

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

June 20, 2023



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

Tuesday, June 20, 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 5, 2023, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming the Month of July, 2023, as “*Parks and Recreation Month*” (*Bryan Wagner, Parks and Open Spaces Director*)

3. Recognition of City Employees - Milestone Service Awards for the Month of June, 2023 (*Manny Gomez, City Manager*)
 - 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

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

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

4. Resolution No. 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 Calderón, District 4 (*Toby Spears, Finance Director*)
5. Resolution No. 7351 – Authorizing the City Manager’s Litigation Authority for FY 23-24 (*Efren Cortez, City Attorney*)
6. 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 (*Michal Hughes, Recreation Superintendent*)

DISCUSSION

7. City of Hobbs' Fireworks Ordinance and Establishment of Safe Zones (*Adam Marinovich, Fire Inspector*)

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

8. Resolution No. 7353 – Approving Budgetary Adjustment #6 for FY 22-23 (*Toby Spears, Finance Director*)
9. Resolution No. 7354 – Authorizing FY 23-24 Funding Appropriations for Social Service Agencies (*Julie Nymeyer, Executive Assistant*)

10. 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 (*Julie Nymeyer, Executive Assistant*)
11. PUBLICATION: Proposed Ordinance Authorizing a Lease Agreement with the Economic Development Corporation of Lea County for the Office Suite Located on the 2nd Floor of the City Hall Annex at 200 East Broadway in Hobbs, New Mexico (*Valerie Chacon, Deputy City Attorney*)
12. 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 (*Ben Kirkes, Rockwind Community Links Golf Professional/General Manager*)
13. 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 (*Ben Kirkes, Rockwind Community Links Golf Professional/General Manager*)
14. 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 (*Ben Kirkes, Rockwind Community Links Golf Professional/General Manager*)
15. 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 (*Valerie Chacon, Deputy City Attorney*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

16. Next Meeting Date:
 - City Commission Regular Meeting:
 - **Monday, July 10, 2023, at 6:00 p.m.**

(Note: Due to the July 4th Holiday, the regular City Commission meeting dates for the month of July will be held on July 10, 2023, and July 24, 2023.)

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: June 20, 2023

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: June 15, 2023
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular City Commission meeting held on June 5, 2023

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".


Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director

City Manager

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

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, June 5, 2023, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also available to the public via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

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

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

Absent: Commissioner Dwayne Penick

Also present: Manny Gomez, City Manager
Efren Cortez, City Attorney
Valerie Chacon, Deputy City Attorney
Amber Leija, Municipal Prosecutor
August Fons, Police Chief
Shane Blevins, Deputy Police Chief
Chad Wright, Police Captain
Marina Barrientes, Police Captain
Jessica Silva, Code Enforcement Supervisor
Barry Young, Fire Chief
Mark Doporto, Deputy Fire Chief
Kevin Shearer, Fire Battalion Chief
Toby Spears, Finance Director
Nicki Lawless, Library Director
Kevin Robinson, Planning Director
Todd Randall, City Engineer
Bobby Arther, Municipal Judge
Tim Woomer, Utilities Director
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
Doug McDaniel, Recreation Director
Michal Hughes, Recreation Superintendent
Christa Belyeu, I.T. Director
Meghan Mooney, Communications Director
Rose Galavez, Clerks Record Specialist

Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
28 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved the minutes of the regular meeting of May 15, 2023, be approved as written. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Mayor Cobb proclaimed Monday, June 5, 2023, as "*Regional Educational Cooperative Day*". He presented the proclamation to Coach Chuck Pierce and Mr. Cliff Burch, Executive Director of the Regional Educational Cooperative, along with members of the Hobbs High School Academic Competition Team. Mayor Cobb announced the team won first place in the inaugural Regional Educational Cooperative State Academic Competition Tournament.

Assistant Police Chief Shane Blevins, joined by Police Chief August Fons, congratulated Officer Matthew Cortez, as the distinguished graduate of Academy Class A-23-49. Deputy Chief Blevins stated Officer Cortez was ranked first out of the entire class.

Public Comments

None.

Consent Agenda

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

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

Resolution No. 7343 – Authorizing a Memorandum of Agreement with the Lea County Board of Commissioners for the Hobbs Animal Adoption Center Operational and Capital Expenditures in the Amount of \$50,000.00

Resolution No. 7344 – Approving the Final Plan for the Crosswinds Subdivision

Resolution No. 7345 – Authorizing a Dedication of Property Located in Section 15, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico

Resolution No. 7346 – Approving the Vacation/Replat of a Portion of Scharbauer and Houston Adjacent to Lots 15 and 16, Block 158 of the Highland Park Addition

Resolution No. 7347 – Authorizing the Mayor to Execute a Grant Amendment with the Department of Finance and Administration Local Government Division for CDBG Project No. 21-C-NR-I-03-G-12

Commissioner Fields seconded the motion and the vote was recorded as follows: 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.

Discussion

New Mexico National Guard Youth ChalleNGe Academy

Mr. Richard “Joe” Martinez of the New Mexico National Guard Youth ChalleNGe Academy informed the Commission of its Youth Academy open to students ages 15 ½ to 18 years of age. He stated the next session begins on July 16, 2023, in Roswell, New Mexico, and is a 22-week residential program. Mr. Martinez stated this program has been operating since 2001 and has assisted over 3,000 students across New Mexico to get back on track and remain on a successful path toward graduation.

Commissioner Calderón stated he has heard Mr. Alfred Turrubiates of the Hobbs Municipal Schools speak very highly about the program.

Seasonal Aquatics Feasibility Study: Update and Staff Recommendations

Mr. Doug McDaniel, Recreation Director, provided an update to the City Commission on the Seasonal Aquatics Feasibility Study. Mr. McDaniel stated three public input meetings were held at Heizer Middle School, Houston Middle School and Highland Middle School. Attendees at those meetings viewed the presentation from Halff Associates, Inc., and Water Technologies, Inc., viewed photos of aquatics centers and pools that have been built and opened recently in the region. Attendees also viewed the various aquatics amenities that could be considered as part of a future, multi-

generational, aquatic facility. They were asked to vote for the amenities that they preferred for inclusion at a future aquatic facility along with their preferred location for such a facility. Mr. McDaniel reviewed a lengthy list of 56 desired amenities which everyone had chosen along with desired locations. He stated the area around Heizer Park is not large enough for a bigger facility. Mr. McDaniel stated the Taylor Ranch Area has 212 acres which would allow ample space for an aquatic facility and has been discussed in the past. He stated staff would like to see a multi-generational facility with something for all ages and as much water and amenities as possible; great sightlines with no obstructions for lifeguards; substantial shade; concession accommodations; multiple zero depth entry points; and separate bodies of water to avoid closing down the entire facility. Mr. McDaniel displayed photographs and stated staff likes the design elements of Dove Water Park in Grapevine, Texas, and Cherry Park Pool in Weatherford, Texas.

Mr. McDaniel explained the next steps would be to approve an RFQ for design of an aquatic facility and the addition of funding for design fees in the FY 24 final budget or a future budget adjustment. He stated a new facility would provide additional quality of life for citizens of the community. Mr. McDaniel stated extensive repairs are needed at Heizer Pool and the plan would be to close Humble Pool as well and move everyone to a much larger facility.

Mr. Gomez stated staff is looking to the Commission for direction on how to proceed.

In response to Mayor Cobb's question, Mr. McDaniel stated the estimated cost of the facility at today's cost would be \$8 to \$10 million plus 10% for the design cost or approximately \$1 million.

Mr. Gomez stated staff is looking to the Commission for direction on a preferred location at Taylor Ranch, in the Heizer Park area or near the existing CORE.

Commissioner Mills stated he favors the Taylor Ranch area, not just because it is his Commission District, but more because of the housing developments in the area and the large number of children in the area. He stated kids in Hobbs like public pool facilities and Heizer and Humble have served the community well for decades but maintenance costs are growing.

Mayor Cobb stated Taylor Ranch is a great location as a gateway into the community.

Mr. McDaniel added an important note that if Taylor Ranch is selected as the preferred site, it will be recommended that Heizer Pool be converted into a Splash Pad and Humble Pool could be converted into a Splash Pad or a dog park adjacent to the Hobbs Animal Adoption Center.

Mayor Cobb requested more public comment on this important issue.

Action Items

FINAL ADOPTION: Ordinance No. 1153 - Amending Section 10.04.050 and 10.04.060 of the Hobbs Municipal Code Amending the Penalty Assessment Program

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

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

In response to Commissioner Gerth's question, Ms. Leija clarified the Court fee of \$29 will still be imposed until July 1, 2024, and sent to the State.

Commissioner Mills stated the Legislature passed a law which is so complicated nobody can understand it.

Mayor Cobb requested comments from the public on the ordinance.

Mr. Devon Fite questioned if the State would refund the \$29 to the City. Mr. Efrén Cortez, City Attorney, stated the City would certainly lobby the State to refund the money.

Proper publication having been made, and there being no further discussion or public comments, Commissioner Fields moved that Ordinance No. 1153 be adopted as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the ordinance and supporting documentation are attached and made a part of these minutes.

Resolution No. 7348 – Approving a Development Agreement with Stuard Homes, LLC, Concerning the Development of Market Rate Single-Family Housing

Mr. Kevin Robinson, Planning Director, stated Stuard Homes, LLC, has requested a development agreement concerning the development of single-family housing units located within the municipal boundaries. He states the developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$100,000.00. Mr. Robinson stated this is the 13th agreement with Stuard Homes, LLC, and the previous 12 agreements have results in the construction of 188 units.

In response to Mayor Cobb's question, Mr. Robinson stated this company was previously known as ABS Homes and the units are proposed to be constructed in the area northeast of Walmart.

There being no further discussion, Commissioner Smith moved that Resolution No. 7348 be adopted as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón 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. 7349 – Authorizing the Expenditure of Funds to be Used for the Upgrade Design and Improvements to a Pocket Park in the Westminster Neighborhood of Hobbs, New Mexico

Mayor Cobb stated Commissioner Penick is unable to be at the meeting tonight due to a family emergency.

Mr. Bryan Wagner, Parks and Open Spaces Director, stated Commissioner Penick has requested \$130,000.00 of his discretionary funds be used for the addition of a pocket park in the Westminster Neighborhood. Mr. Wagner stated this is an area already owned and maintained by the City. He stated a drawing will be created for the play area and quotes for the purchase of the equipment will be obtained.

There being no discussion, Commissioner Mills moved that Resolution No. 7349 be adopted as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration of Approval of the Sole Source Purchase of One Replacement G2-60 Centrifuge Rotating Assembly in the Amount of \$152,064.00 from Alfa Laval, Inc.

Mr. Tim Woomer, Utilities Director, explained the request for a sole source purchase and stated the current rotating assembly is 14 years old and has undergone four

major repairs, requiring large scale machining in an offsite repair facility. He stated this assembly is eight feet in length and weighs approximately one ton, and spins at 3,260 RPM. Mr. Woomer stated the age of this unit and the number of major failures have reduced the reliability and safety margin of the rotating assembly to a level that requires replacement. By utilizing the original centrifuge chassis, the City will realize a savings of \$150,000.00 over the purchase of a completely new centrifuge unit. Mr. Woomer explained the City is not permitted to stockpile unprocessed bio-solids on site and stockpiling unprocessed bio- solids generates odors that negatively affect local residents.

Commissioner Smith moved to approve the purchase of one replacement G2-60 Centrifuge Rotating Assembly in the amount of \$152,064.00 from Alfa Laval, Inc. Commissioner Mills seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Consideration of Approval of Bid 1605-23 to Furnish One 2022 or Newer Emergency/Standby Diesel Generator Unit and One Automatic Transfer Switch to be Located at the HIAP Booster Pump Station and Reservoir; and to Provide all Material, Labor, Equipment, and Engineer PE Approved Drawings to Convert the Electrical Service at the HIAP Booster Pump Station and Potable Water Production Wells No. 1 and No. 2 from Delta Electrical Service to Wye Electrical Service with Staff's Recommendation to Accept the Bid of Alpha Southwest, Inc., in the Amount of \$399,522.00 (Not Including NMGRT)

Mr. Woomer explained Bid 1605-23 and stated the City is requesting the purchase of a 400kW to 500kW Emergency Standby Generator for the HIAP Booster Pump Station and Reservoir. He stated this unit will replace the 23-year-old existing diesel generator that is obsolete and unrepairable. Mr. Woomer stated the work will consist of disconnecting and removing all existing wiring from the existing Automatic Transfer Switch (ATS), breaker box, and generator and then removing all existing equipment. The work will include installation of a new emergency/standby diesel generator unit and one automatic transfer switch, including complete installation, testing, training, and commissioning of all equipment to be located at the HIAP Booster Pump Station and Reservoir. Mr. Woomer stated the vendor will provide all material, labor, equipment, and Engineer (PE) approved drawings to convert the electrical service at the HIAP Booster Pump Station and potable water production wells #1 and #2 from Delta Electrical Service to Wye Electrical Service.

Mr. Woomer stated this generator serves as one of the primary means of delivering water to the north side water system of Hobbs during emergency power outages. He stated two qualified bids were received and staff recommends accepting the bid of

Alpha Southwest Inc., Albuquerque New Mexico, in the amount of \$399,522.00, not including gross receipts tax.

There being no discussion, Commissioner Fields moved that Bid 1506-23 be awarded to Alpha Southwest, Inc., as recommended in the amount of \$399,522.00, not including gross receipts tax. Commissioner Mills seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Mr. Manny Gomez, City Manager, congratulated Officer Matthew Cortez as the distinguished police academy graduate from a large class.

Mr. Gomez announced the City of Hobbs received a check from the Lea County Commission in the amount of \$18,826,888 which was hand-delivered by County Commissioner Jonathan Sena and County Manager Mike Gallagher. He stated the City will use the funding to focus on infrastructure improvements.

Mr. Gomez stated the City's new heavy truck ordinance became effective April 28, 2023, which was adopted to improve safety in the community. During the first 30 days since the ordinance became effective, the City has been educating and making citizens aware of the ordinance. In this next 30 days, the City is now issuing warnings and will later move to issuance of citations to enforce the ordinance. He thanked the Hobbs Police Department and Code Enforcement Division for their work on this important issue.

