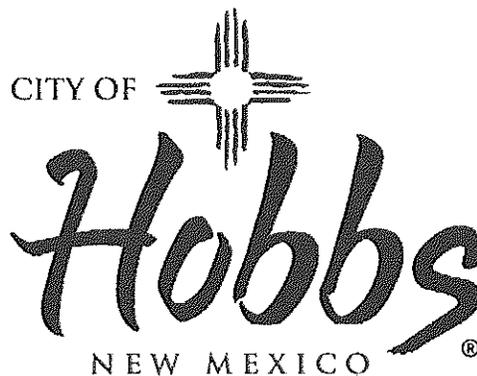


Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Jonathan Sena

Crystal G. Mullins

Joseph D. Calderón

Garry A. Buie

John W. Boyd

City Manager

J. J. Murphy

March 16, 2015



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

Monday, March 16, 2015 - 6:00 p.m.

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner - District 1

Jonathan Sena
Commissioner - District 2

Crystal Mullins
Commissioner - District 3

Joseph D. Calderón
Commissioner - District 4

Garry A. Buie
Commissioner - District 5

John W. Boyd
Commissioner - District 6

A G E N D A

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the March 2, 2015, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

PUBLIC COMMENTS *(For non-agenda items.)*

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

2. Resolution No. 6264 - Authorizing Appointments to the Lea County Water Users Association *(Mayor Sam Cobb)*

DISCUSSION

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

3. Resolution No. 6265 - Commitment to Implement an Asset Management Plan (*Tim Woomer*)
4. Consideration of Approval to Install Direct Digital Controls in Various City Buildings and Recommendation to Accept Proposal from Energy Control, Inc., in the Amount of \$388,790.78 (*Ronny Choate*)
5. Consideration of Approval of a Memorandum of Understanding and Field Use Agreement with the Hobbs Municipal Schools Regarding Veterans Memorial Complex (*J. J. Murphy*)
6. Consideration of Approval of a Memorandum of Understanding with the Hobbs Municipal Schools Regarding the Use of Rockwind Community Links (*J. J. Murphy*)
7. Consideration of Approval of a Memorandum of Understanding with the University of the Southwest (USW) for Use, Access and Participation of USW's Men's and Women's Golf Teams at Rockwind Community Links (*Doug McDaniel, Linda Howell*)
8. Consideration of Approval of Professional Services Agreement with Life Skills Fore Youth of the Pecos for the First Tee Program at Rockwind Community Links (*Doug McDaniel, Linda Howell*)
9. Consideration of Approval of Qualification of Pacific Rim, Inc., to Provide Restaurant, Food, Beverage and Catering Services at Rockwind Community Links (*Doug McDaniel, Linda Howell*)
10. Consideration of Approval of a CES Contract with Lasco Construction, Inc., for Reconstruction of the City Hall Employee Parking Lot in the Amount of \$178,337.64 (*Ronny Choate*)
11. Resolution No. 6266 - Authorizing Approval of Moving Expenses for New Hobbs Police and Fire Officers (*Mike Stone*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

12. Next Meeting Date:
 - ▶ Regular Meeting - **Monday, April 6, 2015**, at 6:00 p.m.

ADJOURNMENT

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9207 at least 72 hours prior to the meeting or as soon as possible.



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 16, 2015

SUBJECT: Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: March 11, 2015
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Meeting of March 2, 2015

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

Legal Review:

Approved As To Form: _____
City Attorney

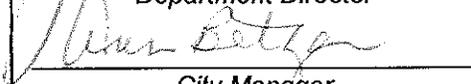
Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director



City Manager

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

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

Denied _____

File No. _____

Minutes of the regular meeting of the Hobbs City Commission held on Monday, March 2, 2015, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Call to Order and Roll Call

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

Mayor Sam D. Cobb
Commissioner Marshall R. Newman
Commissioner Jonathan Sena (arrived 6:05 p.m.)
Commissioner Crystal Mullins
Commissioner Joseph D. Calderón
Commissioner Garry A. Buie
Commissioner John W. Boyd

Also present:

J. J. Murphy, City Manager
Mike Stone, City Attorney
Chris McCall, Police Chief
Tim Kent, Fire Chief
Eric Enriquez, Director of Community Services
Barry Young, Deputy Fire Chief
Paul Thompson, Fire Captain
Manny Marquez, Building Official
Freddie Salgado, Community Engagement Representative
Todd Randall, City Engineer
Kevin Robinson, Development Coordinator
Ron Roberts, Information Technology Director
Tim Woomer, Utilities Director
Deborah Corral, Assistant Finance Director
Doug McDaniel, Parks and Recreation Director
Matt Hughes, Golf Superintendent
Britt Lusk, Teen Center Supervisor
Nikki Sweet, Human Resources Director
Robert Hamilton, Reference Librarian
Lindsay Chism, Director of Communications
Nicholas Goulet, Benefits & Safety Coordinator
Ann Betzen, Executive Assistant/Risk Manager
Sandra Boltshauser, Records Specialist
Mollie Maldonado, Deputy City Clerk
32 citizens

Mayor Cobb announced that Commissioner Sena will arrive after his speech at the "My Power" meeting.

Invocation and Pledge of Allegiance

Commissioner Mullins delivered the invocation and Commissioner Newman led the Pledge of Allegiance.

Approval of Minutes

Commissioner Newman moved that the minutes of the regular meeting held on February 17, 2015, be approved as presented. Commissioner Mullins seconded the motion and the vote was recorded as follows: Newman yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried.

Proclamation Proclamations and Awards of Merit

There were no proclamations or awards of merit presented.

Public Comments

Commissioner Sena arrived at 6:05 p.m.

Ms. Kerry Condarco encouraged the community to attend the Lea County Environmental Board meeting that will be held on Tuesday, March 3, 2015, at 5:30 p.m., at the Lea County Event Center regarding chaining dogs in the County. She stated it is currently legal to chain dogs in the County.

Mr. Barry Peters stated the City of Hobbs needs to encourage a better quality of healthcare. He stated he has elderly parents and has concerns about their well being when it comes to healthcare in Hobbs. Mr. Peters recommended to the City and Lea Regional Medical Center (LRMC) to take any available opportunity to reverse the negative trend in healthcare in the community.

Consent Agenda

Mayor Cobb explained the Consent Agenda and the process for removing an item from the Consent Agenda and placing it under Action Items.

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

Resolution No. 6258 - Authorizing an Appointment to the Lodgers' Tax Board.

Resolution No. 6259 - Approving the Submission of an Application for the Municipal Arterial Program (MAP) to the New Mexico Department of Transportation for College Lane Street Improvements.

Resolution No. 6260 - Approving the Submission of an Application for the New Mexico Local Government COOP Grant to the New Mexico Department of Transportation for Traffic Signal Improvements.

Commissioner Sena seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolutions, agreements and supporting documentation are attached and made a part of these minutes.

