocket - 203mm Length	\$50.00	\$5,000.00	\$1,000.00
25000	3rd Party Data Storage - 5 TB of Data Storage	\$0.75	\$18,750.00	\$3,750.00
1	Contract Purchasing Vehicle Fee	\$42,990.00	\$42,990.00	\$8,598.00
1	Discount with Multi-Year Agreement Only	(\$401,200.00)	(\$401,200.00)	(\$80,240.00)
1	Equipment Buyback	(\$45,000.00)	(\$45,000.00)	(\$9,000.00)
40	External Klickfast Holster- MotoGPower(2022) w/140° Lens	\$0.00	\$0.00	\$0.00
40	Klickfast Magnet Mount EOS (formerly BodyWorn) Dock	\$0.00	\$0.00	\$0.00
1	Shipping	\$0.00	\$0.00	\$0.00
1	Sales Tax	\$0.00	\$0.00	\$0.00
TOTAL			\$1,762,590.00	\$352,518.00



Quote

Utility Associates Inc
 250 East Ponce De Leon Avenue
 Suite 700
 Decatur GA 30030
 (800) 597-4707
 www.utility.com

Customer: Hobbs NM Police
 Date: 4/7/2023
 Sales Quote#: 133034
 Expires: 6/30/2023
 Sales Rep: Dahlia Blake
 PO#:
 Terms: Net 30

Bill To

City of Hobbs
 Attn: Accounts Payable
 200 E. Broadway
 Hobbs NM 88240

Ship To

Hobbs Police Department
 300 N. Turner St
 Hobbs NM 88240

Item	Description	Quantity	Price Each	Amount
BWI-S-4005-R	AVaiL Web SaaS and Warranty with 24/7 Technical Support for BodyWorn and Rocket IoT In-Car - The Coverage Period is 8/1/2023 through 7/31/2028 (60 mos.)	100	\$11,240.00	\$1,124,000.00
COM-H	ROCKET Communications HaaS - Upgrade *FirstNet Ready	90	\$1,500.00	\$135,000.00
BW-S-4005	AVaiL Web SaaS and Warranty and 24/7 Technical Support for BodyWorn -The Coverage Period is 8/1/2023 through 7/31/2028 (60 mos.)	21	\$4,950.00	\$103,950.00
IOTRM-S-4005	SaaS for RocketIoT Interview Room - The Coverage Period is 8/1/2023 through 7/31/2028 (60 mos.)	6	\$17,000.00	\$102,000.00
CAD-S-4005	CAD Activation- The Coverage Period is 8/1/2023 through 7/31/2028 (60 mos.)	121	\$900.00	\$108,900.00
EOS-Refresh (old)	Immediate BodyWorn Hardware Refresh - Includes Media Controller, Charging Cables, Case, Holster, and Screen Protector - Includes (9) Spares	130	\$900.00	\$117,000.00
EOS-Refresh (old)	BodyWorn Hardware Refresh at the 37th month of this contract. (September 30, 2026) - Includes Media Controller, Charging Cables, Case, Holster, and Screen Protector - Includes (9) Spares	130	\$900.00	\$117,000.00

This transaction is subject to the terms and conditions laid forth in UA's Customer Service Agreement. See <https://www.bodyworn.com/service-agreement> for additional details.
 Please forward all inquiries to insidesales@utility.com



Quote

Utility Associates Inc
 250 East Ponce De Leon Avenue
 Suite 700
 Decatur GA 30030
 (800) 597-4707
 www.utility.com

Customer: Hobbs NM Police
 Date: 4/7/2023
 Sales Quote#: 133034
 Expires: 6/30/2023
 Sales Rep: Dahlia Blake
 PO#:
 Terms: Net 30