Commissioner Mills stated all of the City's parks look great and staff has done an excellent job getting them ready for the summer. He stated it is wonderful to see the parks full and being used.

Commissioner Fields expressed congratulations to Officer Matthew Cortez of the Hobbs Police Department. He also stated he is excited about receiving the funds from Lea County and will it will be good for capital projects.

Commissioner Fields stated he has received some citizen complaints regarding Waste Management and operation of the convenience center on West Marland. He stated citizens are reporting the bins are full and they are unable to dump their loads.

Commissioner Calderón gave kudos to the Hobbs Police Department and Hobbs Fire Department for their recent handling of an incident in his area.

Commissioner Smith thanked the Lea County Commission for allocating funds to all of the Lea County municipalities.

Mayor Cobb stated the Economic Development Corporation of Lea County will be hosting the Energyplex Conference this week. He stated many attendees will be in town for the event, including several Legislators and Cabinet Secretaries. He encouraged citizens to welcome the attendees to town and show them our Hobbs spirit.

Mayor Cobb stated the first Commission meeting in July falls on Monday, July 3, 2023, and recommended that adjusted meeting dates of July 10, 2023, and July 24, 2023.

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:00 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROCLAMATIONS

AND

**AWARDS OF
MERIT**

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, parks and recreation programs and facilities are an integral part of communities throughout this country, including Hobbs; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, the United States House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, Hobbs recognizes the benefits derived from parks and recreation resources.

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

"PARKS AND RECREATION MONTH"

in the City of Hobbs.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of June, 2023, and cause the seal of the City of Hobbs to be affixed hereto.



SAM D. COBB, Mayor

ATTEST:



JAN FLETCHER, City Clerk



June Milestones 2023

5 years

Bo Williams	Electrical Inspector	06/11/2018
Justin Davis	Meter Reader	06/18/2018

10 years

Eric Berdoza	Police Sergeant	06/24/2013
Alvin Mattocks	Police Lieutenant	06/24/2013
Crystal Marin	Police Detective	06/25/2013

15 years

Bryan Generotzky	Police Sergeant	06/30/2008
Monica Garcia-Heidelberg	Express Driver Lead	06/09/2008



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 20, 2023

SUBJECT: A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF HOBBS AND LEA COUNTY FOR THE CITY OF HOBBS TO PROVIDE FUNDS FOR BOOKS FOR LEA COUNTY DETENTION CENTER

DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: June 1, 2023
SUBMITTED BY: Toby Spears, Finance Director

Summary: This resolution authorizes the City of Hobbs to enter into a memorandum of agreement with Lea County to provide funds for books at the Lea County Detention Center. The amount is approximately \$12,000 from Commissioner Calderon's discretionary funds.

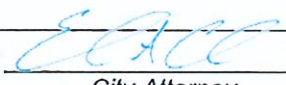
Fiscal Impact:

Reviewed By: 
Finance Department

\$12,000.00 – 010100-44901-00318 – Special Project – District 4

Attachments:
Resolution; MOA,

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

The Commission should consider approval of this measure.

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. 7350

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH LEA COUNTY FOR THE GRANT OF FUNDS TO BE USED FOR PROVIDING BOOKS TO LEA COUNTY DETENTION CENTER

WHEREAS, THE City of Hobbs has offered, via a Memorandum of Agreement ("MOA"), to provide Lea County with a grant of \$12,000 from the FY 22-23 discretionary funds of District 4 City Commissioner Joseph Calderon, to go towards the purchase of books for the Lea County Detention Center; and

WHEREAS, under the terms of the MOA, the Hobbs Municipal Schools will use the grant funds by June 30, 2024, and any unused grant funds will be returned to the City of Hobbs by July 15, 2024; and

WHEREAS, Lea County shall use the grant funds for the purchase of books for the Lea County Detention Center; and

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor be and is hereby directed to execute a Memorandum of Agreement with Lea County for the grant of funds to be used for book purchases for the Lea County Detention Center.

PASSED, ADOPTED AND APPROVED this 20th day of June, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**MEMORANDUM OF AGREEMENT BETWEEN
LEA COUNTY, NEW MEXICO AND THE
CITY OF HOBBS**

This Memorandum of Agreement is made on the date of the signatures below by and between Lea County, New Mexico, (hereinafter "County") and the City of Hobbs (hereinafter "City").

PURPOSE

The purpose of this Memorandum of Agreement is for the City of Hobbs to provide funds to Lea County for books at the Lea County Detention Center in the amount of \$12,000. This expenditure is from Commissioner Calderon's discretionary fund.

AGREEMENT

1. The City will provide a grant up to \$12,000.00 to the County.
2. The County will use the grant funds for the purchase of books for the Lea County Detention Center.

SOVEREIGN IMMUNITY

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

LIABILITY

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

THIRD PARTY BENEFICIARIES

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

INSURANCE

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

TERM

This Memorandum of Agreement shall continue in full force and effect, until the grant funds have been used or June 30, 2024, whichever occurs first.

SEVERABILITY

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

NO ORAL MODIFICATION

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

GOVERNING LAW

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

EFFECTIVE DATE

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

ATTEST:

CITY OF HOBBS

BY: _____
Sam Cobb,
Mayor

Date: _____

ATTEST:

LEA COUNTY, NEW MEXICO

BY: _____
Dean Jackson,
Lea County Chair

Date: _____

Approved as to Form:

By: _____
Efren A. Cortez
City Attorney

Date: _____

By: _____
John W. Caldwell
County Attorney

Date: _____



COMMISSION SPECIAL PROJECT
REQUEST

M.O.U.

DATE:

10/24/22

TOTAL AMOUNT OF REQUEST

\$12,000 / 5/31/2023

COMMISSIONER:

Calderon

PROJECT NAME:

Books

LOCATION:

County Detention Center

PURPOSE OF EXPENDITURE

Purchase of Books for County
Detention Center

CLASSIFICATION: (circle one)

Government Entity (Hobbs Schools, NMJC, other)

Capital Improvement of public property (parks, streets, right of ways, etc)

Equipment to be owned or maintained by the City of Hobbs

Beautification project of City owned property (examples: clean-up supplies, advertising, tipping fees, etc)

Amendments to EDC airline subsidy

Animal Adoption Programs (spay & neuter programs)

City sponsored promotions (advertising, etc)

VENDORS TO BE USED:

SIGNED

Joe Calderon



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 20, 2023

SUBJECT: A RESOLUTION AUTHORIZING THE CITY MANAGER'S LITIGATION AUTHORITY

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: June 12, 2023
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary: Pursuant to the City of Hobbs Charter Section 6-2(E), the City Manager is the responsible person for the purposes of civil process. Additionally, the City Manager receives regular briefings regarding claims made against the City of Hobbs and is aware of such claims as well as the risks associated with said claims. At various times in any litigation, the City of Hobbs City Attorney's Office requires an authorized agent of the organization, as a representative of the client, to make litigation decisions for the client. These litigation decisions include decisions and authority to settle claims, among other decisions. This resolution vests litigation authority in the City Manager and also requires the City Manager to keep the City Commission apprised of any decisions that have a fiscal impact on the organization.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

There is no direct fiscal impact associated with this Resolution.

Attachments:

Proposed Resolution

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

The Commission should consider approval of the Resolution.

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

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

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

CITY OF HOBBS

RESOLUTION NO. 7351

A RESOLUTION AUTHORIZING THE CITY MANAGER'S
LITIGATION AUTHORITY FOR FY23-24

WHEREAS, the City of Hobbs Charter Section 6-2(E) states in pertinent part that the City Manager "shall...[b]e the person, or his designated agent, for the purposes of civil process...."; and

WHEREAS, the New Mexico Rules of Professional Conduct Rule 16-102 NMRA requires that the "client" shall authorize the lawyer to carry out the representation of the client and the lawyer shall abide by the client's decisions concerning the objectives of representation, including any decision to settle a matter; and

WHEREAS, the City Manager receives regular briefings from the City Attorney's Office regarding threatened or pending litigation and is otherwise in the best position to make timely and informed decisions on behalf of the organization; and

WHEREAS, to promote accountability and to counterbalance the City Manager's authority as set forth herein, it is in the best interest of the organization that the Mayor provide advice and consent to the City Manager's litigation decisions; and

WHEREAS, it is also in the best interest of the organization that the City Manager consistently inform the City Commission regarding litigation decisions made by the City Manager that may have a fiscal impact on the City of Hobbs; and

WHEREAS, pursuant to the Hobbs Municipal Code Section 3.20.035, contracts and expenditures in connection with court or administrative proceedings are exempt from

the City's procurement policy.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City Manager, with the advice and consent of the Mayor, is authorized to make litigation decisions on behalf of the City of Hobbs, as client, concerning the objectives of representation, including any decision to settle a matter. The City Manager shall maintain communication with the City Commission regarding litigation matters.

BE IT FURTHER RESOLVED that this Resolution shall be valid and enforceable from July 1, 2023, through June 30, 2024 (FY23-24), or unless rescinded or replaced by a subsequent resolution on the same subject prior to June 30, 2024, as contemplated by Article II(2)(C)(2)(b) of Section 2.04.060 of the Hobbs Municipal Code.

PASSED, ADOPTED AND APPROVED this 20th day of June, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 20, 2023

SUBJECT: A Resolution Authorizing the Mayor and City Manager to Execute a Memorandum of Understanding with the University of the Southwest for Use of the University's Kitchen

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: June 12, 2023
SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

- Currently, the City of Hobbs and the University of the Southwest have a Memorandum of Understanding for the use of USW's kitchen that expires on June 30, 2023.
- The usage fee outlined in both the previous MOU and the proposed MOU is \$1,000 per month. If approved, the proposed MOU will be effective on July 1, 2023 and run through June 30, 2024.
- This MOU will ensure the current Senior Center meal program remains uninterrupted through the end of FY24 (June 2024). To date, in FY23 (through April 30, 2023) a total of 41,739 meals have been prepared and delivered. This represents an increase of 1,974 meals for the same period in FY22.

Fiscal Impact:

The \$12,000 expense associated with this MOU is included in the Senior Center FY24 preliminary budget. (Professional Services 17-4017-42601).

Reviewed By: _____

[Signature]
Finance Department

Attachments:

Resolution
Memorandum of Understanding between the City and USW

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation: Staff recommends that the Commission approve the Resolution.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7352

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE
A MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF THE
SOUTHWEST FOR USE OF THE UNIVERSITY'S KITCHEN

WHEREAS, the City of Hobbs and the University of the Southwest seek to maintain a harmonious relationship for the benefit of the residents of Hobbs, New Mexico; and

WHEREAS, the City and University seek to enter into an agreement wherein the City utilizes the University's kitchen to prepare meal services for the City of Hobbs Senior Center, which benefits an important population in Hobbs, New Mexico; and

WHEREAS, the City will pay the University \$1,000 a month as a usage fee to offset maintenance and operational expenses incurred by the daily operation of the kitchen; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor and City Manager be and are hereby directed to execute a Memorandum of Understanding with the University of the Southwest for use of the University's kitchen.

PASSED, ADOPTED AND APPROVED this 20th day of June, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNIVERSITY OF THE SOUTHWEST AND THE
CITY OF HOBBS**

This Memorandum of Understanding is made this _____ day of _____, 2023, by and between the City of Hobbs (hereinafter "CITY") and the University of the Southwest (hereinafter "USW").

PURPOSE

The purpose of this agreement is to establish guidelines for the usage, and access by CITY, its staff and contractors, at USW's kitchen facility on the campus of USW. CITY and USW aim to promote a working relationship between each to achieve the best results for the community. CITY and USW agree to cooperate as outlined in this Memorandum of Understanding.

DUTIES

I. USW DUTIES

USW will ensure the following obligations are met:

- A. USW will provide kitchen access, space, storage, and appliances for CITY's current contractor, Great Western Dining Service, Inc., as well as CITY's staff to prepare and deliver food for the CITY's meal services for the Senior Center.
- B. USW will determine the food storage space available to CITY for all food storage including freezer, walk-in refrigerator, and dry storage. Space shall be adequate for all food associated with the CITY's meal services for the Senior Center.
- C. USW will ensure that all available kitchen space is adequate to achieve the desired purpose of preparing food for the CITY's meal services for the Senior Center.
- D. USW will provide storage for all cleaning supplies and equipment used by CITY's current contractor, Great Western Dining Service, Inc., as well as CITY's staff, associated with the use of USW's kitchen and the meal services for the Senior Center.
- E. USW will provide all regular utilities and shall ensure that all utilities remain operational during use of the kitchen space

for preparation and delivery of the CITY's meals services for the Senior Center.

II. CITY DUTIES

CITY will ensure the following obligations are met:

- A. CITY will coordinate with Great Western Dining Services, Inc. to provide USW with a list of all staff that will be working to fulfill Great Western Dining Service, Inc.'s contract with the CITY by utilizing USW's kitchen space.
- B. CITY will ensure that all staff follow applicable rules and regulations for campus access and kitchen usage currently in place at USW. CITY further understands that failure to abide by this requirement will result in removal from campus of non-compliant individuals.
- C. CITY will ensure best practices and reasonable care are exercised in use of USW's kitchen.
- D. CITY shall remain responsive to any concerns raised by USW as to the care, use, and maintenance of USW's kitchen by CITY staff.

III. COMPENSATION

CITY will pay USW a sum of \$1,000 per month for use of the USW's kitchen facility. The payment from CITY to USW is to offset maintenance and operational expenses incurred with the daily operation of USW's kitchen. Compensation from CITY to USW will be made for the purpose set forth herein. Strict accountability of all receipts and payments will be maintained by CITY and USW.

MERGER OF AGREEMENT

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

SOVEREIGN IMMUNITY

The City of Hobbs and their public employees (as defined in the New Mexico Tort Claims Act) do not waive sovereign immunity, do not waive any

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

LIABILITY

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

THIRD PARTY BENEFICIARIES

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

INSURANCE

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

TERM

This Memorandum of Understanding shall continue in full force and effect from July 1, 2023, until June 30, 2024, or until both parties mutually agree in writing otherwise.