Discussion

Lea Regional Medical Center. Mr. Tim Thornell with LRMC presented an update of the operations at LRMC. He stated LRMC has earned the Chest Pain Accreditation for 2014, one of only four accreditations given in 2014. Mr. Thornell stated LRMC served 95,000 patients in 2014 and is one of the largest employers in the community with over 400 employees. He stated the closing of the local independent obstetrics services provider has had little impact on the hospital. He stated efforts are being made to recruit obstetric physicians and nurse practitioners to improve the quality of care in the community.

In response to Mayor Cobb's inquiry, Mr. Thornell stated the recommendations made by the Commission were well received and have not fallen on deaf ears. He stated January started the new fiscal year for the hospital and they have budgeted \$200,000,000.00 in capital improvements. Mr. Thornell stated staff is researching ways that it can partner with the City in improving healthcare in the community.

Mayor Cobb stated the quality of healthcare is a big part of the criteria sought when relocating to a community.

Commissioner Newman stated the Commission has requested in the past to visit with the hospital's corporate office in order to hear its vision of healthcare in the Hobbs which has not taken place.

Commissioner Buie voiced concerns regarding patients being referred to Carlsbad, Roswell and Clovis, New Mexico, and Lubbock, Texas, because LRMC does not have the capability to serve the patients locally. He stated he is not in favor of traveling elsewhere as he gets older. Commissioner Buie stated the longer LRMC waits on recruitment the more the community loses on quality healthcare.

Mr. Thornell stated Carlsbad also sends patients to Hobbs as well.

In reply to Commissioner Calderón's question, Mr. Thornell stated LRMC has a program for patients who do not have insurance. He stated cases are reviewed on a case-by-case basis and patients can receive up to 50% or greater off their medical bill.

Commissioner Mullins thanked Mr. Thornell for his update and questioned the measures being taken to recruit obstetric physicians. Mr. Thornell stated LRMC staff is currently pursuing Premier obstetrics staff and is also considering midwives to assist in labor and delivery.

Commissioner Mullins stated Hobbs is a booming community and there is only one surgeon available which causes concerns.

Mr. Thornell stated LRMC is establishing a focus group to review and improve health care. He stated LRMC recruited 10 physicians in 2014 and plans to continue recruiting in 2015. He stated it is also the responsibility of patients to take advantage of local physicians as well and not commute to other cities for healthcare. Mr. Thornell stated we all need to come together as a community.

Commissioner Sena expressed appreciation to Mr. Thornell for the healthcare update and stated he is grateful for their support on improving healthcare in the community. He stated he would like to see an improvement on the wait time when visiting the emergency room, which is currently a three to four hour wait. Mr. Thornell stated issues with LRMC will not be solved overnight.

Mayor Cobb thanked Mr. Thornell for the LRMC update and stated residents pride themselves on everything in Hobbs and would like to see LRMC excel in its services. He stated the Commission is willing to visit the corporate office in Tennessee if needed. Mr. Thornell stated arrangements to meet with corporate can be arranged in September, 2015.

Action Items

Resolution No. 6261 - Authorizing an Allocation of Lodgers' Tax Funds for New Mexico Junior College (NMJC) Training and Outreach - Industry Day and Job Fair (\$19,816.00). Mr. J. J. Murphy, City Manager, stated the Commission tabled the request for New Mexico Junior College Training and Outreach for the Industry Day and Job Fair at its January 20, 2015, meeting. He stated NMJC Training and Outreach has reduced its request to \$19,816.00 opposed to the previous amount of \$55,300.00. Mr. Murphy stated the event will focus on training.

In reply to Commissioner Newman's question, Ms. Jai Oyler, Director of the Trade Adjustment Assistance Community College and Career Training (TAACCCT) Program, stated she is aware that NMJC Training and Outreach will only get reimbursed if the funds are spent.

Commissioner Newman requested that NMJC Training and Outreach staff report back to the Commission once the event has been held in order to review the impact the event had on the community. Ms. Oyler agreed.

Commissioner Calderón moved that Resolution No. 6261 be adopted as presented. Commissioner Mullins seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6262 - Vacating the Public Right-of-Ways and Replat of Lots 4, 5, 6 and 7 of the Hobbs Industrial Airpark South Subdivision. Mr. Kevin Robinson, Development Coordinator, stated the City of Hobbs is requesting the vacation of public right-of-ways within Hobbs Industrial Airpark South Subdivision. He stated Mewbourne Oil is purchasing Lots 4, 5, 6 and 7 and a portion between and contiguous to Lots 5 and 6 labeled "R.R. R.O.W" approved by Ordinance No.1073 adopted July 7, 2014. Mr. Robinson stated, per the ordinance, Mewbourne has relocated municipal infrastructures within Lots 4, 5, 6, and 7 allowing for the replating of the lots into a single lot. He continued by stating that a ground water monitoring well is in the process of being relocated from the site by Mewbourne which, when completed, would allow for closing of the sale. Mr. Robinson stated the Planning Board reviewed this issue on February 17, 2015, and voted 5 to 0 to recommend approval.

Commissioner Mullins moved that Resolution No. 6262 be adopted as presented. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6263 - Approving the Final Plan of Oak Manor Subdivision, Unit 1, as Submitted by Property Owner, Oak Manor Hobbs, NM, LLC. Mr. Robinson stated Oak Manor Subdivision, Unit 1 contains 15.14 +/- acres and produces 21 lots which will contain four attached single family units or one 4-plex. He stated the City Engineer has accepted a Certification from the Engineer of Record that all municipal infrastructures are installed as per plans and City specifications. Mr. Robinson stated

the Planning Board reviewed this issue on February 17, 2015, and voted 5 to 0 to recommend final plat approval, pending acceptance of EOR Certification.

Mr. Fritz Van Nest with Oak Manor Hobbs, NM, LLC, stated streets, gutter and water have been installed in the Oak Manor Subdivision, Unit 1. He stated framing of the homes is currently in progress and 25 signed leases have been obtained for when the units are ready.

In response to Commissioner Sena's inquiry, Mr. Van Nest stated each unit is 1,000 to 1,200 square feet in size.

Commissioner Newman expressed appreciation to the Planning Board for reviewing all plans before they are submitted to the Commission for consideration.

Commissioner Newman moved that Resolution No. 6263 be adopted as presented. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Authorizing a Change Order with J & H Services, Inc., for RFP No. 473-15 for the 2014 Trunk Line F Replacement Project for an Estimated Cost of \$750,000.00. Mr. Todd Randall, City Engineer, stated the Commission approved the RFP No. 473-15 to J & H Services at its December 15, 2014, meeting for the Trunk Line F Replacement Project. He stated the contract includes the replacement of existing concrete sewer pipe along a portion of SR 18 near the intersection of Joe Harvey Blvd. Mr. Randall stated in the process it was determined that the sewer line was in severe disrepair and field changes were initiated by staff to bore Joe Harvey and replace the sewer main from the driveway of Hilton Express on the south end to the north side of the Wal-Mart driveway. He stated this work is already under construction and the change order will adjust the contract in order to continue work along the railroad corridor from Humble Park to Grimes Street. Mr. Randall stated once this work is completed, there will be an estimated \$15 to \$18 million in additional sewer line replacement necessary. He continue to stated the estimate assumes that when replacing the sewer along Central, the roadway would be rehabilitated and all ADA pedestrian improvement would be completed.