Bill To

City of Hobbs
 Attn: Accounts Payable
 200 E. Broadway
 Hobbs NM 88240

Ship To

Hobbs Police Department
 300 N. Turner St
 Hobbs NM 88240

Item	Description	Quantity	Price Each	Amount
ALPR-S-4005	AVaiL Web SaaS and Warranty with 24/7 Technical Support for ALPR -The Coverage Period is 8/1/2023 through 7/31/2028 (60 mos.)	20	\$9,725.00	\$194,500.00
ALPR-H-4001-X5	ALPR Video System Hardware Bundle *ADD Material Bundle at Time of Order*	20	\$1,475.00	\$29,500.00
TAB-H-4001-XS	RIoT In Car Tablet Bundle	20	\$1,010.00	\$20,200.00
RIOT-H-1010095-old	Front ICV Upgrade - RIoT In Car Front Camera - Q150- 4mm lens	100	\$900.00	\$90,000.00
RIOT-VD-6020115	OBDII Vehicle Diagnostic Cable for Rocket-203mm Length	100	\$50.00	\$5,000.00
SER-S-5100	3rd Party Data Storage - 5 TB of Data Storage Annually for 5 Years	25,000	\$0.75	\$18,750.00
Contract Fee	Contract Purchasing Vehicle - NASPO NM # 80-000-18-00048AG	1	\$42,990.00	\$42,990.00
DISCOUNT	Discount with Multi-Year Agreement Only - Hobbs Exclusive Pricing	1	(\$401,200.00)	(\$401,200.00)
DISCOUNT	UA will Buy Back Each Rocket X and swap it out for a Rocket XLE / FirstNet Ready	1	(\$45,000.00)	(\$45,000.00)
BODY-H-306-MotoGPower(2022)	External Klickfast Holster- MotoGPower(2022) w/ 140° Lens	40	\$0.00	\$0.00
BODY-H-3030037	Klickfast Magnet Mount EOS (formerly BodyWorn) Dock	40	\$0.00	\$0.00

This transaction is subject to the terms and conditions laid forth in UA's Customer Service Agreement. See <https://www.bodyworn.com/service-agreement> for additional details. Please forward all inquiries to insidesales@utility.com



Quote

Utility Associates Inc
 250 East Ponce De Leon Avenue
 Suite 700
 Decatur GA 30030
 (800) 597-4707
 www.utility.com

Customer: Hobbs NM Police
 Date: 4/7/2023
 Sales Quote#: 133034
 Expires: 6/30/2023
 Sales Rep: Dahlia Blake
 PO#:
 Terms: Net 30

Bill To

City of Hobbs
 Attn: Accounts Payable
 200 E. Broadway
 Hobbs NM 88240

Ship To

Hobbs Police Department
 300 N. Turner St
 Hobbs NM 88240

Item	Description	Quantity	Price Each	Amount
Description	Vehicle Diagnostics (Soft Data): GPS readings will be pulled from Rocket XLEs			
Description	Pricing Schedule: Direct Pay to UAI			
	Paid on or before September 1st, 2023: \$352,518 - Subject to Yearly Budget Appropriations.			
	Paid on or before September 1st, 2024: \$352,518 - Subject to Yearly Budget Appropriations			
	Paid on or before September 1st, 2025: \$352,518 - Subject to Yearly Budget Appropriations			
	Paid on or before September 1st, 2026: \$352,518 - Subject to Yearly Budget Appropriations			
	Paid on or before September 1st, 2027: \$352,518 - Subject to Yearly Budget Appropriations			
	Total: \$1,762,590.00			

Subtotal	\$1,762,590.00
Sales Tax (%)	\$0.00
Total	\$1,762,590.00

This transaction is subject to the terms and conditions laid forth in UA's Customer Service Agreement. See <https://www.bodyworn.com/service-agreement> for additional details. Please forward all inquiries to insidesales@utility.com



MICHELLE LUJAN GRISHAM
GOVERNOR

ROBERT E. DOUCETTE, JR.
CABINET SECRETARY

DOROTHY MENDONCA
DIRECTOR
STATE PURCHASING DIVISION

State of New Mexico
General Services Department

ADMINISTRATIVE SERVICES DIVISION
(505) 476-1857

FACILITIES MANAGEMENT DIVISION
(505) 827-2141

PURCHASING DIVISION
(505) 827-0472

RISK MANAGEMENT DIVISION
(505) 827-2036

STATE PRINTING & GRAPHIC SERVICES BUREAU
(505) 476-1950

TRANSPORTATION SERVICES DIVISION
(505) 827-1958

April 25, 2023

TO: **Utility Associates, Inc.**
Dahlia Blake
dblake@utility.com
250 E. Ponce De Leon Avenue, Suite 700
Decatur, GA 30030
(800) 597-4707