SEVERABILITY

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

GOVERNING LAW

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

EFFECTIVE DATE

This Memorandum of Understanding shall be in full force and effect upon execution and approval of the parties hereto and performance shall begin on July 1, 2022.

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

UNIVERSITY OF THE SOUTHWEST

BY: _____ Date: _____
Dr. Ryan Tipton
Interim President

CITY OF HOBBS

BY: _____ Date: _____
Sam Cobb
Mayor

BY: _____ Date: _____
Manny Gomez
City Manager

Approved as to Form:

By: _____ Date: _____
Efren A. Cortez
City Attorney

By: _____ Date: _____
Attorney for University of the Southwest



ACTION ITEMS



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 20, 2023

SUBJECT: Resolution Adopting Budgetary Adjustment #6 for the Fiscal Year 2022-2023
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: June 12, 2023
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

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

Enclosed is budgetary adjustment #6 for the current year. A summary of the funds adjusted is attached to this resolution. After this adjustment is approved by the Commission, it must be forwarded to the Department of Finance & Administration for their approval.

Fiscal Impact:

Reviewed By: _____

Finance Department

Total revenue increased by \$18,282,703.00 and total expense increased by \$18,512,057.74 providing a budgeted ending cash balance of \$77,834,914.48 for all funds.

This budget adjustment also includes inter-fund transfers to cover balances while grant funds are waiting for reimbursement.

General fund reserve decreases from 44% to 43%

Attachments:

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

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By: _____

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

RESOLUTION NO. 7353

BUDGETARY ADJUSTMENT #6

FISCAL YEAR 2022-2023

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

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

WHEREAS, included in this budgetary adjustment total revenue is increased by \$18,282,703.00 total expense is increased by \$18,512,057.74.

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

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

PASSED, ADOPTED, AND APPROVED this 20th day of June 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Expense

Fund	Org	Obj	Proj	Dept Description	Description	Prelim Budget	BAR #6 Request	Total Budget	Comment
001	010310	46326		LIBRARY	STATE GRANTS-IN-AID	7,900.00	2,354.72	10,254.72	GF billing allocation greater than expected
001	010181	42222		INSURANCE	INSURANCE-GENERAL LIABILITY	560,000.00	217,000.00	777,000.00	GF billing allocation greater than expected
001 Total							219,354.72		
160	164016	42202		HEALTH WELLNESS LEARNING CNTR	COMMUNICATIONS	50,000.00	10,000.00	60,000.00	to cover the budget shortfall for CORE communcations line item
160 Total							10,000.00		
220	224022	44901	00097	INTERGOVERNMENTAL GRANT FUND	LC SEWER LINE RPLC	-	5,000,000.00	5,000,000.00	Budget for Lea count one time Grant Allocation
220	224022	44901	00148	INTERGOVERNMENTAL GRANT FUND	LC PAVING REHAB	-	10,000,000.00	10,000,000.00	Budget for Lea count one time Grant Allocation
220	224022	44901	00375	INTERGOVERNMENTAL GRANT FUND	LC MISC RESTRICTED CAPITAL PROJS	-	3,201,888.00	3,201,888.00	Budget for Lea count one time Grant Allocation
220 Total							18,201,888.00		
670	674067	42609		WORKERS COMPENSATION FUND	REQUIRED INSURANCE	375,000.00	32,415.00	407,415.00	claims exceeded budget
670	674067	42242		WORKERS COMPENSATION FUND	CLAIMS PAID	350,000.00	45,000.00	395,000.00	claims exceeded budget
670 Total							77,415.00		
730	734073	42324		CRIME LAB FEES	MISCELLANEOUS AND EMERGENCY	52,000.00	3,400.00	55,400.00	pass thru of crime lab fees - offsetting revenue
730 Total							3,400.00		
Grand Total							18,512,057.72		

Revenue

Fund	Org	Obj	Proj	Dept Description	Description	Prelim Budget	BAR #6 Request	Total Budget	Comment
220	229999	30708	00375	INTERGOVERNMENTAL GRANT FUND	LEA COUNTY ONE TIME GRANT	-	(18,201,888.00)	(18,201,888.00)	Lea County One Time grant to COH
220 Total							(18,201,888.00)		
670	679999	30604		WORKERS COMP REVENUE	PREMIUM TRANSFERS	(724,400.00)	(77,415.00)	(801,815.00)	offsetting revenue
220 Total							(77,415.00)		
730	739999	30501		CRIME LAB REVENUE	JUDICIAL EDUCATION FEE	(15,000.00)	(750.00)	(15,750.00)	pass thru of crime lab fees - offsetting expense
730	739999	30507		CRIME LAB REVENUE	DWI LAB FEE	(3,000.00)	(1,150.00)	(4,150.00)	pass thru of crime lab fees - offsetting expense
730	739999	30508		CRIME LAB REVENUE	COURT AUTOMATION FEE	(30,000.00)	(1,500.00)	(31,500.00)	pass thru of crime lab fees - offsetting expense
220 Total							(1,500.00)		
Grand Total							(18,282,703.00)		

Cash Transfers

Fund	Org	Obj	Proj	Dept Description	Description	Prelim Budget	BAR #6 Request	Total Budget	Comment
210	219999	30830		LEGISLATIVE APPROP FUND	transfer from 1	-	(600,000.00)	(600,000.00)	interfund transfers to cover timing difference between expense and revenue
001	019999	30810		GENERAL FUND REVENUE	TRANSFER TO - 21	-	600,000.00	600,000.00	
160	169999	30851		HEALTH WELLNESS LEARNING CNTR	TRANSFER FROM 1	(362,989.56)	(10,000.00)	(372,989.56)	interfund transfer to cover budget increase
001	019999	30890		GENERAL FUND REVENUE	TRANSFER TO 16	362,989.56	10,000.00	372,989.56	
							-		



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 20, 2023

SUBJECT: A RESOLUTION AUTHORIZING FY23-24 FUNDING APPROPRIATIONS TO SOCIAL SERVICE AGENCIES AND AUTHORIZING THE MAYOR TO EXECUTE PROFESSIONAL SERVICE AGREEMENTS.

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: June 7, 2023
SUBMITTED BY: Julie Nymeyer

Summary: Proposed funding for Community Social Service Agencies.

If approved, the City of Hobbs will execute a Professional Services Agreement with the Social Service Agencies that will outline the contractual obligations of each party for the fiscal year.

Fiscal Impact:

Reviewed By: _____

Finance Department

\$400,000 has been approved in the preliminary FY23-24 budget.

Attachments:
Resolution

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Motion to approve Resolution.

Approved For Submittal By:

Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7354

A RESOLUTION AUTHORIZING FY 23-24 FUNDING
APPROPRIATIONS TO VARIOUS SOCIAL SERVICE AGENCIES

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS,
NEW MEXICO, that FY 23-24 funding appropriations are approved for various social
service agencies in the following amounts:

CASA	\$20,000
Cavern City Child Advocacy	\$5,000
Community Drug Coalition	\$127,000
Faith in Action	\$13,500
Habitat for Humanity	\$0
Isaiah's Kitchen	\$15,000
Legacy Pregnancy Resource Ctr	\$7,500
MyPower, Inc.	\$35,000
Option	\$19,000
Opportunity House	\$19,000
Palmer Drug Abuse Program	\$50,000
Salvation Army	\$25,000
Senior Bash	\$2,000

Sheri's House of Hope	\$5,000
Southwest Symphony	\$5,000
Teen Court	\$27,000
United Way	\$0
Unity Recovery Solutions	\$5,000
Weekend Hunger Initiative	\$20,000
	<hr/>
	\$400,000

BE IT FURTHER RESOLVED that the Mayor be and is hereby authorized and directed to execute appropriate Professional Service Agreements with each agency in the amounts specified above for the provision of social services to the citizens of Hobbs.

PASSED, ADOPTED AND APPROVED this 20th day of June, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**FY 2023-2024
Social Services Agreements
July 1, 2023 - June 30, 2024**

Approval Date	Name	Requested 2024	Approved 2024	Change in Request	
5/11/2023	CASA	\$ 20,000.00	\$ 20,000.00	\$ -	100%
5/11/2023	Cavern City Child Advocacy	\$ 10,000.00	\$ 5,000.00	\$ (5,000.00)	50%
5/11/2023	Community Drug Coalition	\$ 210,000.00	\$ 127,000.00	\$ (83,000.00)	60%
5/11/2023	Faith in Action	\$ 13,500.00	\$ 13,500.00	\$ -	100%
5/11/2023	Habitat For Humanity	\$ 10,500.00	\$ 0	\$ (10,500.00)	0%
5/11/2023	Isaiah's Kitchen	\$ 15,000.00	\$ 15,000.00	\$ -	100%
5/11/2023	Legacy Pregnancy Resource Center	\$ 12,000.00	\$ 7,500.00	\$ (4,500.00)	63%
5/11/2023	My Power, Inc.	\$ 85,000.00	\$ 35,000.00	\$ (50,000.00)	41%
5/11/2023	Option	\$ 20,000.00	\$ 19,000.00	\$ (1,000.00)	95%
5/11/2023	Opportunity House	\$ 25,000.00	\$ 19,000.00	\$ (6,000.00)	76%
5/11/2023	Palmer Drug Abuse Program	\$ 50,000.00	\$ 50,000.00	\$ -	100%
5/11/2023	Salvation Army	\$ 25,000.00	\$ 25,000.00	\$ -	100%
5/11/2023	Senior Bash	\$ 2,000.00	\$ 2,000.00	\$ -	100%
5/11/2023	Sheri's House of Hope	\$ 23,000.00	\$ 5,000.00	\$ (18,000.00)	22%
5/11/2023	Southwest Symphony	\$ 10,000.00	\$ 5,000.00	\$ (5,000.00)	50%
5/11/2023	Teen Court	\$ 32,000.00	\$ 27,000.00	\$ (5,000.00)	84%
5/11/2023	United Way	\$ 10,000.00	\$ 0	\$ (10,000.00)	0%
5/11/2023	Unity Recovery Solutions	\$ 12,000.00	\$ 5,000.00	\$ (7,000.00)	42%
5/11/2023	WHI Hobbs	\$ 20,000.00	\$ 20,000.00	\$ -	100%
	Totals	\$ 605,000.00	\$ 400,000.00	\$ (205,000.00)	66%



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 20, 2023

SUBJECT: A RESOLUTION AUTHORIZING FY23-24 FUNDING APPROPRIATIONS FOR ECONOMIC DEVELOPMENT CORPORATION, HOBBS CHAMBER OF COMMERCE AND HOBBS HISPANO CHAMBER OF COMMERCE

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: June 7, 2023
SUBMITTED BY: Julie Nymeyer

Summary: This Resolution appropriates funding to Economic Development Corporation, Hobbs Chamber of Commerce and Hobbs Hispano Chamber of Commerce entities of Lea County which significantly contributes to the economic development of Hobbs, New Mexico. The funding amounts are:

- Economic Development Corporation \$315,000
- Hobbs Chamber of Commerce \$75,000
- Hobbs Hispano Chamber of Commerce \$64,000

If approved, the City of Hobbs will execute a Professional Services Agreement with each agency that will outline the contractual obligations of each party for the fiscal year.

Fiscal Impact:

Reviewed By: 

Finance Department

\$414,000 has been approved in the preliminary FY23-24 budget. An additional amount of \$40,000 will need to be adjusted in 2024 Final.

Attachments:

Resolution

Legal Review:

Approved As To Form: 

City Attorney

Recommendation:

Motion to approve Resolution.

Approved For Submittal By:

Department Director


City Manager

CITY CLERK'S USE ONLY COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7355

A RESOLUTION AUTHORIZING FY 23-24 FUNDING

APPROPRIATIONS FOR ECONOMIC DEVELOPMENT CORPORATION, HOBBS CHAMBER OF COMMERCE AND HOBBS HISPANO CHAMBER OF COMMERCE

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that FY 23-24 funding appropriations are approved for Economic Development, Hobbs Chambers of Commerce and Hispano Chamber of Commerce of Hobbs in the following amounts:

	<u>Amount Requested</u>	<u>Amount Approved</u>
Economic Development Corp	\$315,000	\$315,000
Hobbs Chamber of Commerce	\$ 80,000	\$ 75,000
Hispano Chamber of Commerce	<u>\$ 68,500</u>	<u>\$ 64,000</u>
TOTALS:	\$463,500	\$454,000

BE IT RESOLVED that the Mayor be and is hereby authorized and directed to execute appropriate Professional Service Agreements with each agency in the amounts specified approved above.

PASSED, ADOPTED AND APPROVED this 20th day of June, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 20, 2023

SUBJECT: PUBLICATION OF AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH THE ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY FOR THE OFFICE SUITE LOCATED ON THE SECOND FLOOR OF THE CITY HALL ANNEX, 200 E. BROADWAY, HOBBS, NEW MEXICO 88240

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: June 13, 2023
SUBMITTED BY: Valerie S. Chacon, Deputy City Attorney

Summary:

This is a ten-year proposed lease agreement between the City of Hobbs and the Economic Development Corporation of Lea County for exclusive use of 3,650 square feet of office/vault area and shared access to a 270 square foot conference room, utility/storage room, restrooms and refreshment area located on the second floor of the City Hall Annex building. This space has historically been leased to the Economic Development Corporation of Lea County since at least April 2, 2007.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

The City will receive \$53,381.00 a year in rental income for the initial term of this lease (10 years). The EDC may renew the lease for an additional five years at the same rate.

Attachments:

Ordinance; Lease Agreement

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

The Commission should approve this Ordinance.

Approved For Submittal By:

[Signature] Department Director
[Signature] City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH THE ECONOMIC DEVELOPMENT CORPORATION OF LEA COUNTY FOR THE OFFICE SUITE LOCATED ON THE SECOND FLOOR OF THE CITY HALL ANNEX, 200 E. BROADWAY, HOBBS, NEW MEXICO 88240

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized and directed to execute on behalf of the City of Hobbs, a Lease Agreement with the Economic Development Corporation of Lea County for the office suite located on the second floor of the City Hall Annex, 200 E. Broadway, Hobbs, New Mexico 88240. A copy of said Lease Agreement is attached hereto and incorporated herein by reference.