Commissioner Calderón moved to accept the change order with J & H Services for the Change Order 2014 Trunk Line F Replacement Project in the estimated amount of \$750,000.00 as presented. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie

yes, Boyd yes, Cobb yes. The motion carried. A copy of the agreement and supporting documentation are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Mayor Cobb recognized Lea County Manager, Mr. Mike Gallagher, and thanked him for his attendance at tonight's meeting.

Mr. Murphy stated the City owns Radio Station 99.3 and will commence announcing press releases that are City related. He cited the recent false alarm in the community as an example announcement and explained that citizens may tune to the City's radio station to receive information regarding such an incident.

Mr. Murphy thanked LRMC staff for the excellent care on two separate emergency room visits pertaining to his kids.

Mr. Murphy announced that notices will be sent to residents and landlords regarding the responsibility of the utility billing. He added that by State law, landlords may submit in writing that they will not be responsible for the tenant's bill and the City will honor the request.

Mayor Cobb stated the City is bound by State law in this matter. He stated the landlord will be responsible for the tenant's bill if the landlord does not submit the letter. Commissioner Sena stated that private citizens need to exercise this right.

Mr. Murphy stated the City received two RFPs for the operation of the kitchen at Rockwind Community Links and staff is responding in order to move forward with the renovation project.

Mr. Murphy stated the RFQ for the Hobbs Health Wellness and Learning Center was advertised on Sunday, March 1, 2015. He stated notice to proceed will go out in June, 2015, with the partners.

Commissioner Sena apologized for his tardiness tonight. He stated he was giving a speech at the "My Power" meeting.

Commissioner Sena also expressed appreciation to Mr. Gallagher for his attendance at tonight's meeting. He expressed appreciation to the Hobbs High School Micro-Economics Class who were in the audience.

Commissioner Mullins thanked City staff who attended the NAACP Banquet.

Commissioner Mullins spoke to the students in the audience and expressed the importance of staying in school and not to walk out because they are being forced to do things they don't want to do. She stated students need to do their best when they are in school because it is not easy to go back where you left off.

Mr. Thornell acknowledged LRMC staff that were present in the audience.

Commissioner Calderón thanked LRMC staff for their attendance.

Commissioner Buie thanked Mr. Thornell and staff for listening to the Commission's concerns regarding healthcare in Hobbs. He also thanked Mr. Peters for addressing his concerns regarding healthcare in the community.

Commissioner Buie also expressed his appreciation to Mr. Gallagher for his attendance at tonight's meeting.

Commissioner Newman stated the speaker at the NAACP Banquet was great.

Mayor Cobb stated that he and Commissioners Sena and Calderón attended Municipal Day in Santa Fe and were advocating Lea County for continuing Legislative support.

Adjournment

There being no further discussion or business, Commissioner Newman moved that the meeting adjourn. Commissioner Mullins seconded the motion. The vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. The meeting adjourned at 7:00 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 3-16-15

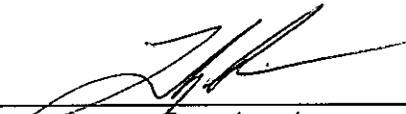
SUBJECT: Resolution Authorizing the Mayor to Make Appointments to Lea County Water Users Association.

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: 3-4-15
SUBMITTED BY: Sam D. Cobb, Mayor

Summary:

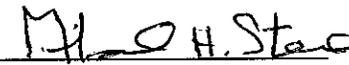
The Mayor would like to re-appoint Marshall Newman, Alan Eades and Tim Woomer to the Lea County Water Users Association, each to serve a four year term commencing January 1, 2015.

Fiscal Impact:
No fiscal impact.

Reviewed By: 
Department

Attachments:
Resolution

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Motion to approve Resolution.

Approved For Submittal By:


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. 6264

A RESOLUTION AUTHORIZING THE MAYOR
TO MAKE APPOINTMENTS TO
LEA COUNTY WATER USERS ASSOCIATION

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS,
NEW MEXICO, that the Mayor be and hereby is authorized to re-appointment the
following individuals to the Lea County Water Users Association:, each to serve a four
year term commencing January 1, 2015.

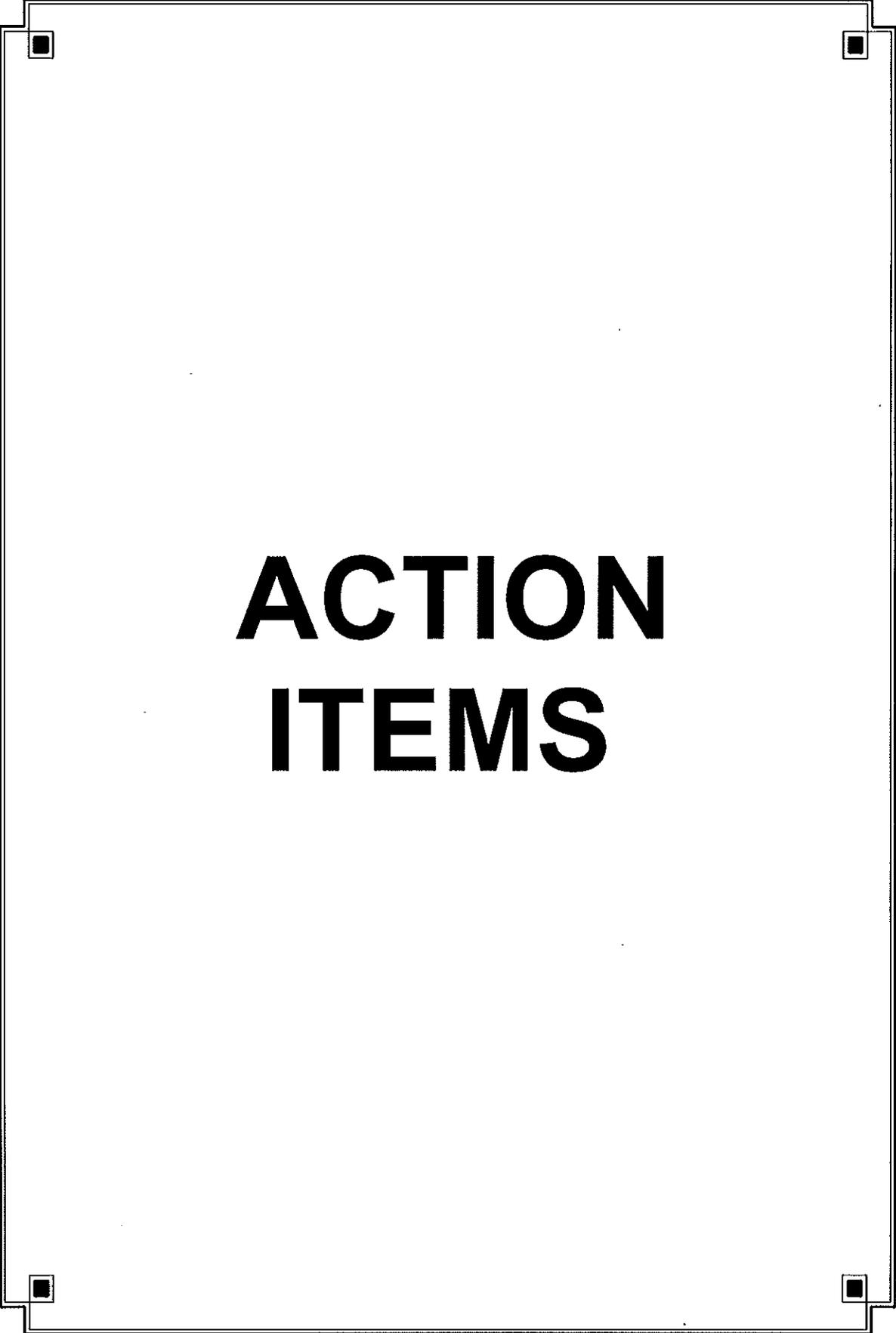
Marshall Newman
Alan Eades
Tim Woomer

PASSED, ADOPTED AND APPROVED this 16th day of March, 2015.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 16, 2015