SUBJECT: Extend the term of **80-000-18-00048AG Public Safety Video Systems**

By mutual agreement between the New Mexico State Purchasing Agent and the **Utility Associates, Inc.**, we would like to extend this Price Agreement until **August 30, 2023** at the same terms, price and conditions. Be advised, signature of this form is not notice of an award. Vendor must receive a signed amendment for the extension from State Purchasing for this award to be in effect. You are required to submit a sales report for the past 12 months of all sales based on any contracts awarded through State Purchasing. This report should contain total sales per contract, description of the sale and if possible to what agency or public body of government the sales were made. We are interested in the distinction between sales to state agencies and local public bodies (like cities and counties) to evaluate to whom our contracts are most beneficial. This information will help us to better strategically source future procurements and help us utilize our staffing resources and ensure we are meeting the needs of our customers.

Please respond by completing the information below. Check the proper box, fill in the requested information, including signature, scan and upload to SPD's system using the link provided in the email you received with this request.

Return As Soon As Possible

(Please check only one)

- I wish to extend
- I do not wish to extend

Company Name & Address (if different than above): _____

Print Name: Michael J. Nark

Signature of Authorized Representative:  _____ Date: 4/25/2023

Thank you for your continued business.

Sincerely,
Theresa Mendibles
Procurement Officer



State of New Mexico General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor:
0000137078
Utility Associates, Inc.
250 E. Ponce De Leon Avenue, Suite 700
Decatur, GA 30030-3406

Contact: Michael Nark
Email: MNark@utility.com
Telephone No.: (800) 597-4707

Price Agreement Number: **80-000-18-00048**

NASPO Master Agreement: **OK-MA-145-010**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: **Natalie Martinez**

Telephone No.: **(505) 827-0251**

Email: **Natalie.Martinez1@state.nm.us**

Invoice:
As Requested

Title: Public Safety Video Systems

Term: October 16, 2020 thru January 31, 2021

This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on the attached Participating Addendum.

NASPO ValuePoint Link:
<https://www.naspovaluepoint.org/portfolio/public-safety-video-systems-2017-2022/utility-associates-inc/>

ans *AMS MM*

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

NASPO ValuePoint
PARTICIPATING ADDENDUM
PUBLIC SAFETY VIDEO SYSTEMS
Led by the State of Oklahoma



Master Agreement #: OK-MA-145-040

Contractor: **UTILITY ASSOCIATES**

Participating Entity: **STATE OF NEW MEXICO**

MASTER AGREEMENT TERMS AND CONDITIONS:

1. Scope: This addendum covers the *Public Safety Video Systems* led by the State of *Oklahoma* for use by state agencies and other entities located in the Participating State [*or State Entity*] authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of *New Mexico*. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Utility Associates, Inc.
Address:	250 E. Ponce de Leon Avenue, Suite 700, Decatur, GA 30030
Telephone:	800-597-4707
Fax:	
Email:	contracts@utility.com

Participating Entity

Name:	State of New Mexico
Address:	1100 South St. Francis Drive, Room 2016, Santa Fe, NM 87505
Telephone:	505-827-0554
Fax:	505-827-2484
Email:	Amber.Sanchez2@state.nm.us

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity. Participating Entity must check one of the boxes below.

NASPO ValuePoint
PARTICIPATING ADDENDUM
PUBLIC SAFETY VIDEO SYSTEMS
Led by the State of Oklahoma



No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

1. Taxes:

The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage.
Reserved

E. Performance Bond.
Reserved

2. Term:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY OR THE STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on date approved by the agency or the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on January 31, 2021. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of 8 years in accordance with NMSA 1978 §13-1-150.

3. Termination:

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

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2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

4. Appropriations:

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

5. Status of Contractor:

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

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6. Conflict of Interest; Governmental Conduct Act:

A. The 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. The 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 any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

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

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

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

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the 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

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

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during

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the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause 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 Clause 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 the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

7. Amendment:

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

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

8. Merger:

This Agreement incorporates all 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.