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

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



**CITY OF HOBBS
REAL ESTATE AND PROPERTY LEASE**

THIS LEASE is made the ____ day of _____, 2023, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as “Lessor”) and the Economic Development Center of Lea County, Inc., a non-profit corporation with a principle place of business of 200 E. Broadway, Suite A201, Hobbs, New Mexico 88240 (hereinafter referred to as “Lessee”).

1. Lease Property.

In consideration of the terms and conditions in this lease, Lessor leases to Lessee, and Lessee leases from Lessor, those premises with appurtenances, situated in Hobbs, County of Lea, New Mexico, described as:

The second floor of the City Hall Annex building located at 200 E. Broadway, Hobbs, New Mexico. 3,650 square feet of the leased space consists of office area covering the entire width of the second floor from the elevator north and the vault area comprises the Lessee’s core leased space. The 270 square foot executive conference room, utility/storage room, restrooms and refreshment area are common access areas for Lessee and the other lessee housed in the 975 square foot suite in the southwest corner of the second floor. The waiting area adjacent to the stairwell and the elevator is public space. In addition, Lessee shall have access to use the kitchen/conference area on the third floor of the City Annex building and the patio area of the main City Hall Building at 200 E. Broadway, Hobbs, New Mexico. The uses of such kitchen/conference area and patio area shall be coordinated with other occupants or users of such areas.

and commonly known as: 200 E. Broadway, Suite A201, Hobbs, NM 88240

The property described above shall hereinafter be referred to as the “Lease Property,” which shall include all improvements, furnishings, fixtures, buildings, parking lots, and access points. The Lease Property shall not include the 975 square foot suite in the southwest corner of the second floor of the City Hall Annex. The acreage of the Lease Property is: N/A. The square footage of all building space of the Lease Property is: 3,650. The Lease Property contains no designated parking lots and shared public parking shall be utilized.

2. Lease Term.

The initial term of this Lease is for: ten (10) years. The initial term of this Lease shall commence on July 1, 2023, and shall end on June 30, 2033. In partial consideration for rent paid under this Lease, Lessor does grant Lessee, its successors and assignees the first option to renew this Lease.

The renewal shall be for a term of five (5) years and shall be subject to the same terms and conditions set forth in this Lease for the initial term, except as may be provided otherwise in this Lease with regard to rent. Lessee must exercise this option by giving Lessor written notice at least six (6) months prior to the expiration of the initial term. Lessee shall be entitled to renew this Lease only if Lessee is not in default under the Lease when the option to renew is delivered to Lessor.

3. No Holding Over.

Lessee shall not hold over or maintain a continued use or occupancy of the Lease Property. At the expiration of the Lease term and any subsequent renewals, or upon termination, Lessee shall surrender the Lease Property in accordance with Paragraph 12 herein.

4. Rent.

In consideration of this Lease, Lessee shall pay rent in the following manner:

Year	Date Beginning	Annual Amount	Quarterly Amount	
1	07/01/2023	\$ 53,381.00	\$ 13,345.25	Initial Term
2	07/01/2024	\$ 53,381.00	\$ 13,345.25	Initial Term
3	07/01/2025	\$ 53,381.00	\$ 13,345.25	Initial Term
4	07/01/2026	\$ 53,381.00	\$ 13,345.25	Initial Term
5	07/01/2027	\$ 53,381.00	\$ 13,345.25	Initial Term
6	07/01/2028	\$ 53,381.00	\$ 13,345.25	Initial Term
7	07/01/2029	\$ 53,381.00	\$ 13,345.25	Initial Term
8	07/01/2030	\$ 53,381.00	\$ 13,345.25	Initial Term
9	07/01/2031	\$ 53,381.00	\$ 13,345.25	Initial Term
10	07/01/2032	\$ 53,381.00	\$ 13,345.25	Initial Term
11-15	07/01/2033	\$ 53,381.00	\$ 13,345.25	Renewal Term

The total rent for the initial term is: \$533,810.00. The Lessee has the sole responsibility for paying rent. Lessee shall not be penalized for prepaying the entire total rent for the initial term at the beginning of the lease term, nor shall Lessee be penalized for prepaying an annual amount for any given year. Lessee, pursuant to Paragraph 6 below, may make repairs to the Lease Property. Completion of repairs shall serve as additional consideration for the favorable terms of this Lease. Lessee shall not receive “offset” of any rent as a result of any repairs.

5. Use of Lease Property.

Lessee shall use the Lease Property for non-profit services to the Hobbs, New Mexico community. More particularly, Lessee shall use the Lease Property for:

Offices wherein the EDC of Lea County shall recruit new, quality businesses to Lea County and assist with the retention and expansion of existing industry.

Lessee agrees that Lessor has conditioned the favorable terms of this Lease on Lessee's continued non-profit services as outlined above. Should Lessee cease utilizing the Lease Property for the purpose above, Lessor reserves the right to seek all appropriate legal action including, but not limited to, action to terminate the Lease. Lessor agrees that the Lease Property is suitable for the purpose above, or has revealed to Lessee any reasons Lessor knows of or reasonably should know of why the premises might not be suitable for such purpose(s).

6. Conditions of Lease Property.

Lessor warrants that the premises are in good and safe conditions, structurally sound and of safe design and that they comply with all applicable building codes, ordinances, rules and regulations, except as noted:

N/A

All noted conditions shall be rectified prior to the inception of this Lease or within sixty (60) days thereafter unless waived in writing by Lessee. In the event that a noted condition is waived, Lessor shall have no liability associated in any way with the presence of noted condition.

Further, Lessee has been given the opportunity to inspect the premises, or has voluntarily waived the opportunity to inspect the premises, and has accepted the premises as in good and safe condition and otherwise fit for use to achieve their stated purpose. Lessee may, with prior written permission of Lessor, make necessary repairs to the Lease Property. However, Lessee will not receive any rent "offset" for any repairs conducted.

7. Accessibility for the Disabled.

Lessee warrants that the premises shall meet standards consistent with the Americans with Disabilities Act (ADA) during all times of business operations, and shall at a minimum meet the same standards within sixty (60) calendar days of the execution of this Lease. The Lessee also warrants that the premises will be maintained at all times in compliance with these standards.

8. Delivery of Possession.

Lessor warrants that the premises will be vacant and will put Lessee in possession on the first day of the initial term or any subsequent term.

9. Damage to Lease Property.

If at the inception of this Lease or at any time thereafter (including any renewal) all or any part of the Leased Premises shall be damaged or destroyed through any cause attributed in any way to Lessee, other than a weather event or act of God, Lessee shall be responsible for all repairs and costs associated with the repair of the same. In making any repairs, Lessee shall first notify Lessor of the damage and provide a timeline for repairs. Lessor shall cooperate with Lessee in allowing all repairs to be made in a timely fashion. Lessee shall as soon as practical, inform

Lessor of any and all damage attributed to a weather event or act of God and Lessor shall be responsible for all repairs and costs associated with the repair of the same.

10. Alterations.

Lessee shall obtain Lessor's written permission before making any alterations or improvements of a permanent nature to any portion of the Lease Property.

11. Ownership of Improvements.

All alterations and improvements made to or placed in the Lease Property by Lessee are and shall remain the Lessee's property except as the parties mutually agree otherwise in writing, but only if such alterations and improvements are temporary in nature and can be removed without undue damage to the Lease Property and are, in fact, removed by Lessee prior to termination of this Lease or any renewal thereof. Alterations and improvements of a permanent nature which cannot be removed without undue damage to the Lease Property shall become Lessor's property except as the parties mutually agree otherwise in writing. For purposes of this section, permanent alterations and improvements include, but are not limited to, any buildings, fences, additions, fixtures, or other structures of any kind. Any improvements present in the Lease Property at the inception of the Lease shall remain on the Lease Property for the duration of the lease term.

12. Condition of Lease Property Upon Surrender.

At the termination of this Lease, Lessee shall surrender the Lease Property in the condition in which they were at the inception of this Lease, excepting: deterioration caused through reasonable use and ordinary wear and tear; and alterations, improvements or conditions made with Lessor's written approval.

13. Payment of Assessments, etc.

Lessee shall pay as they become due all assessments, of any kind, payable in respect to any alterations and improvements on the Lease Property during the term of this Lease. If Lessee defaults in paying any such amounts, Lessor, in its sole discretion, may pay any assessments. Upon doing so, Lessor shall be subrogated to the creditor's rights and may pursue payment of the same, to satisfy any outstanding balances. Lessee shall not pledge, in any manner, the Lease Property or any of the structures or fixtures thereon, as collateral or otherwise allow any liens or mortgages to attach to any portion of the Lease Property whatsoever.

14. Utilities, Janitorial Services and Supplies.

Lessee shall pay the following utilities associated with the Lease Property: telephone services, internet services, and any other utility not expressly provided by the Lessor. Additionally, Lessee shall ensure that all premises and buildings are kept clean and sanitary and shall pay for any services necessary to meet this obligation.

15. Right of Entry.

Lessor or its agent has a right to enter upon the Lease Property to inspect, to make repairs and for other reasonable purposes. Lessor shall provide Lessee at least 48-hours advanced notice prior to entering upon the Lease Property. Lessor shall obtain acknowledgment form Lessee, which shall not unreasonably be withheld, prior to entering upon the Lease Property. In an emergency, such as a fire, Lessor or its agent may enter the premises without securing Lessee's prior permission, but shall give Lessee notice of entry as soon thereafter as practicable.

16. Duty to Maintain Premises.

Lessee has the duty to maintain the exterior of the Lease Property, including but not limited to: windows, grounds, parking lots, sidewalks, doors and lighting in safe condition and in good repair and condition. Lessee has the duty to maintain the interior of the Lease Property, including but not limited to: cooling system, heating system, plumbing, lighting, doors, floorings, wall finishes. Lessee will be responsible for all costs associated with their duty to maintain the premises as set out herein.

17. Right to Assign or Sublease.

Lessee may assign or sublease the Lease Property only upon express written consent by Lessor, which shall not be unreasonably withheld, on the condition that any assignee or sub-lessee utilize the Lease Property for the purpose set forth herein.

18. Duty to Insure and Indemnity.

During the term of this Lease and any extension thereof, Lessee shall provide coverage for liability of Lessee and its employees, agents, officers and assigns, and for its personal property and tenant's improvements and betterments. During the term of this Lease and any extension thereof, Lessee shall maintain in force a policy or policies of insurance providing: comprehensive general liability coverage of not less than \$1,000,000.00 limit per occurrence, including coverage for property damage, bodily injury and wrongful death. Such insurance policy or policies shall name the "City of Hobbs, its branches, agencies, instrumentalities and public employees" as additional insured, and fire lightning and extended coverage, or "all risk" coverage, for at least 80% of the actual cash value of the Lease Property. All policies contemplated herein shall be primary. Lessee shall provide certificates of coverage evidencing compliance with this section which shall be attached to this Lease at the time of execution. Lessee shall notify Lessor within ten (10) calendar days after cancellation or expiration of any required coverage. Lessee shall indemnify and hold harmless the City of Hobbs, its agents, employees, officers, and elected officials against any and all claims in any way associated with Lessee's business or the use of the Lease Property for the same. Lessee shall notify Lessor within ten (10) calendar days of any action at law that may be brought against Lessee in any way associated with their use of the Lease Property.

19. Right to Terminate upon Breach of Condition of Agreement.

Either party may terminate this Lease upon the other party's substantial breach of any term or condition contained in this Lease, provided that the breaching party shall be given thirty (30) calendar days from the receipt of written notice of a substantial breach to cure the breach or to begin and proceed, with due diligence, to cure a breach that cannot be cured within thirty (30) days. In the event of a substantial breach, the non-breaching party shall give the breaching party written notice that describes the nature of the breach and notifies the breaching party that, unless the breach is cured within the time limits contained herein, the Lease shall terminate without further notice at the end of the cure period. Upon termination of the Lease, the Lessee shall surrender the Lease Property to the Lessor and shall be obligated to pay rent only to the date of surrender.

20. Special Damages.

If through Lessee's willful breach of any term or condition, Lessor may not lease the Lease Property or otherwise fulfill the business purpose of the property to the benefit of the taxpayers of Hobbs, New Mexico, Lessor may recover, in addition to any other damages, special damages, including the cost of value lost, remediation and mitigation costs and all other reasonably ascertainable costs connected with finding an alternate tenant for the Lease Property.

21. Lease Binding on Heirs and Assigns.

This Lease is binding upon the heirs, executors, administrators, personal representatives, assignees and successors-in-interest of the parties.

22. Amendments to be in Writing.

This Lease shall not be altered or amended except by instrument in writing executed by both the Lessor and Lessee.

23. Address for Notices, Payment of Rent, etc.

Notices required under this Lease and rental payments shall be made at the following address, except as changed by written notice to the opposite party:

To the LESSOR: City of Hobbs
 200 E. Broadway
 Hobbs, NM 88240
 (575) 397-9226
 (575) 397-9334 – fax
 sbaker@hobbsnm.org

To the LESSEE: EDC of Lea County
 200 E. Broadway,
 Suite A201
 Hobbs, NM 88240
 (575) 397-2039
 edclc@edclc.org

24. Merger of Prior Agreement.

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

25. Certificates and Documents Incorporated.

All certificates and documentation required by the provisions of this Lease shall be attached to the Lease at the time of execution, and are hereby incorporated in this written Lease to the extent they are consistent with its terms and conditions.

26. Environmental Safety.

Lessor warrants that the premises have undergone, if required, an environmental study the results of which show that the premises comply with any and all state environmental regulations. Alternatively, by accepting possession of the leased premises without a complete environmental study, Lessee waives all claims associated with any environmental hazard which threatens the life, health or safety of Lessee's business interests or employees. Lessor shall disclose any and all known or suspected hazards that result from any environmental study to Lessee prior to Lessee taking possession of the Leased Premises. Lessor shall not be held liable, in any cause of action, for hazardous conditions Lessor was not aware of, after due diligence, at the time of transfer of the Leased Premises to Lessee.