SUBJECT: Commitment to Implement an Asset Management Plan
DEPT. OF ORIGIN: Utilities Department
DATE SUBMITTED: March 9, 2015
SUBMITTED BY: Tim Woormer, Utilities Director

Summary:

Under the State of New Mexico Sanitary Projects Act, any governmental entity applying for, and/or receiving, State of New Mexico funding for capital projects are required to implement an Asset Management Plan based upon recognized asset management principles and procedures.

The primary components of an Asset Management Plan are:

1) identification of City of Hobbs assets and the current state of the asset; 2) establishing a level of service that the respective assets are expected to provide; 3) identifying the criticality of the respective assets in order to provide the level of service expected; 4) prioritization of City assets, including consequences associated with the assets failure; 5) life cycle costing of assets based upon initial cost, maintenance/repair/rehabilitation, and other costs; and 6) establishing a long term strategy for City assets to perform and operate at the level of service expected.

An internal team composed of the City of Hobbs Finance, Engineering and Utilities Department has been developed and together with the consulting firm of Souder, Miller & Associates are developing a formal policy and schedule for implementation of an asset management plan within three (3) years as allowed.

To demonstrate compliance under the Sanitary Projects Act, and eligibility for State funding, a resolution of commitment to implement an asset management plan has been prepared.

Fiscal Impact:

Reviewed By: _____

Finance Department

- There is no direct fiscal impact in adopting a resolution of commitment

Attachments:

- A Resolution of Commitment to Implement an Asset Management Plan

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Approve the Resolution stating that the City of Hobbs is committed to implementing an asset management plan within three (3) years.

Approved For Submittal By:

Tim Woormer

Department Director
Ann Betzen

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. 6265

RESOLUTION OF COMMITMENT TO IMPLEMENT AN
ASSET MANAGEMENT PLAN

BE IT RESOLVED BY THE GOVERNING BOBY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and is hereby is authorized and directed to effectuate this resolution on behalf of the City of Hobbs.

Whereas pursuant to the Sanitary Projects Act (3-29-1 to 3-29-20 NMSA 1978), the City of Hobbs adopts a resolution of commitment to complete and implement within three (3) years an Asset Management Plan which identifies and establishes its:

- Current State of Assets;
- Levels of Service;
- Critical Assets;
- Prioritization of Assets;
- Life Cycle Costing of Assets;
- Long Term Funding Strategy

In accordance with asset management principles recognized by the State of New Mexico, an internal team has been identified who together with City of Hobbs staff, technical providers and/or consulting engineers will develop an implementation timeline of the City of Hobbs' asset management plan.

PASSED, ADOPTED AND APPROVED this 16th day of March, 2015.

SAM COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 16, 2015

SUBJECT: Direct Digital Controls various City Buildings

DEPT. OF ORIGIN: General Services
DATE SUBMITTED: February 9, 2015
SUBMITTED BY: Ronny Choate, Director of General Services

Summary:

The City of Hobbs desires to install Direct Digital Controls on various City Buildings. Included are the District Attorney's Office, Hobbs Public Library, AK Head Community Center, Animal Adoption Center and the Hobbs Police Department. The project will be furnished by Energy Controls, Inc. an Albuquerque New Mexico company. Energy Controls, Inc. is a company that specializes in Energy Controls, Building Automation and Direct Digital Control Systems. They will do the work under the City of Hobbs Annual Electrical Agreement awarded in 2013.

The project is primarily for a new Direct Digital Control system for HVAC systems in each building. This will allow for IP based controls of all equipment on each building. This will be adding onto the IP based system installed in 2013 for City Hall.

This project will include a guaranteed reduction in KWH and new KW Meters on all sites. Includes 3 year subscription to Copper Tree Analytical that will continue to improve performance through a three step process of Acquire, Analyze and Advise. The project will have a 100% ROI of seven years.

Fiscal Impact:

Reviewed By:
Finance Department

Total cost of the project including Design, Bonding and GRT will be \$388,790.78. Total budget for this project is \$435,000.

Attachments:

Proposal

Legal Review:

Approved As To Form:

City Attorney

Recommendation:

Request approval of Proposal of Energy Control, Inc.

Approved For Submittal By:

Department Director

City Manager

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

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

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



2600 American Road SE #360
Rio Rancho New Mexico 87124

March 2, 2015

City of Hobbs
Ronny Choate
Director of General Services
200 E. Broadway
Hobbs, NM 88240

Project: City of Hobbs DDC Phase 2

Ronny,

Executive Summary:

The Delta DDC system for five (5) city buildings will be integrated into your current system at City Hall. The environmental control and monitoring of these facilities will be enhanced resulting in

- Improved comfort
- Energy efficiency savings of 15% across the facilities
- Remote monitoring and control of environmental systems
- Coppertree Automatic Fault Detection and Diagnostics (AFDD) for HVAC systems

All of these facilities can now be monitored, scheduled, and controlled remotely from both City Hall and at remote computers and PDAs. This will provide fast response to equipment issues, operational changes, and heating/cooling problems. Along with designing and installing a new DDC system at each site, we will also conduct the following at each location.

- Provide operational assessment of each roof top unit, heat pump, boiler, and cooling tower.
- Indicate possible maintenance improvements.
- Provide report which will make recommendations for equipment based on age of equipment and remaining useful life.
- While above ceiling we will assess duct work issues and address them with you.
- We will also establish current energy baseline energy use at each site and provide a report that will benchmark each building with an Energy Star rating for your records.
- ECI will fill out and submit rebate applications to Xcel Energy for each site.

All work is based on current ECI terms and conditions.

Performance Guarantee: The first table below represents the total KWH and total KW for the 5 buildings over the last 12 months. The City of Hobbs has requested a guarantee on the amount of KWH and KW savings that the new DDC system will produce. There are many ways to measure the performance of a building and the impact a DDC system will have on its energy use.