9. Penalties for violation of law:

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

10. Equal Opportunity Compliance:

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

11. Workers Compensation:

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

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12. Applicable Law:

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

13. Records and Financial Audit:

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

14. Invalid Term or Condition:

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

15. Enforcement of Agreement:

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.

16. Non-Collusion:

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

17. Notices:

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Procuring Agency:

State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM87505

To the Contractor:

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To the Contractor:

Name:	Contracts
Address:	250 E. Ponce de Leon Avenue, Suite 700, Decatur, GA 30030
Telephone:	800-597-4707
Fax:	
Email:	contracts@utility.com

18. Succession:

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

19. Headings:

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

20. Default/Breach:

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

21. Equitable Remedies:

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

22. New Mexico Employees Health Coverage:

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

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c)

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declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://bewellnm.com>.

23. Indemnification:

The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

24. Default and Force Majeure:

The State reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the State, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the State due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

25. Assignment:

The 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 the Procuring Agency.

26. Subcontracting:

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

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27. Inspection of Plant:

The State Purchasing Agent or agency or entity that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

28. Commercial Warranty:

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

29. Condition of Proposed Items:

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

30. Release:

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

30. Confidentiality:

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

31. Contractor Personnel:

A. **Key Personnel.** Contractor's key personnel shall not be diverted from this Agreement without the prior knowledge of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement.

B. **Personnel Changes.** Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for

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replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

32. Incorporation by Reference and Precedence:

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

33. Inspection:

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

34. Inspection of Services:

If this Agreement is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the

State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

- C. The State Purchasing Agent or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- D. If the State Purchasing Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall

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require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the State Purchasing Agent or other party to this Agreement may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may:

(1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

35. Insurance:

If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit.

Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.

b. Property damage or combined single limit coverage: \$1,000,000.

c. Automobile liability (including non-owned automobile coverage): \$1,000,000.

d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form

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furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

36. Arbitration:

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

37. New Mexico Administration Reporting and Fees:

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of **percent (1.00 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. **“Gross total sales”** means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

<u>Quarter:</u>	<u>Period End:</u>	<u>Report Due:</u>
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the *“State Purchasing Division.”* This contract number **80-000-18-00048** must be included on all payments and Quarterly Sales Reports.

Remit Checks to: State Purchasing Division
 1100 St. Francis Drive, Room 2016
 PO Box 6850
 Santa Fe, NM 87505
 Attn: Compliance Officer

Sample Reports can be found at:
<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us
 For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

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5. Lease Agreements: Per the Participating Addendum dated August 31, 2017 to Master Agreement No. OK-MA-145-40, the Parties acknowledge and agree that (i) the Master Agreement provides that the Participating Entity may enter into a lease or subscription agreement if it has the authority to do so; and (ii) Participating Entity reserves the right, but has no obligation, to lease or subscribe to use the equipment under this Addendum and the Master Agreement upon terms and conditions mutually acceptable to the Parties.
6. Subcontractors: All contactors, dealers, and resellers authorized in the State of *New Mexico* as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of New Mexico	Contractor: Utility Associates, Inc.
Signature: Valerie Paulk x This price agreement was signed on behalf of the State Purchasing Agent.	Signature: 
Name: Mark Hayden	Name: Michael Nark
Title: State Purchasing Agent	Title: President & CEO
Date: 10/19/2020	Date: October 15, 2020

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	907-723-3360
Email:	tfosket@naspovaluepoint.org

*[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
to support documentation of participation and posting in
appropriate data bases.]*



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 10, 2023

SUBJECT: CONSIDER A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH LIFE SKILLS FORE YOUTH OF SOUTHEASTERN NEW MEXICO FOR THE FIRST TEE PROGRAM AT ROCKWIND COMMUNITY LINKS

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: June 30, 2023
SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