27. Notice.

The Procurement Code (NMSA 1978, §§ 13-1-28 through 13-1-199) imposes civil and misdemeanor criminal penalties for its violation. Additionally, the Hobbs Municipal Code Chapter 3 shall be adhered to at all times in negotiating and contracting by the City of Hobbs. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

28. Duty to Comply with NMSA 1978, § 3-54-1.

Pursuant to NMSA 1978, § 3-54-1, a municipality may lease any municipal facility or real property of any value normally leased in the regular operations of such facility or real property, and such lease shall not be subject to referendum. However, a municipality may lease any real property having an appraised value in excess of twenty-five thousand dollars (\$25,000) by public or private lease, subject to referendum provisions. Any lease of municipal facilities or real property in excess of twenty-five thousand dollars (\$25,000) shall be by ordinance of the municipality. As a result, the parties understand that the City of Hobbs City Commission reserves the right to reject this Lease, if the appraised value is in excess of twenty-five thousand dollars (\$25,000), by a majority vote so rejecting. Parties shall have no right to claim "detrimental reliance" or any other contractual theories as a result of a Commission vote

rejecting this Lease, or alternatively, a referendum petition by the voters of Hobbs, New Mexico which is aimed at overturning any Commission vote in favor of this Lease.

29. Miscellaneous.

This Lease shall be interpreted pursuant to the laws of the State of New Mexico. Venue and Jurisdiction shall lie exclusively in the Fifth Judicial District Court, Lea County, New Mexico.

If any provision of this Lease shall be deemed by a court of competent jurisdiction as illegal, unenforceable, or unconstitutional, the remainder of the Lease shall remain valid and enforceable as written.

By entering into this Lease, the City of Hobbs in no way waives or foregoes any protections afforded under the New Mexico Tort Claims Act (NMSA 1978, § 41-4-1, et seq.) or any other theories of law that afford immunity to government agencies and their officers and employees.

[All Necessary Signatures on the Next Page]

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

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By: _____
SAM D. COBB, Mayor

By: _____
JAN FLETCHER, City Clerk

By: _____
TOBY SPEARS, Finance Director

ATTEST:

EDC OF LEA COUNTY

By: _____
JENNIFER GRASSHAM, Pres. & CEO

By: _____
RUSS DOSS, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

EFREN A. CORTEZ, City Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 20, 2023

SUBJECT: CONSIDER APPROVAL OF A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HOBBS AND THE HOBBS MUNICIPAL SCHOOLS (HMS) FOR USE, ACCESS AND PARTICIPATION OF THE HOBBS HIGH SCHOOL GOLF TEAMS AT ROCKWIND COMMUNITY LINKS

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: June 12, 2023
SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

Previously, the City of Hobbs and the Hobbs Municipal Schools have agreed to two (2) MOU's regarding the use of Rockwind Community Links Golf Course for the Hobbs High School Golf Teams. The most recent of these agreements, which had a term of one year, renewable for three additional one year terms, has expired.

As in the previous agreement, the City of Hobbs is proposing to provide HMS with practice space on Mondays, Wednesdays, Thursdays, and Fridays from 4:00 p.m. to 6:00 p.m. during the school year on the driving range, access to the Par 3 Course and 18 Hole Course and two tournaments per year. The City will provide access for 30 golfers.

HMS compensated the City of Hobbs for use of Rockwind Community Links with a contribution of \$150,000.00 toward capital expenses in 2015. Additionally, Hobbs High School Golf Team members will pay for use of Rockwind as follows:

- \$7/\$7.50 to play the 18 Hole Course outside of traditional spring golf season on weekdays/weekends, respectively; there will be no fees charged to play the 18 Hole Course during the traditional spring season provided there are tee-times/space available.
- \$18 per person to rent a cart for 18 holes with a valid driver's license; Coaches will have the complimentary use of two golf carts during practice times
- There will be no fees charged to play the Par 3 Course at any time provided there are tee-times/space available.
- There will be no fees charged for members of the Hobbs High School Golf Team during tournaments hosted by Hobbs High School.
- There will be no fees charged for range balls.

Fiscal Impact

Reviewed by: 
Finance Department

The City of Hobbs received \$150,000.00 toward capital expenses at Rockwind Community Links in 2015. Additional revenue will be generated dependent on the number of 18 Hole Course greens fees, and cart fees.

Attachments: Resolution, Copy of the Memorandum of Understanding Between the City of Hobbs and the Hobbs Municipal Schools.

Legal Review:

Approved As To Form:

City Attorney

Recommendation:

Staff recommends that the Commission approve the Resolution.

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 7356

A RESOLUTION APPROVING AN AGREEMENT
BETWEEN THE CITY OF HOBBS AND THE HOBBS MUNICIPAL SCHOOLS
REGARDING THE USE OF ROCKWIND COMMUNITY LINKS
FOR THE HOBBS MUNICIPAL SCHOOLS' GOLF TEAMS.

WHEREAS, in 2015 the Hobbs Municipal Schools contributed \$150,000.00 in capital funds to the City of Hobbs for the construction of the Rockwind Community Links Golf Course; and

WHEREAS, the Hobbs Municipal Schools' Golf Teams continue to use the Rockwind Community Links Golf Course as their home course; and

WHEREAS, the partnership between the City of Hobbs and the Hobbs Municipal Schools for the use of the Rockwind Community Links has contributed to the success of the Hobbs High School Boy's and Girl's Golf Teams, including a State Championship for the Boy's Golf Team in 2021; and

WHEREAS, the Hobbs Municipal Schools will compensate the City of Hobbs as outlined in the agreement for use of the Rockwind Community Links Golf Course, and agree to the policies for use of the golf course by all golf team coaches and members;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is, authorized and directed to execute this Memorandum of Understanding (MOU) Agreement between the City of Hobbs and the Hobbs Municipal Schools, a copy of which is attached hereto and incorporated herein.

PASSED, ADOPTED AND APPROVED this 20th day of June, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

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

This Memorandum of Understanding is made this _____ day of _____, 2023, by and between the City of Hobbs (hereinafter "CITY") and the Hobbs Municipal Schools (hereinafter "SCHOOLS").

PURPOSE

The purpose of this agreement is to establish guidelines for the usage, access, and participation of SCHOOLS High School Golf Teams at Rockwind Community Links, which is property of CITY. CITY and SCHOOLS aim to promote a working relationship between each to achieve the best results for the community. CITY and SCHOOLS agree to cooperate as outlined in this Memorandum of Understanding.

DUTIES

I. CITY DUTIES

CITY will ensure the following obligations are met:

- A. CITY will provide practice space at Rockwind Community Links for SCHOOLS Golf Teams from 4 p.m. until 6 p.m. on Mondays, Wednesdays, Thursdays, and Fridays during the school year.
- B. CITY will determine the practice space available on a daily basis as determined at the sole discretion of the Rockwind Community Links General Manager, or designee.
- C. CITY will provide practice space for up to thirty (30) players per practice giving preference to SCHOOLS Varsity and JV teams. Any additional players may be included but additional space may or may not be provided which will be at the sole discretion of the Rockwind Community Links General Manager, or designee.
- D. CITY will provide a maximum of two (2) carts for the coaches' use at practice based on availability. Keys to said carts are to be picked up from and returned to the Golf Shop Staff.
- E. CITY will provide access for tee times on the 18-hole course and/or the Par 3 course during practice times, if such space

is available and use of both courses will be at the sole discretion of the Rockwind Community Links General Manager, or designee.

- F. CITY will provide access to Rockwind Community Links for two (2) High School Tournaments per year at no charge to the SCHOOLS. The SCHOOLS should schedule tournaments a minimum of two months in advance to assure that there are tee-times available. Members of the SCHOOLS Golf Teams will not pay tournament fees. All other tournament participants will pay the following fees:

Tournaments on Tuesdays	\$11.50 each
Tournaments on Weekdays (Mondays, Wednesdays, Thursdays)	\$12.75 each
Tournaments on Weekends/Holidays	\$15.00 each

- G. CITY will provide daily access for "personal practice" to a maximum of thirty (30) members of SCHOOLS Golf Teams. The following rates will apply:
 1. Students will receive complimentary range balls;
 2. Students with a valid driver's license may rent a cart for \$18.00 per person;
 3. Students may play the 18-hole course and Par 3 Course at no charge provided, at the sole discretion of the Rockwind Community Links General Manager, there are tee-times/space available
- H. CITY will manage availability, at the sole discretion of the Rockwind Community Links General Manager, of driving range space and tee times for "personal practice" for members of SCHOOLS Golf Teams.
- I. CITY shall reserve the right to permanently dismiss members and/or coaches from Rockwind Community Links for damage intentionally inflicted to and/or theft of CITY property.
- J. Outside of the SCHOOLS traditional spring golf season, the CITY will provide free use of range balls, the driving range and the Par 3 Course to the thirty (30) players listed by the SCHOOLS in Item C above provided there is space available which will be at the sole discretion of the Rockwind Community Links General Manager, or designee.

- K. Outside of SCHOOLS traditional spring golf season, CITY will provide tee times on the 18-Hole course at the cost of \$7 on Weekdays and \$7.50 on Weekends/Holidays to the thirty (30) players listed by the SCHOOLS in Item C above. The SCHOOL'S players will adhere to all rules and regulations, and policies in the scheduling of the tee-times as the general public.

II. SCHOOLS DUTIES

SCHOOLS will ensure the following obligations are met:

- A. SCHOOLS will provide CITY with a list of all Golf Team members at the commencement of each High School Golf season. Players not listed will not be offered the privileges entailed herein;
- B. SCHOOLS will ensure that all Golf Team members and coaches check in with the golf shop prior to playing either the 18-hole course or the Par 3 course. SCHOOLS further understand that failure to abide by this requirement will result in dismissal of non-compliant individuals.
- C. SCHOOLS will ensure that all Golf Team members and coaches are appropriately dressed in golf attire at all times while playing/practicing at Rockwind Community Links. The following list shall serve as a guideline for attire:
 - 1. Collared shirts are required;
 - 2. Tennis shoes or golf shoes are required;
 - 3. Cut-off shirts are unacceptable;
 - 4. Cut-off shorts are unacceptable;
 - 5. T-shirts are unacceptable.
- D. SCHOOLS will ensure best practices and reasonable care are exercised in use and daily upkeep of Rockwind Community Links.
- E. SCHOOLS will ensure that all Golf Team members and coaches sand divots on the range and fix ball marks following practice.
- F. SCHOOLS will schedule all qualifying events in which tee times will be required at least one (1) week prior to the event.

- G. SCHOOLS will ensure that all Golf Team members and coaches act in a manner that is respectful to Rockwind Community Links course, facility, staff members, and other guests. SCHOOLS understand that any violation will result in possible dismissal from the program and, depending on the severity of each violation; the violators may be permanently banned from Rockwind Community Links.

MERGER OF AGREEMENT

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

SOVEREIGN IMMUNITY

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

LIABILITY

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

THIRD PARTY BENEFICIARIES

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

INSURANCE

Both the City of Hobbs and the Hobbs Municipal Schools will maintain liability insurance or qualify as a self-insured entity, as required by law.

TERM

This Memorandum of Understanding shall continue in full force and effect, for a period of one (1) year term with the option for three additional one year terms. Either side may terminate or renew this agreement with thirty (30) days advanced written notice.

SEVERABILITY

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

NO ORAL MODIFICATION

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

GOVERNING LAW

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

EFFECTIVE DATE

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

HOBBS MUNICIPAL SCHOOLS

BY: _____
Gary Eidson
President

Date: _____

BY: _____
Gene Strickland
Superintendent

Date: _____

CITY OF HOBBS

BY: _____
Sam Cobb
Mayor

Date: _____

BY: _____
Manny Gomez
City Manager

Date: _____

Approved as to Form:

By: _____
Efren A. Cortez
City Attorney

Date: _____

By: _____
Attorney for Hobbs Municipal Schools

Date: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 20, 2023

SUBJECT: CONSIDER APPROVAL OF A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HOBBS AND NEW MEXICO JUNIOR COLLEGE (NMJC) FOR USE, ACCESS AND PARTICIPATION OF NMJC'S MEN'S AND WOMEN'S GOLF TEAMS AT ROCKWIND COMMUNITY LINKS.

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: June 12, 2023
SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

Previously, the City of Hobbs and the New Mexico Junior College have agreed to two (2) MOU's regarding the use of Rockwind Community Links Golf Course for the NMJC's Men's Golf Team. The most recent of these agreements, which had a term of one year, renewable for three additional one year terms, has expired. NMJC has recently added a Women's Golf Program to their Athletic Department and the previous agreement has been revised to include the addition of the NMJC Women's Golf Team.

The City of Hobbs is proposing to provide NMJC with practice space three days per week during the school year on the driving range, access to the Par 3 Course and 18 Hole Course, one (1) tournament per year, for the Men's Golf Program, and one (1) tournament per year, for the Women's Golf Program. The City will provide access for 30 NMJC golfers (fifteen per team).

The MOU requires NMJC to compensate the City, as follows, for the use of Rockwind Community Links:

- \$242 per semester for each golfer; additional golfers, beyond the fifteen (15) per team can be added with approval of the Rockwind Community Links Golf Professional/General Manager.
- Golfers can play both the 18 Hole Course and Par 3 Course, at no charge, during the school year, if space is available; outside the school year golfers will pay \$7/\$7.50 to play the 18 Hole Course, and there will be no charge to play the Par 3 Course.
- \$18 per person, year-round, to rent a cart for 18 holes with a valid driver's license; Coaches will have the complimentary use of two golf carts during school year practice times.
- NMJC will pay \$11.50 per participant for all tournaments held on Tuesdays; \$12.75 per participant for tournaments held on Mondays, Wednesdays, Thursdays; \$15 per participant for tournaments held on Fridays, Saturdays, Sundays and holidays.
- There will be no fees charged for range balls during the school year. Outside the school year, golfers will pay for range balls.