- Condition of HVAC equipment/Maintenance Program
- Building Occupancy Schedules
- Number of occupants/users/patrons
- Temperature Set Points
- Weather
- Energy Cost/square foot
- Seasonal heating and cooling demands
- Existing Equipment Efficiency

As part of this proposal, Energy Control will guarantee a reduction in annual KW usage in the amount of 248KW as well as a reduction in annual KWH usage of 304,164 KWH. This guarantee will stay in place for 36 months. As you can see from the tables below, our calculations show that you will realize higher reductions as we did at City Hall (33% reduction in KWH). At the end of each 12 month period, we will tabulate totals and pay the difference. Energy Control will pay \$0.04 per KWh and \$9.26 per KW for shortfalls in the performance of the project.

Facility	Annual/kwh	Annual/kw
Animal Shelter	434,560	935
Library	470,400	1,407
Senior Center	75,051	264
DA's Office	508,840	1,360
PD	397,560	911
Totals	1,886,411	4,877

Expected Annual Reduction - KWH
405,551 (22%)
Expected Annual Reduction - KW
488 (10%)
Guaranteed Annual Reduction - KWH
304,164 (16%)
Guaranteed Annual Reduction - KW
248 (5%)

This guarantee would also include the following.

CopperTree Analytics Energy Management Software – CopperTree solves energy management issues through technology that automatically checks the integrity of your Building Automation System (BAS) while pinpointing system inefficiencies. It compares the data gathered from your system to a defined baseline and highlights anomalies and changes. Its powerful reporting tool automatically generates visuals and allows you to build custom dashboards and reports. It can send notifications, reports, and alerts directly to your phone or tablet. The CopperTree technology is achieved through the three step process of: Acquire, Analyze, and Advise.

- 3 year subscription covers all buildings
- 24/7 monitoring with alerts
- Along with new KW meters, you will have added control to monitor and make changes

*A requirement of this performance guarantee will be to agree to standards of comfort, by building and room requirements, equipment schedules including occupied and unoccupied temperature set points and equipment run time. It will be necessary to agree to the standards and along with CopperTree and

All work is based on current ECI terms and conditions.

regular monitoring, quickly respond to alarms when the equipment is running outside of the pre-defined parameters.

Installation Schedule: Energy Control plans to take on an aggressive install schedule while maintaining our usual high standard of work. The ability to move forward with all 5 buildings allows the City of Hobbs to benefit from volume discounts on the ordering of equipment, improved efficiencies in scheduled labor as well as the ability to work on multiple buildings at one time. Here is an outline of the install schedule as requested. We can start ordering product as soon as the project is approved and start construction within 3-4 weeks.

Task Name	Date
Animal Control	
Start installation	4/13/15
Place in Beneficial Use	4/30/15
Complete Graphics and Connection	5/15/15
Library	
Start installation	4/30/15
Place in Beneficial Use	5/22/15
Complete Graphics and Connection	6/5/15
Police	
Start installation	5/25/15
Place in Beneficial Use	6/12/15
Complete Graphics and Connection	6/26/15
DA/Jail	
Start installation	6/15/15
Place in Beneficial Use	7/3/15
Complete Graphics and Connection	7/17/15
Senior Center	
Start installation	7/6/15
Place in Beneficial Use	7/24/15
Complete Graphics and Connection	8/7/15
Training For Staff	week of 08/10

All work is based on current ECI terms and conditions.

Project Billing – we will bill monthly based on the percentage of completion on the project which would also include costs incurred on equipment purchased. This billing will occur at the end of the third week of each month.

Energy Control Inc. is pleased to provide the following proposal to install a Direct Digital Control system at the **Animal Care Facility**.

SCOPE OF WORK: ECI will provide a turnkey DDC installation on the existing equipment.

1. Complete Facilities Management/Direct Digital Control System (DDC) using "DELTA CONTROLS". Site will be accessible via existing ORCAview Software front end and Graphics package with Orca web capabilities.
2. Eleven Roof Top Units with BACstat's
3. Five ERV's
4. Eight exhaust fans and one unit heater
5. Cabling, programming and confirm control operation
6. Install and Integrate KW meter into Delta

Project Cost...\$43,581.80

Energy Control Inc. is pleased to provide the following proposal to install a Direct Digital Control system at the **Library**.

SCOPE OF WORK: ECI will provide a turnkey DDC installation on the existing equipment.

1. Complete Facilities Management/Direct Digital Control System (DDC) using "DELTA CONTROLS". Site will be accessible via existing ORCAview Software front end and Graphics package with Orca web capabilities.
2. Twenty-one heat pump Units with BACstat's
3. Mechanical room and cooling tower equipment- four pumps, two boilers, two cooling towers and PFHX
4. Two MAU's, four exhaust fans and one inline fan
5. Cabling, programming and confirm control operation
6. Install and Integrate KW meter into Delta

Project Cost...\$80,139.07

Energy Control Inc. is pleased to provide the following proposal to install a Direct Digital Control system at the **Police Department**.

SCOPE OF WORK: ECI will provide a turnkey DDC installation on the existing equipment.

1. Complete Facilities Management/Direct Digital Control System (DDC) using "DELTA CONTROLS". Site will be accessible via existing Orcaview Software front end and Graphics package with Orcaweb capabilities.
2. DDC for nineteen (22) Roof Top Units
3. (1) Router + controller for each unit
4. (22) BACstat's
5. Wiring and testing
6. Install and Integrate KW meter into Delta

Project Cost...\$89,682.4

All work is based on current ECI terms and conditions.

Energy Control Inc. is pleased to provide the following proposal to install a Direct Digital Control system at the **Senior Center**.

SCOPE OF WORK: ECI will provide a turnkey DDC installation on the existing equipment.

1. Complete Facilities Management/Direct Digital Control System (DDC) using "DELTA CONTROLS". Site will be accessible via existing Orcaview Software front end and Graphics package with Orcaweb capabilities.
2. DDC for nineteen (19) Roof Top Units
3. (1) Router + controller for each unit
4. (19) BACstat's

Project Cost...\$72,809.96

Energy Control Inc. is pleased to provide the following proposal to install a Direct Digital Control system at the **DA'S office**.

SCOPE OF WORK: ECI will provide a turnkey DDC installation on the existing equipment.

1. Complete Facilities Management/Direct Digital Control System (DDC) using "DELTA CONTROLS". Site will be accessible via existing Orcaview Software front end and Graphics package with Orcaweb capabilities.
2. DDC for nineteen (19) Roof Top Units
(1) Router + controller for each unit
3. (19) BACstat's
4. Install and Integrate KW meter into Delta

Project Cost...\$72,401.22

Total Cost for all Projects (see above)	\$358,614.49
Performance Bond (1.5%)	\$5,379.22
NMGRT (6.8125%)	\$24,797.07
Total (includes Tax& Bond)	\$388,790.78

- Bond price is based on current bonding costs

OPEN SYSTEM COMPONENTS: This will be a BACnet-based open system.

- 1) System shall offer Web Browser based full Internet communication anytime, anywhere,
- 2) System will be meet industry standards and allow multi-vendor expansion.

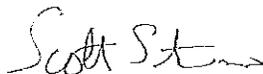
Bid Excludes:

ECI is NOT responsible for failed mechanical equipment

Prices good for 60 days

If you have any questions or require further information, feel free to contact our office at anytime.