- One of the missions at Rockwind Community Links is to grow the game of golf by offering various junior golf programs. The First Tee continues to play an important role in teaching not only golf but life skills. The Rockwind Community Links Golf Course opened eight years ago and during that time, the City of Hobbs has funded the First Tee Program via two professional services agreements, each with a term of one year, with three additional one year renewals with Life Skills Fore Youth of Southeastern New Mexico.
If approved, a third professional services agreement with a term of one year and three additional one year renewals would continue to fund the First Tee Program at Rockwind.
The funding amount for FY24 is \$109,560.00, and is included in Rockwind's Professional Services budget (18-4316-42601).
During 2022, a total of 7,050 boys and girls participated in the First Tee's Spring, Summer, Fall, and Outreach programs. To date in 2023, a total of 5,706 boys and girls have participated in the First Tee's Spring and Outreach programs. It is expected that all 2023 Summer Camps held at Rockwind will reach capacity.
The City of Hobbs will also provide a maximum of two (2) fundraising golf tournaments.

Fiscal Impact

Reviewed by: [Signature]
Finance Department

The City of Hobbs has included \$109,560 in the Rockwind Community Links budget to fund the operation of the First Tee program. The funds are budgeted in account 180-184316-42601. (Professional Services)

Attachments: Resolution, Copy of the Professional Services Agreement

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

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COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7363

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH LIFE SKILLS FORE YOUTH OF SOUTHEASTERN NEW MEXICO
FOR OPERATION OF THE FIRST TEE PROGRAM
AT ROCKWIND COMMUNITY LINKS

WHEREAS, in both June 2015 and June 2019, the City of Hobbs and Life Skills For Youth of Southeastern New Mexico entered into a Professional Services Agreement for operation of the First Tee Program at Rockwind Community Links, both of which have expired; and

WHEREAS, the Professional Services Agreement will have an initial term commencing on the date the Professional Services Agreement is executed, and ending on June 30, 2024, and includes up to three (3) one year extensions with the mutual agreement of the parties with a term commencing on July 1 and ending on June 30 for each of the extensions; and

WHEREAS, the renewal contemplated by Section 4.0 of the Agreement require that all options must be renewed by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the first year of the Professional Services Agreement between the City of Hobbs and Life Skills Fore Youth of Southeastern New Mexico is approved and that the Mayor and City Manager shall be authorized to execute any and all necessary documents to accomplish the same.

PASSED, ADOPTED AND APPROVED this 10th day of July, 2023.

JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk

PROFESSIONAL SERVICES AGREEMENT

CITY OF HOBBS – LIFE SKILLS FORE YOUTH OF SOUTHEASTERN NEW MEXICO

WHEREAS, Section 3-17-1, NMSA 1978, provides that cities are granted those powers necessary and proper to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the City and its inhabitants; and

WHEREAS, the City Commission of the City of Hobbs, Lea County, New Mexico, has determined that the services to be provided by the contracting party pursuant to this Agreement are needed by certain segments of the population of the City and are necessary to contribute to the quality of life of the citizens of the City of Hobbs; and

WHEREAS, the City of Hobbs, through its management staff, and pursuant to Section 13-1-126, NMSA 1978, as amended, has conducted a good faith review of available sources and resources within Lea County and has determined that there is only one source within Lea County for the services needed.

NOW, THEREFORE, the City of Hobbs (hereinafter referred to as "City") and Life Skills Fore Youth of Southeastern New Mexico (hereinafter referred to as "Life Skills") hereby do agree as follows:

1.0 SCOPE OF SERVICES

1.1 Life Skills will provide the following services:

1.1.1 Provide coaches to deliver golf skills and life skills instruction to the youth of the City of Hobbs under The First Tee of Southeastern New Mexico program;

1.1.2 Provide all equipment, instructional materials and other programming materials for The First Tee of Southeastern New Mexico program;

1.1.3 Provide all program management resources including scheduling of class sessions and staff, registration, collection of program fees and supervision for The First Tee of Southeastern New Mexico program;

1.1.4 Provide all coach and volunteer training required for The First Tee of Southeastern New Mexico program delivery. Additionally, perform comprehensive background checks of all coaches and volunteers to help ensure the safety and well-being of the participants of The First Tee of Southeastern New Mexico program;

1.1.5 Allow for The First Tee of Southeastern New Mexico brand and logo usage on Rockwind Community Links marketing materials;

1.1.6 Provide official designation of Rockwind Community Links as a “The First Tee of Southeastern New Mexico Program Location”;

1.1.7 Provide on-site signage regarding The First Tee of Southeastern New Mexico;

1.1.8 Recognize Rockwind Community Links in marketing and sponsorship materials including The First Tee web site;

1.1.9 Provide accounting services to assure accurate statements of income and expense and make that information available to the City of Hobbs at regularly agreed intervals.