Fiscal Impact

Reviewed by: 
Finance Department

The City of Hobbs will receive revenue of \$7,260 per semester (\$15,520 per academic year) if there are fifteen golfers on the NMJC's Men's and Women's Golf Teams. Additional revenue will be generated dependent on the number 18 Hole Course greens fees, cart fees and tournament participants.

Attachments: Resolution, Copy of Memorandum of Understanding Between New Mexico Junior College and the City of Hobbs

Legal Review:

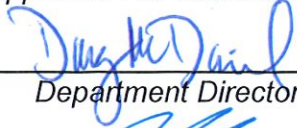
Approved As To Form:

City Attorney

Recommendation:

Staff recommends that the Commission approve the Resolution.

Approved For Submittal By:



Department Director



City Manager

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

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Approved _____

Denied _____

Other _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 7357

A RESOLUTION APPROVING AN AGREEMENT
BETWEEN THE CITY OF HOBBS AND THE NEW MEXICO JUNIOR COLLEGE
REGARDING THE USE OF ROCKWIND COMMUNITY LINKS
FOR THE NEW MEXICO JUNIOR COLLEGE'S GOLF TEAMS.

WHEREAS, in 2015 the New Mexico Junior College Men's Golf Team began using the Rockwind Community Links Golf Course as their Home Course; and

WHEREAS, the New Mexico Junior College has recently added a Women's Golf Program to their Athletic Department; and

WHEREAS, both the New Mexico Junior College's Men's and Women's Golf Team desire to use the Rockwind Community Links Golf Course for team practices, qualifying, and tournaments; and

WHEREAS, the New Mexico Junior College will compensate the City of Hobbs as outlined in the agreement for use of the Rockwind Community Links Golf Course, and agree to the policies for use of the golf course by all golf team coaches and members;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is, authorized and directed to execute this Memorandum of Understanding (MOU) Agreement between the City of Hobbs and the New Mexico Junior College, a copy of which is attached hereto and incorporated herein.

PASSED, ADOPTED AND APPROVED this 20th day of June, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE NEW MEXICO JUNIOR COLLEGE AND THE
CITY OF HOBBS**

This Memorandum of Understanding is made this _____ day of _____, 2023, by and between the City of Hobbs (hereinafter "CITY") and the New Mexico Junior College (hereinafter "NMJC").

PURPOSE

The purpose of this agreement is to establish guidelines for the usage, access, and participation of NMJC Men's and Women's Golf Teams at Rockwind Community Links, which is property of CITY. CITY and NMJC aim to promote a working relationship between each to achieve the best results for the community. CITY and NMJC agree to cooperate as outlined in this Memorandum of Understanding.

DUTIES

I. CITY DUTIES

CITY will ensure the following obligations are met:

- A. CITY will provide practice space at Rockwind Community Links for NMJC Men's and Women's Golf Teams three days a week during the school year, which include the months August through December and January through May each year.
- B. CITY will determine the specific practice space available as described in Section A, above, at the sole discretion of the Rockwind Community Links General Manager, or designee.
- C. CITY will provide practice space for up to fifteen (15) student-athletes from each of the NMJC Varsity Golf Teams (Men's (15) and Women's (15)) (hereinafter "Members"), per practice. Additional student-athletes who may have been added to either the Men's and Women's GOLF Team Rosters beyond the indicated fifteen (15) Members for each program per practice may also be considered pending further discussion and mutual agreement between the CITY and NMJC.
- D. CITY will provide a maximum of two (2) carts for the coaches' use at practice based on availability. Keys to said

carts are to be picked up from and returned to the Golf Shop Staff.

- E. CITY will provide access for tee times on the 18-hole course and/or the Par 3 course during practice times that occur during the school year, if such space is available.
- F. CITY will provide access to Rockwind Community Links for one (1) Collegiate Tournament per year Men's Golf and (1) Collegiate Tournament per year for Women's Golf. The following tournament rates will apply:
 - 1. All participants will pay the following fees:
 - Tuesday Events: \$11.50 per participant
 - Monday, Wednesday, Thursday events: \$12.75 per participant
 - Friday, Saturday, Sunday, and Holiday events: \$15.00 per participant
- G. During the school year, CITY will provide access as described in Section A., above, to a maximum of thirty (30) members. Additionally student-athletes who may have been added to either the Men's or Women's Golf Team Rosters beyond the indicated fifteen (15) total Members for each program may also be considered pending further discussion and mutual agreement between CITY and NMJC. During the school year:
 - 1. Members will receive complimentary range balls.
 - 2. Members with a valid driver's license may rent a cart for \$18.00 per person.
 - 3. NJMC will provide \$242 per member, each semester, to CITY prior to the commencement of the program. Members who are added mid-semester will be charged the full \$242 when added.
- H. The following rates will apply to Members' use of the courses outside the school year:
 - 1. Members will pay for range balls;
 - 2. Members with a valid driver's license may rent a cart for \$18.00 per person;
 - 3. Members may play the 18-hole course for a fee of \$7.00 on Weekdays; \$7.50 on Weekends/Holidays and will

book tee-times with the Rockwind Community Links Golf Shop.

4. Members may play the Par 3 course for no charge.

- I. CITY will manage availability of driving range space and tee times for members of NMJC's Golf Teams at all times.
- J. CITY shall reserve the right to permanently ban Members and/or coaches from Rockwind Community Links for damage intentionally inflicted to and/or theft of CITY property.

II. NMJC DUTIES

NMJC will ensure the following obligations are met:

- A. NMJC will provide CITY with a list of all Golf Team members at the commencement of each semester. Players not listed will not be offered the privileges entailed herein;
- B. NMJC will ensure that all Golf Team members and coaches check in with the golf shop prior to playing either the 18-hole course or the Par 3 course. NMJC further understands that failure to abide by this requirement will result in dismissal of non-compliant individuals.
- C. NMJC will ensure that all Golf Team members and coaches are appropriately dressed in golf attire at all times while playing/practicing at Rockwind Community Links. The following list shall serve as a guideline for attire:
 - 1. Collared shirts are required;
 - 2. Tennis shoes or golf shoes are required;
 - 3. Cut-off shirts are unacceptable;
 - 4. Cut-off shorts are unacceptable;
 - 5. Denim clothing is unacceptable;
 - 6. T-shirts are unacceptable.
- D. NMJC will ensure best practices and reasonable care are exercised by its Members and coaches in their use of Rockwind Community Links and City equipment.
- E. NMJC will ensure that all Golf Team members and coaches sand divots on the range and fix ball marks following practice.

- F. NMJC will schedule all qualifying events in which tee times will be required at least one (1) week prior to the event.
- G. NMJC will ensure that all Golf Team members and coaches act in a manner that is respectful to Rockwind Community Links course, facility, staff members, and other guests. NMJC understands that any violation will result in possible dismissal from the program and, depending on the severity of each violation; the violators may be permanently banned from Rockwind Community Links.

MERGER OF AGREEMENT

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

SOVEREIGN IMMUNITY

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

LIABILITY

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

THIRD PARTY BENEFICIARIES

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

INSURANCE

The CITY and the NMJC each will either maintain liability insurance covering the activities and agreements contemplated by this Memorandum of Understanding or qualify as a self-insured entity, as required by law.

TERM

This Memorandum of Understanding shall continue in full force and effect, for a period of one (1) year term with the option for three (3) additional one year terms. Either side may terminate or renew this agreement with thirty (30) days advanced written notice.

SEVERABILITY

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

GOVERNING LAW

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

EFFECTIVE DATE

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

NEW MEXICO JUNIOR COLLEGE

BY: _____
Dr. Derek Moore
President

Date: _____

CITY OF HOBBS

BY: _____
Sam Cobb
Mayor

Date: _____

BY: _____
Manny Gomez
City Manager

Date: _____

Approved as to Form:

By: _____
Efren A. Cortez
City Attorney

Date: _____

By: _____
Scotty Holloman
NMJC General Counsel

Date: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 20, 2023

SUBJECT: CONSIDER APPROVAL OF A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HOBBS AND THE UNIVERSITY OF THE SOUTHWEST (USW) FOR USE, ACCESS AND PARTICIPATION OF USW'S MEN'S & WOMEN'S GOLF TEAMS AT ROCKWIND COMMUNITY LINKS.

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: June 12, 2023
SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

Previously, the City of Hobbs and the University of the Southwest have agreed to two (2) MOU's regarding the use of Rockwind Community Links Golf Course for the USW Golf Teams. The most recent of these agreements, which had a term of one year, renewable for three additional one year terms, has expired.

As in the previous agreement, the City of Hobbs is proposing to provide USW with practice space three days per week during the school year on the driving range, access to the Par 3 Course and 18 Hole Course and two tournaments per year, one for the Men's Golf Program and one for the Women's Golf Program. The City will provide access for 24 golfers (12 Men, 12 Women).

USW is willing to compensate the City of Hobbs for use of Rockwind Community Links, as follows:

- \$242 per semester for each golfer; additional golfers, beyond the twelve (12) per team can be added with approval of the Rockwind Community Links Golf Professional/General Manager.
- Golfers can play both the 18 Hole Course and Par 3 Course, at no charge, during the school year, if space is available; outside the school year golfers will pay \$7/\$7.50 to play the 18 Hole Course, and there will be no charge to play the Par 3 Course.
- \$18 per person, year-round, to rent a cart for 18 holes with a valid driver's license; Coaches will have the complimentary use of two golf carts during school year practice times.
- USW will pay \$11.50 per participant for all tournaments held on Tuesdays; \$12.75 per participant for tournaments held on Mondays, Wednesdays, Thursdays; \$15 per participant for tournaments held on Fridays, Saturdays, Sundays and holidays.
- There will be no fees charged for range balls during the school year. Outside the school year, golfers will pay for range balls.

Fiscal Impact

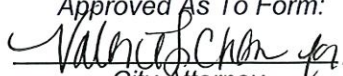
Reviewed by: _____

Finance Department

The City of Hobbs will receive revenue of \$5,808 per semester (\$11,616 per academic year) if there are twelve golfers on each of the USW Men's & Women's Golf Teams. Additional revenue will be generated dependent on the number of 18 Hole Course greens fees, cart fees, and tournament participants.

Attachments: Resolution, Copy of the Memorandum of Understanding Between the City of Hobbs and the University of the Southwest.

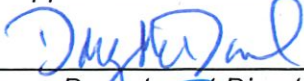
Legal Review:

Approved As To Form:

City Attorney

Recommendation:

Staff recommends that the Commission approve the Resolution.

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 7358

A RESOLUTION APPROVING AN AGREEMENT
BETWEEN THE CITY OF HOBBS AND THE UNIVERSITY OF THE SOUTHWEST
REGARDING THE USE OF ROCKWIND COMMUNITY LINKS
FOR THE UNIVERSITY OF THE SOUTHWEST'S GOLF TEAMS.

WHEREAS, in 2015 the University of the Southwest began using the Rockwind Community Links Golf Course as their Home Course; and

WHEREAS, both the University of the Southwest's Men's and Women's Golf Team desire to use the Rockwind Community Links Golf Course for team practices, qualifying, and tournaments; and

WHEREAS, the University of the Southwest will compensate the City of Hobbs as outlined in the agreement for use of the Rockwind Community Links Golf Course, and agree to the policies for use of the golf course by all golf team coaches and members;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is, authorized and directed to execute this Memorandum of Understanding (MOU) Agreement between the City of Hobbs and the University of the Southwest, a copy of which is attached hereto and incorporated herein.

PASSED, ADOPTED AND APPROVED this 20th day of June, 2023.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNIVERSITY OF THE SOUTHWEST AND THE
CITY OF HOBBS**

This Memorandum of Understanding is made this _____ day of _____, 2023, by and between the City of Hobbs (hereinafter "CITY") and the University of the Southwest (hereinafter "USW").

PURPOSE

The purpose of this agreement is to establish guidelines for the usage, access, and participation of USW Men's and Women's Golf Teams at Rockwind Community Links, which is property of CITY. CITY and USW aim to promote a working relationship between each to achieve the best results for the community. CITY and USW agree to cooperate as outlined in this Memorandum of Understanding.

DUTIES

I. CITY DUTIES

CITY will ensure the following obligations are met:

- A. CITY will provide practice space at Rockwind Community Links for USW Men's and Women's Golf Teams three days a week during the school year, which include the months August through December and January through May each year.
- B. CITY will determine the specific practice space available as described in Section A, above, at the sole discretion of the Rockwind Community Links General Manager, or designee.
- C. CITY will provide practice space for up to twelve (12) student-athletes from each of the USW Varsity Golf Teams (Men's (12) and Women's (12)) (hereinafter "Members"), per practice. Additional student-athletes who may have been added to either the Men's and Women's GOLF Team Rosters beyond the indicated twelve (12) Members for each program per practice may also be considered pending further discussion and mutual agreement between the CITY and USW.
- D. CITY will provide a maximum of two (2) carts for the coaches' use at practice based on availability. Keys to said

carts are to be picked up from and returned to the Golf Shop Staff.

- E. CITY will provide access for tee times on the 18-hole course and/or the Par 3 course during practice times that occur during the school year, if such space is available.
- F. CITY will provide access to Rockwind Community Links for one (1) Collegiate Tournament per year for Men's Golf and (1) Collegiate Tournament per year for Women's Golf. The following tournament rates will apply:
 - 1. All participants will pay the following fees:
 - Tuesday Events: \$11.50 per participant
 - Monday, Wednesday, Thursday events: \$12.75 per participant
 - Friday, Saturday, Sunday, and Holiday events: \$15.00 per participant
- G. During the school year, CITY will provide access as described in Section A., above, to a maximum of twenty-four (24) members. Additionally student-athletes who may have been added to either the Men's or Women's Golf Team Rosters beyond the indicated twelve (12) total Members for each program may also be considered pending further discussion and mutual agreement between CITY and USW. During the school year:
 - 1. Members will receive complimentary range balls.
 - 2. Members with a valid driver's license may rent a cart for \$18.00 per person.
 - 3. USW will provide \$242 per member, each semester, to CITY prior to the commencement of the program. Members who are added mid-semester will be charged the full \$242 when added.
- H. The following rates will apply to Members' use of the courses outside the school year:
 - 1. Members will pay for range balls;
 - 2. Members with a valid driver's license may rent a cart for \$18.00 per person;
 - 3. Members may play the 18-hole course for a fee of \$7.00 on Weekdays; \$7.50 on Weekends/Holidays and will

book tee-times with the Rockwind Community Links Golf Shop.