Thank you,



Scott Stevens
Senior Energy Project Developer
Energy Control Inc

All work is based on current ECI terms and conditions.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 16, 2015

SUBJECT: Approval of a Memorandum of Understanding and Field Use Agreement with Hobbs Schools regarding Veteran's Memorial Ball Park

DEPT. OF ORIGIN: City Attorney's Office
DATE SUBMITTED: March 10, 2015
SUBMITTED BY: Michael H. Stone, City Attorney

Summary:

The City Commission approved funding for field turf at various fields at Veteran's Memorial Ball Park. The project is close to completion. Hobbs Schools will be providing \$1.5 million dollars towards the project. Payments from the Hobbs Schools shall occur as follows:

\$500,000.00 December 23, 2014

\$500,000.00 December 1, 2016

\$500,000.00 December 1, 2017

The Memorandum of Understanding and Field Use Agreement containing the terms and conditions of the financial contribution and the field use is attached hereto.

Fiscal Impact:

Reviewed By: 

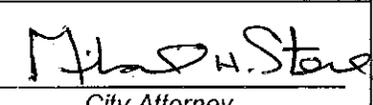
Finance Department

The City will pay for the project as budgeted and will receive \$1.5 million dollars over three years from the School.

Attachments:

Memorandum of Understanding

Legal Review:

Approved As To Form: 

City Attorney

Recommendation:

Approve the Memorandum of Understanding and Field Use 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. _____

**MEMORANDUM OF UNDERSTANDING AND FIELD USE AGREEMENT
BETWEEN THE HOBBS MUNICIPAL SCHOOLS AND THE CITY OF HOBBS**

THIS MEMORANDUM OF UNDERSTANDING AND AMENDED FIELD USE AGREEMENT made and entered into by and between the City Commission of the City of Hobbs, New Mexico (hereinafter "City"), and the Local School Board of Hobbs Municipal School District No. 16 (hereinafter "Schools"),

WHEREAS, the City and Schools previously entered into an agreement regarding the maintenance of Veterans Memorial Complex on July 20, 2009 and said agreement was approved by the Commission of the City of Hobbs as outlined in Resolution No. 5374 passed, adopted, and approved on July 20, 2009; and

WHEREAS, there has been a substantial change in circumstances regarding Veterans Memorial Complex in that artificial turf has been installed on the Varsity baseball, Junior Varsity baseball, and Sanger softball fields; and

WHEREAS, it is deemed that the public common to the contracting parties; and Schools unify their authority and resources in the usage, maintenance, monetary compensation and any pending or future improvements of the Varsity baseball, Junior Varsity baseball, and Sanger softball fields to be used by citizens of the City and by the Schools in their athletic and physical training programs.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. USE OF SITE

The Schools shall have exclusive use of the Varsity baseball, Junior Varsity baseball, and Sanger softball fields from the beginning of the High School baseball and softball seasons until the termination of all regular season and/or post-season games played under the supervision of the New Mexico Activities Association (N.M.A.A.), typically, January through May. During that time and depending on field availability, any outside request for usage of the facilities by independent leagues, groups or individuals shall be reviewed by the Parks & Recreation Department and the Schools. These outside requests do not take priority over practices or games scheduled by the Schools but when no practices or games are scheduled by the Schools, the request should be considered for approval by both the Schools and the City.

For the periods not specifically set forth above, which will include all activities taking place during the Summer and Fall seasons, the City will be solely responsible for the access to all fields and the scheduling of all requests from the Schools and all other groups wishing to utilize the fields for scheduled games, practices and tournaments. This includes, but is not

limited to, the Hobbs Little League, Connie Mack League, USSSA baseball and softball leagues, private tournaments and private field reservations.

The intent of this agreement is for the High School Varsity Baseball Team to have priority on the Varsity Field and said field should be the last field to be scheduled by outside groups.

Regularly scheduled games and tournaments for all groups will take priority over practice sessions and the City and Schools will act in good faith to meet the needs of both the baseball team's needs and the needs of the public desiring to use Varsity Field.

2. MAINTENANCE

The City and the Schools shall share the maintenance activities as follows:

The School shall maintain the clay pitching mounds on the Varsity Field and in all bullpens, during the time it is on the Varsity Field, in such a manner that no damage is done to the artificial turf surface. The Schools will also be responsible for the maintenance of the following areas during their seasons (January – May as above) and during all other use for practices, games and tournaments outside of January – May on Varsity, Junior Varsity, Sanger Fields and when the Junior Varsity Softball Team uses McNeil Field and when the Varsity Softball C Team uses Campbell Field:

Daily maintenance (grooming, replenishing of crumb rubber, brushing) of all high traffic/high- use areas including but not limited to batter's boxes, portable pitching mounds, pitcher's circles, sliding areas around first, second and third bases and home plate. To prevent accelerated wear, hitting/batting/pitching mats should be used daily during practices. If Baker Field should be used for any practices, games or tournaments by the Schools, the same maintenance requirements would also apply to the Schools. The Schools are also responsible for purchasing, providing, maintaining and installing all fencing around the Varsity, Junior Varsity and Sanger Fields.

The City shall perform all maintenance activities to the facilities on a year round basis except for the activities the School is responsible during the time frames as noted above. This includes for the City, but is not limited to all commonly associated grounds maintenance, to wit:

All necessary and appropriate cleaning of the artificial turf, refurbishing of crumb rubber, and installation and removal of portable pitching mounds. Additionally, City will solely and actively maintain all natural vegetation intimately associated with the Varsity baseball,

Junior Varsity baseball, and Sanger softball fields. The City will also be responsible for maintenance of all backstop structures, backstop netting and bleachers.

In addition, the cleaning of concession stands and the maintenance of all furnishings/appliances in the concession stand, as well as the cleaning of public restroom facilities and press boxes will be the sole responsibility of the Schools during all practices, games and tournaments conducted by the Schools both during and outside of their season. The City will be responsible for cleaning of public restrooms and press box facilities at all other times. The Schools will be solely responsible for all maintenance and cleaning of the field house/locker room facility at all times. The City will maintain chain-link fencing, bleachers covers; scoreboards, field lighting, and other field amenities shall be operated and maintained by the City year round. Arrangements may be made to allow the Schools to operate concession stands during the high school season and for any other events held at the Varsity, Junior Varsity and Sanger Fields. If the Schools do not wish to operate the concession stand for these other events, the City may make arrangements to have concessions available. No sunflower seeds shall be sold by any concessionaire at any time.

Players, coaches, and team personnel of all teams shall not use, chew or spit sunflowers seeds or smokeless tobacco products of any kind while on any field or bullpen/warm-up area or in any dugout.

Utilities will be furnished by the City at its sole expense. Use of field lights during the Schools' season (January – May) shall be at the discretion of the Schools' coaching staff and lights should be used only when necessary as to avoid unnecessary waste of public funds. Use and access to field lights at all other times outside January – May will be controlled by the City.

Trash and general cleanliness of the facilities, including the parking lot, shall be the sole responsibility of the Schools during School events and during the School season (practices, games, tournaments) as well as any activities scheduled by the Schools outside of their season. The City will be responsible for trash and general cleanliness of the facilities at all other times.