1.2 All persons retained by Life Skills to provide the services required by this Agreement shall be employees, volunteers or contractors of Life Skills, which shall be solely responsible for their acts and omissions, as well as all compensation, taxes and benefits associated with their work for Life Skills.

1.3 It is expressly understood and acknowledged that Life Skills is an independent contractor, that it is not an instrumentality, agent or employee of City, and that it will not so represent itself to the public.

1.4 This Agreement shall not preclude funding or other contracts from other sources.

2.0 CITY’S CONTRIBUTION

2.1 The City of Hobbs shall pay Life Skills a sum not to exceed ONE HUNDRED AND NINE THOUSAND, FIVE HUNDRED AND SIXTY DOLLARS (\$109,560). The aforesaid amount shall be paid in quarterly installments of \$27,390, payable at the end of each quarter after the services contracted for are actually rendered. The first such payment shall be due on or after October 1, 2023; the second shall be due on or after January 1, 2024; the third payment on or after April 1, 2024; and the last payment on or after June 1, 2024. Life Skills shall submit invoices to the City of Hobbs ten (10) days prior to payment dates and shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Accounts Payable.

2.2 City will provide access to dedicated driving range and practice areas to deliver The First Tee of Southeastern New Mexico program including the Life Skills Experience. Access to the driving range and practice areas shall be coordinated and approved by the Rockwind Community Links General Manager.

2.3 City will allow members of The First Tee of Southeastern New Mexico, during non-program times, to use the driving range/golf course located at Rockwind Community Links at a discounted First Tee rate. This rate will be designated by Rockwind Community Links and Rockwind Community Links will retain this income.

2.4 City will provide areas at Rockwind Community Links to certify program participants

and to deliver life skills classroom instruction. The designation and use of such areas at Rockwind Community Links will be at the sole discretion of the Rockwind Community Links General Manager.

2.5 City will strive to provide Rockwind Community Links staff time, outside the times of their official duties and capacities for the City, for program instruction and/or other programming organizational needs if possible. The designation and use of such staff will be at the sole discretion of the Rockwind Community Links General Manager. Staff will not be compensated for assisting The First Tee of Southeastern New Mexico at Rockwind Community Links.

2.6 City will provide the use of the Rockwind Community Links golf course facility for a maximum of two (2) special fundraising golf events specifically for Life Skills. The designation of dates and use of the facility for such fundraising events shall be coordinated and approved by the Rockwind Community Links General Manager.

2.7 City will assist with raising awareness of Life Skills through City marketing materials, marketing programs and appropriate signage.

2.8 City will strive to provide Life Skills staff opportunities, where appropriate, for employment and career training in golf course operations. Life Skills staff will not be employees of nor will they be compensated by City for this training.

2.9 City will help to identify and recruit program volunteers to assist with program delivery, transportation and other tasks related to programming, excluding City staff.

2.10 Life Skills shall make no claim against City for any expense incurred by it in providing the services required by this Agreement. Specifically, Life Skills shall make no claim against City for staffing, program materials, operating expense, travel expense, duplication costs, telephone costs, secretarial assistance, office supplies or any other cost not specifically allowed herein.

3.0 INSURANCE

Life Skills shall provide the City of Hobbs with a Certificate of Insurance naming the City of Hobbs as an additional insured on all general and/or professional liability and workers' compensation insurance policies.

4.0 TERM

The initial term of this agreement will commence on the date of signatures below and will end on June 30, 2024. By mutual agreement between the City and Life Skills, there can be a maximum of three additional one year terms, each with a term of July 1 – June 30. All options must be renewed by Resolution. With mutual agreement between the parties, either party may terminate this agreement by giving notice at least 120 days prior to the end of any one-year term.