4. Members may play the Par 3 course for no charge.
- I. CITY will manage availability of driving range space and tee times for members of USW's Golf Teams at all times.
- J. CITY shall reserve the right to permanently ban Members and/or coaches from Rockwind Community Links for damage intentionally inflicted to and/or theft of CITY property.

II. USW DUTIES

USW will ensure the following obligations are met:

- A. USW will provide CITY with a list of all Golf Team members at the commencement of each semester. Players not listed will not be offered the privileges entailed herein;
- B. USW will ensure that all Golf Team members and coaches check in with the golf shop prior to playing either the 18-hole course or the Par 3 course. USW further understands that failure to abide by this requirement will result in dismissal of non-compliant individuals.
- C. USW will ensure that all Golf Team members and coaches are appropriately dressed in golf attire at all times while playing/practicing at Rockwind Community Links. The following list shall serve as a guideline for attire:
 1. Collared shirts are required;
 2. Tennis shoes or golf shoes are required;
 3. Cut-off shirts are unacceptable;
 4. Cut-off shorts are unacceptable;
 5. Denim clothing is unacceptable;
 6. T-shirts are unacceptable.
- D. USW will ensure best practices and reasonable care are exercised by its Members and coaches in their use of Rockwind Community Links and City equipment.
- E. USW will ensure that all Golf Team members and coaches sand divots on the range and fix ball marks following practice.

- F. USW will schedule all qualifying events in which tee times will be required at least one (1) week prior to the event.
- G. USW will ensure that all Golf Team members and coaches act in a manner that is respectful to Rockwind Community Links course, facility, staff members, and other guests. USW understands that any violation will result in possible dismissal from the program and, depending on the severity of each violation; the violators may be permanently banned from Rockwind Community Links.

MERGER OF AGREEMENT

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

SOVEREIGN IMMUNITY

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

LIABILITY

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

THIRD PARTY BENEFICIARIES

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

INSURANCE

The CITY and the NMJC each will either maintain liability insurance covering the activities and agreements contemplated by this Memorandum of Understanding or qualify as a self-insured entity, as required by law.

TERM

This Memorandum of Understanding shall continue in full force and effect, for a period of one (1) year term with the option for three (3) additional one year terms. Either side may terminate or renew this agreement with thirty (30) days advanced written notice.

SEVERABILITY

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

GOVERNING LAW

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

EFFECTIVE DATE

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

UNIVERSITY OF THE SOUTHWEST

BY: _____
Dr. Ryan Tipton
Interim President

Date: _____

CITY OF HOBBS

BY: _____
Sam Cobb
Mayor

Date: _____

BY: _____
Manny Gomez
City Manager

Date: _____

Approved as to Form:

By: _____
Efren A. Cortez
City Attorney

Date: _____

By: _____
Attorney for University of the Southwest

Date: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 20, 2023

SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH KENNY KIM AND JOY FIELD DBA KIMJOY GROUP, LLC FOR MANAGEMENT AND OPERATION OF THE RESTAURANT AND CATERING SERVICE AT ROCKWIND COMMUNITY LINKS

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: June 15, 2023
SUBMITTED BY: Valerie S. Chacon, Deputy City Attorney

Summary: On May 15, 2023, the Commission awarded restaurant, food, beverage and catering services at Rockwind Community Links to Kenny Kim and Joy Field via RFP 543-23. Staff were authorized to proceed with negotiating a professional services agreement for the Commission's review and approval.

Kenny Kim and Joy Field will conduct business as KimJoy Group, LLC and will be the exclusive manager and operator of the restaurant at Rockwind, including all alcohol dispensed at Rockwind. KimJoy Group, LLC will pay the City \$1,000.00 per month and 3% of its gross sales as documented in its monthly gross receipts tax filings. The City is entitled to host up to three major events each year and will be entitled to 80% of the net income after KimJoy Group, LLC's pre-approved expenses for each major event.

The parties have negotiated the provision of necessary equipment, supplies, staff, and décor and set those provisions forth in the Agreement. The term of the professional services agreement is for one year with up to three additional one-year renewal periods. The Agreement sets forth manners in which to track financial condition and performance evaluation of the endeavor.

Fiscal Impact: Reviewed By: Finance Department

The City will be paid \$1,000.00 each month and 3% of gross sales as documented in the monthly gross receipts tax filings. The City will be entitled to sponsor up to three major events each year and will be entitled to 80% of the net income after KimJoy Group, LLC's pre-approved expenses for each major event.

Attachments: Proposed Professional Services Agreement and Exhibits

Legal Review: Approved As To Form: City Attorney

Recommendation: The Commission should consider approving the Professional Services 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.

PROFESSIONAL SERVICES AGREEMENT

CITY OF HOBBS – KENNY KIM AND JOY FIELD, DBA KIMJOY GROUP, LLC

WHEREAS, NMSA 1978, §3-17-1, 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 of Hobbs, Lea County, New Mexico (“City”) and the Hobbs City Commission have 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 Hobbs, New Mexico; and

WHEREAS, the City is the owner of Rockwind Community Links Golf Course (“Rockwind”) located at 5001 Jack Gomez Blvd., Hobbs, NM; and

WHEREAS, on April 25, 2023, the City issued a Request for Proposals for providing Quick-Service Restaurant, Food & Beverage and Catering Services at Rockwind. Kenny Kim and Joy Field, DBA KimJoy Group, LLC (“Contractor”) was determined the best qualified proposer; and

WHEREAS, the City desires to engage Contractor to manage and operate Rockwind restaurant, food, beverage and catering services, on behalf and for the benefit of City, and Contractor desires to accept such engagement, pursuant to the terms and conditions herein; and

NOW, THEREFORE, for and in consideration of the foregoing, the mutual covenants and promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1.0 SCOPE OF SERVICES

1. City hereby engages Contractor to act as the sole and exclusive manager and operator of Rockwind restaurant and catering services, subject to and as more fully described in this Agreement, and, in connection with, to perform the services described in Exhibit “1”, attached hereto.
2. Contractor hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement.
3. Lease of Liquor License: The parties acknowledge that City has procured and maintains a governmental liquor license pursuant to NMSA 1978, §60-6A-10. City shall lease to Contractor, as part of this Agreement, the liquor license, to be used exclusively for the operation at the Rockwind facility. Contractor agrees to designate a qualified employee or agent to serve as the designated representative to meet the requirements for issuance

and maintenance of the license. Contractor agrees all activities conducted by Contractor associated with the operation of the liquor license shall strictly conform to New Mexico law and regulations of the New Mexico Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department. Contractor shall ensure it receives approval from Alcohol and Gaming to act as Lessee under City's Governmental Liquor License. All income and proceeds from alcohol sales shall be considered "revenue" in determining gross sales under this Agreement. City, with the cooperation of Contractor, shall complete the administrative process for Contractor to become City's Lessee and City shall pay the administrative fees associated with the modification.

2.0 TERM & TERMINATION

1. This Agreement, shall commence on July 1, 2023, and pursuant to NMSA 1978, §13-1-150(B), shall be for one (1) year, subject to termination as described herein.
2. This Agreement may be renewed for up to three (3) one-year extensions with the mutual written consent of the parties. Mutual written consent to renew this Agreement must be executed prior to expiration of the then current one-year term. This Agreement shall be construed so as to provide for a continuity of services for the benefit of the general public. In the event all extensions are exhausted as contemplated herein, Contractor shall continue to provide services under this Agreement until such time as a new agreement is executed, or a new manager and operator occupies the restaurant at Rockwind pursuant to a professional services agreement, whichever is earlier.
3. If the parties mutually agree to terminate this Agreement, the parties shall work together to transition the subsequent manager and operator, however, termination shall not occur less than one hundred twenty (120) days after the parties enter a written agreement to terminate. Unless specifically objected to by City, Contractor shall continue to provide services until such time as a subsequent manager and operator occupies the restaurant at Rockwind. If the parties mutually agree to terminate this Agreement, City reserves the right to issue a Request for Qualifications for providing restaurant, food, beverage and catering services at Rockwind during the transition time contemplated herein.
4. Either party may terminate, for cause, upon thirty-days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty-day notification period. Such notification shall be in writing subject to paragraph 11.0(6) herein. If this Agreement is terminated for cause following a thirty-days written notice and subsequent failure to cure, City and Contractor may agree in writing to provide for continuity of services, until such time as a Request for Qualifications for providing restaurant, food, beverage and catering services at Rockwind can be issued and awarded. In the alternative, City reserves the right to proceed without restaurant, food, beverage and catering services until such time as an award to a subsequent manager and operator is made.

5. Upon conclusion of this Agreement for any of the reasons outlined above and transfer of occupancy of the restaurant to a subsequent manager and operator, Contractor shall (i) promptly discontinue the performances of all services hereunder, (ii) deliver or otherwise make available to City all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the facility as may have been accumulated by Contractor in performing its obligations hereunder, whether complete or in progress, and (iii) assign to City, or at the City's discretion the subsequent manager and operator, all contracts or leases entered into by Contractor in furtherance of its duties hereunder, who shall accept such contracts and perform all obligations thereunder following the expiration or termination date.
6. In addition to any other cause for termination, "cause" shall exist to terminate this Agreement in the event Contractor exhibits deficient performance as further outlined in Section 3.0, and fails to cure the same within the thirty-day notice period outlined in subsection 4 above.
7. The remedies described in this Section 2.0 shall be in addition to any other remedies the parties may be entitled to, either by virtue of the terms of this Agreement, at law, or in equity as a result of a breach or termination of this Agreement.

3.0 EVALUATION OF PERFORMANCE

1. City, through the City Manager or his/her designee (i.e., Golf Pro and Recreation Director), shall conduct quarterly, or at a frequency deemed necessary by City Manager, performance evaluations of the performance of Contractor at Rockwind. City also reserves the right to conduct periodic evaluations following any event at Rockwind. The performance evaluations shall be conducted in a manner determined as most effective for City. The performance evaluations shall be designed to ensure the general public is receiving the best possible service from Contractor at Rockwind.
2. Contractor shall be entitled to performance evaluation criteria so as to meet the standards and expectations of City in rendering service to the general public. However, Contractor shall not be entitled to prior notice of any performance evaluations.
3. In the event Contractor's performance is found deficient, City shall provide Contractor with a thirty-day notice which shall state the deficiencies in Contractor's performance and shall make an affirmative statement of the City's intent to terminate the Agreement in the event that Contractor does not cure said deficiencies as outlined in Section 2.0(6) herein.
4. City, at its sole discretion, shall make the final determination as to whether or not the deficiency is cured. City shall be reasonable in all determinations regarding satisfaction of deficient performance. City's determination shall be final and binding on the parties.

5. Contractor shall timely address all complaints regarding their performance – whether from City or members of the general public. Contractor shall timely inform the City in writing of the resolution of each complaint.
6. All records discussed herein shall constitute “public records” subject to inspection pursuant to NMSA 1978, §14-2-1, et seq.

4.0 COMPENSATION

1. Contractor shall pay City \$1,000.00 per month, plus 3% of its gross sales on or before the 25th day of the following month (gross sales is determined by the monthly New Mexico Taxation and Revenue CRS Report). Contractor shall provide documentation of the 3% gross sales payment as determined by the CRS Report.
2. Gross sales shall include all income received by Contractor pursuant to its responsibilities under this Agreement, including, but not limited to, restaurant, bar and catering income, any cash incentive received from equipment, supplies, food or beverage vendors, income from tournaments, meetings, banquets, parties or weddings.
3. City is entitled, but not obligated, to sponsor up to three “major events” each year and shall be entitled to 80% of the net income from Contractor’s sales for each event after deduction of Contractor’s prior City-approved expenses for each event. As used herein, “major event” means any concert, exhibition, live performance, or event outside of non-professional golf tournaments and non-professional golf events.
4. City shall be entitled to conduct periodic audits of all monthly gross sales of Contractor at Rockwind, upon reasonable notice to Contractor and during ordinary business hours. All audits required by City shall be at City’s expense. Contractor shall cooperate with City in said audits.

5.0 OWNERSHIP/USE OF FACILITY

1. Data, equipment, furniture, technical equipment, displays, fixtures and similar property materials and any improvements made during the term, not specifically designated as to be provided by Contractor in Exhibit “2” herein shall at all times be owned by City. City shall provide equipment at restaurant as set forth in Exhibit “3” which shall at all times be owned by City. All designated equipment shall remain in the care and custody of the owner designated in Exhibits 2 and 3 upon termination or expiration of this Agreement.
2. City hereby gives Contractor the right and license to use facility, and Contractor accepts such right of use, for the sole purpose of performing the services herein specified, including the operation and maintenance of the restaurant dining room, kitchen, outdoor covered patio (subject to scheduling and prior approval of Rockwind General Manager) and any storage approved by Rockwind management (i.e., Golf Pro and Recreation Director).