The Schools shall exercise reasonable diligence in preserving the aesthetic look and integrity of the facilities and artificial turf when in use and for the clean-up of any waste, stains or damage due to the use of sunflower seeds and/or smokeless tobacco and chewing gum that occur during School events.

Parking lot repair and maintenance shall be the sole responsibility of the City.

3. COORDINATION

The Parks & Recreation Department shall coordinate issues regarding field usage for non-school groups as covered in Section 1.

4. COMPENSATION

The Schools will pay the City a total of \$1,500,000 initial capital expense in three (3) installments as follows:

- A. \$500,000 for FY 2014-2015 on December 23, 2014;
- B. \$500,000 for FY 2015-2016 on January 01, 2016;
- C. \$500,000 for FY 2016-2017 on January 01, 2017.

The Schools will also pay the City a sum of \$85,000 annually on the 1st day of August commencing 2015, to offset maintenance expenses incurred with the daily operation of said fields. Compensation from Schools to City will be made for the purpose set forth herein. Strict accountability of all receipts and payments will be maintained by City and Schools.

The City will pay the Schools \$7,500 annually for coaches to maintain facilities as agreed.

5. CAPITAL PROJECTS/IMPROVEMENTS

Annual improvements to the facilities shall be performed, funded and coordinated by the City. Major repairs and improvements will be considered for cost sharing by both entities, depending upon availability of funds to each party. Priority items may be moved forward by one entity at its sole expense, contingent on funding available to the party.

Permitting for improvements to the facility must be submitted to and approved by the State of New Mexico Land Office.

6. TERM

This agreement shall have a term ending at the conclusion of all regular season and/or post season N.M.A.A. sanctioned games following the 2016 season and from year to year thereafter if mutually agreed upon by the parties. Both parties shall review the agreement annually and update it as agreed in writing.

7. MISCELLANEOUS

In the event the Schools are in need of an additional field operated by City, not located in this complex for the purpose of practice, games or tournaments during their school seasons, the maintenance requirements outlined in Section 2 of this Amended Agreement will

extend to any other facilities utilized by Schools during an overflow situation. Schools shall notify City of reasonably certain overflow situation associated with games or tournaments during the school season at least seven (7) days in advance of the potential overflow situation. All other maintenance required on any additional field for an overflow situation would be performed by the City at its sole expense. Request for overflow fields will be considered by the City if there are no previously scheduled events taking place on the overflow fields as requested by the School.

The City of Hobbs will continue to lease the land on which the Veteran's Memorial Complex is located from the State of New Mexico on an annual basis as required by the State Land Office until such time as the City does not have the lease with the State of New Mexico.

Use of Clay Pitching Mound on Varsity Field:

The clay mound that the Schools staff has constructed on Varsity Field will remain in place on Varsity Field throughout the 2015 HHS Baseball Season and continue to be in place until the conclusion of all regular season or post-season N.M.A.A. sanctioned games played during the 2016 season. When all N.M.A.A. sanctioned games have been completed at the conclusion of the 2016 season, the Schools staff will remove the clay mound from the Varsity Field in such a manner that no damage is done to the artificial turf playing surface on Varsity Field. The City will then place a portable, all turf mound on the Varsity Field. The all turf mound currently placed on the Junior Varsity Field shall remain in place during all times applicable under this agreement. The Schools and City, in good faith, shall continue to communicate regarding best practices and use of mounds at the end of the 2016 N.M.A.A. baseball season. Prior to the conclusion of the 2016 HHS baseball season, the City Manager (or designee) and the superintendent of Hobbs Municipal Schools (or designee) will meet to discuss use of the clay mound and/or portable mound for future considerations.

The intent of this agreement is for the High School Varsity Baseball Team to have priority on the Varsity Field and said field should be the last field to be scheduled by outside groups.

8. 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 this agreement.

9. 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 Amended Agreement may be made in writing from time to time as the parties agree.

10. CHOICE OF LAW

This Amended Agreement is governed by the laws of the State of New Mexico and will bind and insure to the benefit of the City and Schools, their respective successors and assigns. Jurisdiction relating to any litigation or dispute arising out of this Amended Agreement shall be with the District Court of Lea County, State of New Mexico, only.

11. SEVERABILITY:

If any part or portion of this Amended Agreement shall be in violation of the laws of the State of New Mexico or the Constitution of New Mexico, only such part or portion thereof shall be thereby invalidated, and all other portions hereof shall remain valid and enforceable.

12. SOVEREIGN IMMUNITY

The City of Hobbs and Schools and their public employees (as defined in the New Mexico Tort Claims Act) do not waive sovereign immunity, do not waive any defense(s), and/or do not waive any limitation(s) pursuant to the New Mexico Tort Claims Act. No provision in the Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act as it relates to the City and Schools and their public employees. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agents or employees of either the City or Schools, when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provision of the Joint Powers Agreements Act.

13. 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.

14. INSURANCE

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ of _____, 2015.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

SAM COBB, Mayor

Date

JAN FLETCHER, City Clerk

Date

HOBBS MUNICIPAL SCHOOLS

LANCE WISEMAN, President

Date

APPROVED AS TO FORM:

Michael H. Stone
City Attorney

Date



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 16, 2015

SUBJECT: Approval of a Memorandum of Understanding Between the Hobbs Municipal Schools and the City of Hobbs Regarding the Use of Rockwind Community Links

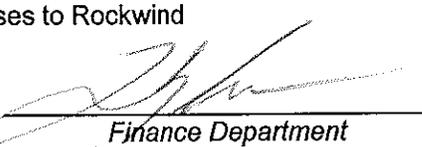
DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: March 10, 2015
SUBMITTED BY: Michael H. Stone, City Attorney

Summary:

City staff and the staff at Hobbs Schools ("Schools") have negotiated the terms of an agreement for Schools to utilize Rockwind Community Links for Schools' golf programs. Schools will pay City \$150,000.00 for capital improvements to Rockwind. The agreement is for three years. The memorandum of understanding details the duties of the City and Schools.

Fiscal Impact:

The City will receive \$150,000.00 for capital expenses to Rockwind

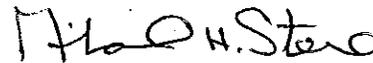
Reviewed By: 

Finance Department

Attachments:

Memorandum of Understanding Between the Hobbs Schools and the City of Hobbs

Legal Review:

Approved As To Form: 

City Attorney

Recommendation: The Commission approve the MOU

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. _____

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

This Memorandum of Understanding is made this _____ day of March, 2015, 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.
- 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.
- 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.

- 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.
- 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 \$16.00 per person;
 - 3. Students may play the 18-hole course and the 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.
- K. Outside of the SCHOOLS traditional spring golf season, the CITY will provide tee times on the 18-Hole course at a cost of \$6 to the thirty (30) players listed by the SCHOOLS in Item C above. The SCHOOL'S players will adhere to all rules, regulations, and policies in the scheduling of tee-times as the general public.

- L. The CITY will charge the SCHOOLS the following rate when the SCHOOLS order merchandise from the Rockwind Community Links General Manager: Cost, plus 20%.

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.