5.0 LOGO USAGE

Under the terms of this agreement, there are specific uses of The First Tee of Southeastern New Mexico logo that are allowable. Misuse of the logo could result in breach of contract. The following requirements must be followed anytime The First Tee of Southeastern New Mexico logo is utilized:

5.1 All of the name “The First Tee of Southeastern New Mexico” must be used rather than dropping “The” or “of Southeastern New Mexico” from the name;

5.2 The ® must be included with the first usage of the trademark text unless the logo appears before the text;

5.3 Never use the individual elements of the logo alone or in less than the full design;

5.4 The Chapter must reproduce the secondary mark from artwork or digital files initially obtained from the home office.

6.0 MISCELLANEOUS PROVISIONS

6.1 Life Skills shall timely notify City of any change as to its principal place of business, the identity of all its directors, officers and members, any change of its corporate status, any change of its tax-exempt status with the Internal Revenue Service, any change in programming and any pending litigation or asserted claims or any other matter that might affect the continued rendition of services to City residents under this Agreement.

6.2 Life Skills represents and warrants that the information given to City in support of its request for City’s contribution as outlined in this agreement is true and correct; further, that its staff is competent to render the services which are the subject of this Agreement, and finally, that there is no other provider in Lea County of the kind of services contemplated by this Agreement.

6.3 Life Skills agrees to abide by all state and federal rules, regulations and statutes pertaining to equal opportunity. In accordance with these laws and regulations, Life Skills agrees to assure that no person shall, on the grounds of race, color, national origin, sex, age, handicap or medical condition, be excluded from participation in programs and services to be rendered by Life Skills pursuant to this Agreement.

6.4 Life Skills shall give City prompt and timely notice of any claim made or suit instituted against Life Skills which may in any way, directly or indirectly, contingently or otherwise, result in a judgment against City.

6.5 Life Skills agrees to and shall indemnify, defend and hold the City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents 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 reasonable attorneys' fees arising or alleged to have arisen out of performance of Life Skills

rendition of services or failure to render services pursuant to this Agreement or any breach of this Agreement.

6.6 This Agreement shall be construed pursuant to the laws of the State of New Mexico and the parties agree that any dispute arising out of this agreement shall be heard in the Fifth Judicial District Court of Lea County, New Mexico.

6.7 The parties agree that any changes or modifications to this Agreement suggested or required by any supervising state entity, such as the New Mexico Attorney General's office or the New Mexico Department of Finance and Administration, shall be made in order to fully comply with the law as such agencies might interpret and define it to the parties. City may cancel this Agreement without further responsibility to provide services on behalf of Life Skills if the legality of such is challenged.

6.8 If Life Skills obtains an audit or other type of financial review of its affairs, then City shall receive a copy of same. This provision does not otherwise obligate Life Skills to secure such services.

6.9 This is a personal services contract and neither City nor Life Skills may assign this Agreement, or any interest herein, without prior written approval of the other.

6.10 This Agreement reflects all covenants, understandings and agreements between the parties. This Agreement may not be altered except by another writing signed by both parties.

6.11 Life Skills grants the City the ability to audit Life Skills' financial standing and all relevant financial documents and information related to the operations of the First Tee Program. Life Skills must submit a Related Party Disclosure Form.

6.12 The City will not act as a trustee for any funds or revenues generated by Life Skills to include sponsorship fees, tournament/green fees, or any other revenue. Said revenue will be collected and retained by Life Skills staff without exception.

6.13 Life Skills will not issue credit cards drawn on any First Tee account to any City staff.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2023.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

JAN FLETCHER, City Clerk

By: _____
SAM D. COBB, Mayor

MANNY GOMEZ, City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

EFREN CORTEZ, City Attorney

ATTEST:

LIFE SKILLS FORE YOUTH OF
SOUTHEASTERN NEW MEXICO

By: _____
ADRIENNE FIELDS, Executive Director
Life Skills Fore Youth of Southeastern New
Mexico