3. City shall assign to Contractor, at no cost, parking spaces sufficient for all of Contractor's management staff. All other employees of Contractor shall park in the designated public parking spaces. Contractor's staff shall not park in any of the drop off or pick up areas at Rockwind. Rockwind General Manager has final authority over all parking issues.
4. Any and all scheduling of events outside of the restaurant, including the outdoor patio, shall be coordinated through the Rockwind management (i.e., Golf Pro and Recreation Director) and use by Contractor is subject to Rockwind management (i.e., Golf Pro and Recreation Director) approval.
5. In the event Contractor utilizes any portion of the facility they shall be responsible for cleaning and maintaining that portion of the facility immediately following its use.
6. Contractor shall be responsible for the maintenance and service of all grease traps, kitchen exhaust systems and ice machine on a regular basis and no less than quarterly. Service logs shall be kept on site and made available to the City upon request.
7. Repair of Equipment: The party who has ownership of each individual piece of equipment, as outlined in Exhibits 2 and 3, shall be responsible for all repairs and any necessary replacement of the same. Contractor may make emergency repairs to any City-owned equipment. Contractor must notify City of any emergency repairs within 24-hours of the emergency repair. In the event Contractor makes emergency expenditures for maintenance or repair of any City-owned piece of equipment, City will cause Contractor to be reimbursed for any such expenses reasonably incurred. If a City-owned piece of equipment is in need of a non-emergency repair, a work order request shall be submitted to: bldgmaint@hobbsnm.org stating the piece of equipment, a description of the issue and a requested timeline for completion.
8. Contractor shall provide day-to-day custodial service and basic maintenance of the bar and kitchen. City shall provide janitorial services for the restaurant space. The janitorial services listed below will be completed by the City's contractor. If other cleaning needs arise outside of this frequency, Contractor shall promptly address the same.
 - A. Daily services
 - i. Restaurant dining room: vacuum floors
 - ii. Patio: sweep, empty trash receptacles, vacuum entrance mats
 - B. Weekly services
 - i. Restaurant dining room: Dust furniture, artwork, etc., clean windows
 - ii. Patio: sweep entire patio
 - C. Monthly services
 - i. Patio: power wash patio
 - D. Quarterly services
 - i. Restaurant dining room: dust ceilings, clean light fixtures and cleaning carpet

9. Outside Food Vendors/Food Trucks: Notwithstanding the provisions in Section 1.0(1) of this Agreement, outside food vendors, including food trucks, may sell/provide food at Rockwind on the following conditions:
 - A. For events and tournaments that are hosted by one of Rockwind's stakeholders, namely First Tee, Hobbs Municipal Schools, NMJC, USW and City.
 - B. City Manager and his/her designee (i.e., Golf Pro and Recreation Director) reserves the right to authorize food trucks to provide food for other events.
10. City as owner of the facility, may periodically make capital improvements or modifications to the facility. Contractor may provide feedback and input for consideration regarding any capital improvements or modifications to the facility that it believes will improve customer service at Rockwind. City reserves the right to make any and all final decisions regarding capital improvements or modifications to the facility. City shall be responsible for the costs of the capital improvements or modifications contemplated herein. To provide capital improvements feedback or input Contractor may email sbaker@hobbsnm.org and cc: dmcdaniel@hobbsnm.org.
11. Contractor shall ensure storage meets general housekeeping and fire code approved status at all times and must comply immediately upon written notice from City.

6.0 PERSONNEL

1. All Contractor's staff and employees shall be engaged or hired by Contractor and shall be employees of Contractor and not City. Contractor shall select, in its sole discretion, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment/termination, relating to such personnel. Contractor agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. City agrees that Contractor shall be entitled to pay its employees, as an operating expense, bonuses and benefits in accordance with Contractor's current employee manual or as a reasonable amount for the locale.
2. Contractor shall employ sufficient number and qualified employees to perform all of its obligations under this Agreement. Additionally, Contractor shall ensure that all events, including but not limited to golf tournaments, are adequately staffed so as to meet the needs of the general public.
3. Contractor agrees to abide by all state and federal rules, regulations and laws pertaining to equal opportunity employment matters. In accordance with these laws and regulations, Contractor agrees to assure that no person shall, on the basis of race, color, natural origin, sex, age, handicap, medical condition, or any other protected classification, be discriminated against in regards to conditions of employment.

7.0 TAXES, ASSESSMENTS, GOVERNMENTAL FEES

1. Contractor agrees to pay all New Mexico Gross Receipts Tax, Federal and State Income Taxes, required wage withholding taxes for its employees, and all alcohol related taxes. City shall not be responsible for any of Contractor's tax obligations whatsoever.
2. Contractor agrees to pay all assessments and/or other required governmental licensing fees they may be required to pay pursuant to state and federal regulations. City shall not be responsible for any of Contractor's assessments and governmental licensing fees.
3. Contractor agrees to satisfy all debts and obligations to all liquor wholesalers utilized in the lease and operation of City's Governmental Liquor License. In the event City is placed on notice of any outstanding debt to any liquor wholesaler, City reserves the right to satisfy the debt and shall assess the cost of satisfaction to Contractor.

8.0 FISCAL RESPONSIBILITY / REPORTING

1. Contractor agrees to keep and maintain, at its office in the facility, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operation and management of the facility. Such records shall contain all entries reflecting Contractor's business operations at the facility under this Agreement. City shall have the right to audit and inspect such records from time to time during the term of this Agreement, upon reasonable notice to Contractor and during ordinary business hours.
2. Contractor agrees to provide to City monthly financial reports for the facility including a CRS Report, balance sheet aging reports on accounts receivable, and statement of revenues and expenditures for such month and year to date in accordance with generally accepted accounting principles. Contractor agrees to provide City a summary of bookings for each month and separate cash receipts and disbursement reports for each catering event held at the facility.
3. Contractor agrees to provide City, within one hundred twenty (120) days following the end of each operating year, a certified audit report on the accounts and records as kept by Contractor for the facility. Costs associated with obtaining such certified audit report shall be an operating expense of Contractor. Such audit shall be conducted in accordance with generally accepted auditing standards.

9.0 INDEMNIFICATION

1. Contractor agrees to defend, indemnify and hold harmless City, its commissioners, elected officials and employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorney fees even if City utilizes in-house counsel) liabilities, or damages (collectively, "Losses") suffered by such parties, arising out of or in connection with any (a) negligent act or omission, or intentional

misconduct, on the part of Contractor or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by Contractor of any of its representations, covenants or agreements made herein; except to the extent such Losses arise out of or relate to City's negligence, intentional misconduct, or failure to comply with the terms of this Agreement.

2. City agrees to indemnify Contractor only to such extent as allowed by New Mexico law, including any negligence or intentional tort City or its employees may be responsible for.
3. With respect to each separate matter brought by any third party against which a party hereto ("Indemnitee") is indemnified by the other party ("Indemnitor") under this paragraph 9.0, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may at its option participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may at its option assume control of such defense or resolution, if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter to which any indemnification may be sought hereunder, upon receiving notice of such matter, Indemnitee shall promptly (and in no event more than 20 days after any third-party litigation is commenced assessing such claim) give reasonable detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.
4. The obligations of the parties contained in this paragraph 9.0 shall survive the termination or expiration of this Agreement.

10.0 INSURANCE

1. Contractor agrees to maintain insurance in the manner and amounts as set forth in Exhibit "4", attached hereto, and shall provide to City, promptly following the effective date, a certificate of insurance evidencing such coverage. The insurance contemplated herein shall list City as an additional insured and shall be primary. Contractor shall maintain such referenced insurance coverage at all times during the term of this Agreement and shall not make any material modifications or changes to the coverage without the prior written consent of City. Each policy shall include a requirement that the insurer provide to City at least thirty-days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of such insurance shall be an operating expense for Contractor.

2. Contractor agrees to maintain appropriate dram shop liability coverage arising from its dispensing of alcoholic beverages under this Agreement.

11.0 Miscellaneous

1. Except as required by the New Mexico Inspection of Public Records Act, and any other statutory provision of the laws of the State of New Mexico, as the same now read or may be modified in the future, this Agreement and its terms, conditions, provisions, and contents, shall be kept strictly confidential and shall not be disclosed by either party hereto to any persons, except to such party's employees, attorneys, accountants, financial advisors and advertising agencies who have a need to know such information, and except in the case of a proceeding surrounding a dispute under this Agreement or as may otherwise be required by court order or applicable law, in which case such disclosure shall be conditioned on all reasonable steps being taken to maintain the confidentiality of the economic terms of this Agreement (unless applicable laws requires disclosure of such terms).
2. City is has taken legal steps to secure ownership of the name "Rockwind Grill" and the logo associated with Rockwind. Contractor shall have the right to use the name "Rockwind Grill" and the logo associated with Rockwind. For the duration of this Agreement, Contractor agrees to use the City's assigned name and logo in connection with the operation of the restaurant at Rockwind. The City will secure a service mark for the name "Rockwind Grill". In the event the City's efforts to secure a service mark are unsuccessful, City will rename the facility and pursue a service mark for the subsequent name. Contractor shall use the name then designated by the City in connection with the operation of the restaurant at Rockwind for the duration of this Agreement. Contractor shall take all prudent and appropriate measures to protect the trademark rights of City and its logos. All trademarks and service marks developed by City shall be and at all times remain the sole and exclusive property of City. Contractor agrees to execute any documentation requested by City from time to time to establish, protect or convey any such trademarks or service marks.
3. City agrees that in all advertisements placed by City for the facility or events at the facility, whether such advertisements are in print, on radio, television, the internet or otherwise, may include a designation that the facility is operated by Contractor.
4. Except as provided herein, neither party shall be obligated to perform, and neither party shall be deemed to be in default of its performances, if prevented by occurrences outside its reasonable control, including without limitation: (a) fire, earthquake, hurricane, wind, tornado, flood, act of God, riot, or civil unrest occurring at the facility; or (b) any law rule or ordinance, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, or governmental law and regulation; or (c) labor dispute which results in a strike or work stoppage, affecting the facility or services described in this Agreement. Notwithstanding the foregoing, a party's failure to make payments due hereunder shall not be considered to be a force majeure.

5. Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Any purported assignment in contravention of this paragraph shall be void.
6. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, or three days after mailed, if sent by registered or certified mail.

If to City:	If to Kenny Kim:	If Joy Field:
City of Hobbs City Manager 200 E. Broadway Hobbs, NM 88240	Kenny Kim P.O. Box 1481 Lovington, NM 88260	Joy Field P.O. Box 686 Lovington, NM 88260

7. If a court of competent jurisdiction or an arbitrator determines any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
8. This Agreement supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. This Agreement must be approved by the Resolution of the City of Hobbs City Commission. Any modifications to this Agreement must be in writing and approved by Resolution of the City of Hobbs City Commission.
9. The parties agree that this Agreement is to be construed by the laws of the State of New Mexico and any legal action to enforce or construe the terms of the Agreement shall be brought in Lea County, New Mexico only.
10. City and Contractor acknowledge and agree they are not joint venturers, partners, or joint owners with respect to the facility, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between City and Contractor. In operating the facility, entering into contracts, accepting reservations and conducting financial transactions for the facility, Contractor acts on behalf of and agent for City (but subject to the limitations on Contractor's authority as set forth in this Agreement) and assumes no independent contractual liability with respect to any obligations incurred in operating the facility or performing its obligations under this Agreement so long as Contractor doesn't exceed the authority granted by this Agreement.

IN WITNESS WHEREOF, each party hereto has caused this Professional Services Agreement to be executed on behalf of such party by an authorized representative as of the date set forth herein.

CITY OF HOBBS

KIMJOY GROUP, LLC

By: SAM D. COBB, Mayor

By: Kenny Kim

Date: _____

Date: _____

By: Joy Field

Date: _____

Attest:

Jan Fletcher, City Clerk

Approved as to Form:

Efren A. Cortez, City Attorney

EXHIBIT 1

Contractor shall provide the following service in its management of the Rockwind restaurant and catering services at Rockwind Community Links Golf Course, located at 5001 Jack Gomez Blvd., Hobbs, NM:

1. Quick-Service menu, Grab and Go menu, thoughtful hours of operation including breakfast, lunch, dinner (until 8pm) and bar (until 9pm);
 - a. Off-season/winter hours may be scheduled differently
2. Full service bar, operating as Lessee of City's liquor license;
3. Schedule facilities for meetings, banquets and weddings, shall be coordinated through the Rockwind General Manager (may include catering for events);
4. Provide staffing of beverage cart during peak play, tournaments and/or requested by the Rockwind General Manager;
5. Timely and responsive customer service (8-minute response time);
6. Establish and maintain positive relationships with local businesses, community groups, course tournament groups, existing Rockwind golf clubs and leagues, charitable organizations, and the community at-large;
7. Assist with providing customers opportunities to leave feedback via comment cards which the City will regularly review with the Quick-Service Restaurant operator. These may be used for performance evaluation purposes;
8. Promotion of Rockwind Community Links Golf Course and the sport of golf in Hobbs.

The definition of Quick-Service Restaurant per the City of Hobbs definition consists of the following:

- Limited menu items, generally consisting of burgers, wraps, sandwiches and/or pre-packaged salads;
- Most food ordered for takeaway;
- Price points typically range between \$5-\$8 per meal;
- These restaurants usually provide plastic seating and tabletops;
- Table service is rarely provided in a quick-service restaurant.

EXHIBIT 2

Contractor shall provide the following equipment in its management of the Rockwind restaurant and catering services at the Rockwind Community Links Golf Course, located at 5001 Jack Gomez Blvd., Hobbs, NM:

1. Adequate qualified staff to operate all aspects of its responsibilities herein, including, but not limited to, the restaurant, catering, bar and beverage cart(s), and service at all tournaments;
2. Plates, silverware, eating utensils, cooking utensils, pots, pans, glass ware, napkins, condiment containers, warming equipment, and all smallware item(s) required to operate the restaurant and catering business under this Agreement;
3. Point of sale (POS) electronic equipment, including all software and hardware;
4. Menus, signage, and digital media associated with the food service;
5. Any equipment not listed in Exhibit 3 that Contractor deems necessary for the provision of services to the general public.

EXHIBIT 3

City shall provide the following equipment, which is currently located at Rockwind, connected with the restaurant:

1. Equipment table;
2. Four burner stove top;
3. Prep table and freezer;
4. Sandwich table with cooler;
5. Walk-in cooler;
6. Dish table with sink;
7. Dish table clean side;
8. Dish sink trap;
9. Hand sink (2);
10. Reach-in freezer;
11. Ice unit;
12. Glass cooler;
13. Beer cooler;
14. Three-compartment sink;
15. Décor;
16. Patio furniture;
17. Flat Top.

EXHIBIT 4

Insurance Requirements (Minimum)

1. Commercial General Liability:
 - \$1,000,000.00 per occurrence
 - \$3,000,000.00 aggregate

2. Automobile Liability:
 - \$500,000.00 per accident (PI and PD combined single limit)

3. Workers Compensation:
 - Statutory Coverage

4. Dram Shop/Alcohol Liability