COMPENSATION

The SCHOOLS will pay the CITY a sum of \$150,000.00 for initial capital improvements to the Rock Wind Community Links. The improvements will be part of the overall capital project. The funds referenced in this section will be paid on or before April 01, 2015.

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

LIABILITY

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

THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing the 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 three (3) years. Either side may terminate 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: _____
T.J. Parks
Superintendent

Date: _____

CITY OF HOBBS

BY: _____
Sam Cobb
Mayor

Date: _____

BY: _____
J.J. Murphy
City Manager

Date: _____

Approved as to Form:

By: _____
Michael H. Stone
City Attorney

Date: _____

By: _____
Attorney for Hobbs Municipal Schools

Date: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 16, 2015

SUBJECT: CONSIDER APPROVAL OF 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: Parks and Recreation / Legal
DATE SUBMITTED: March 10, 2015
SUBMITTED BY: Doug McDaniel, Parks & Recreation Director & Linda Howell, Rockwind Community Links General Manager/PGA Golf Professional

Summary:

The City of Hobbs and the University of the Southwest currently have a Field Use Agreement that entitles USW's Women's Softball Team to use Baker Field at the Veteran's Memorial Complex for practices, games and tournaments. USW has also requested the use of the Rockwind Community Links Golf Course for their Men's and Women's Golf Teams which will begin play during the 2015-16 academic year.

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:

- \$200 per semester for each golfer
- \$3 to play the 18 Hole Course outside of practice times (if space is available); there will be no charge to play the course during practice times (if space is available)
- \$16 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
- \$10 per participant for all non-USW golfers during the two tournaments that will be hosted
- There will be no fees charged for range balls
- There will be no fees charged to play the Par 3 Course at any time (if space is available)

Fiscal Impact

Reviewed by:


Finance Department

The City of Hobbs will receive revenue of \$4,800 per semester (\$9,600 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 18 Hole Course greens fees, cart fees, tournament participants.

Attachments: Copy of Memorandum of Understanding Between the University of the Southwest and the City of Hobbs (executed by USW)

Legal Review:

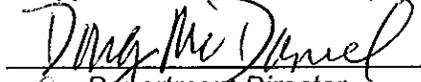
Approved As To Form:


City Attorney

Recommendation:

Staff recommends that the Commission approve the Memorandum of Understanding Between the University of the Southwest and the City of Hobbs.

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. _____

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

This Memorandum of Understanding is made this _____ day of March, 2015, 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 adequate practice space and time at Rockwind Community Links for USW Men's and Women's Golf Teams three week days per week during the school year, which includes the months August through December and January through May each year.
- B. CITY will determine the specific practice space and times available on a daily basis as determined at the sole discretion of the Rockwind Community Links General Manager.
- 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 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, 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 outside participants each shall pay a fee of \$10.00.
- G. CITY will provide year-round daily access for "personal practice" to a maximum of twenty-four (24) Members. Such access will be on the same basis as other users but at the rates specified in paragraph H. Additional student-athletes who may have been added to either the Men's or Women's Golf Team Rosters beyond the indicated twelve total (12) Members for each program may also be considered for "personal practice" pending further discussion and mutual agreement between City and USW.
- H. The following rates will apply to Members' use of the courses:
 - 1. Members will receive complimentary range balls;
 - 2. Members with a valid driver's license may rent a cart for \$16.00 per person;
 - 3. Members may play the 18-hole course for a fee of \$3.00;
 - 4. Members may play the Par 3 course for no charge.
- I. CITY will manage availability of driving range space and tee times for "personal practice" for Members of USW's Golf Teams.
- 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.
- H. USW will provide \$200 per Member each semester to CITY prior to the commencement of the program. Members who are added mid-semester will be charged the full \$200 when added.

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 and its 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 USW 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 may be required by law.

TERM

This Memorandum of Understanding shall continue in full force and effect for an initial period of three (3) years through May 2018 (the "Term"). The Term may be extended on the same or modified terms upon written agreement between CITY and USW. This Memorandum of Understanding may be terminated at any time upon mutual written agreement of the parties. Either party may terminate this Memorandum of Understanding upon ninety (90) days' advanced written notice to the other party.

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.

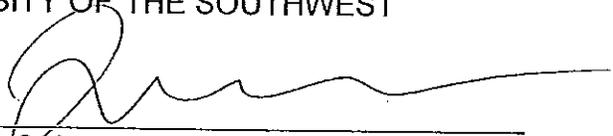
GOVERNING LAW

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. Quint C. Thurman
President
Date: 3-9-15

CITY OF HOBBS

BY: _____ Date: _____
Sam Cobb
Mayor

BY: _____ Date: _____
J.J. Murphy
City Manager

Approved as to Form:

By: _____ Date: _____
Michael H. Stone
City Attorney

By: 

Attorney for University of Southwest
Date: 3-9-15



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 16, 2015

SUBJECT: CONSIDER ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT WITH LIFE SKILLS FORE YOUTH OF THE PECOS FOR THE FIRST TEE PROGRAM AT ROCKWIND COMMUNITY LINKS.

DEPT. OF ORIGIN: Parks and Recreation / Legal

DATE SUBMITTED: March 10, 2015

SUBMITTED BY: Doug McDaniel, Parks & Recreation Director

Linda Howell, Rockwind Community Links General Manager/PGA Golf Professional

Summary:

With the opening of Rockwind Community Links, one of the goals is to engage the youth of Hobbs, Lea County, southeast New Mexico and west Texas in the game of golf by offering various golf instructional programs, clinics and camps.

The Rockwind Community Links Golf Course will also allow the City of Hobbs to partner with Life Skills Fore Youth Of The Pecos to not only teach golf skills, but to also teach life skills through the nationally renowned First Tee Program. The First Tee's Nine Core Values, Nine Healthy Habits and Code of Conduct will have a positive impact on all that participate in the First Tee Program.

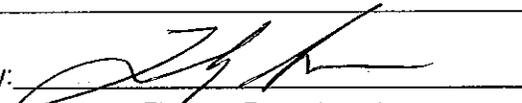
Previously, a 30 day agreement was approved for operation of the The First Tee program at Rockwind Community Links. During this time, there were more than 120 participants who took part in a 4 week session of golf and life skills lessons.

By entering into this agreement, Rockwind Community Links will be officially designated as a, "The First Tee of Southeastern New Mexico Program Location" and will receive all considerations normally associated with First Tee Program locations as described in the attached agreement. The City of Hobbs will provide facilities for both golf and classroom instruction in addition to the City's other contributions also described in the agreement.

The City of Hobbs will fully fund the First Tee Program at an approximate cost of \$109,560. The City of Hobbs will also provide a maximum of two (2) fundraising golf events per year to benefit The First Tee the first of which took place on October 31, 2014.

Fiscal Impact

Reviewed by:

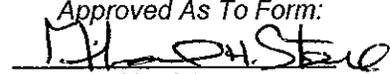

Finance Department

The City of Hobbs has included \$109,560 in the Rockwind Community Links budget for the operation of the First Tee program. The City agrees to provide a maximum of two fund raising golf events per year the first of which took place on October 31, 2014.

Attachments:

Annual Budget for The First Tee of Southeastern New Mexico

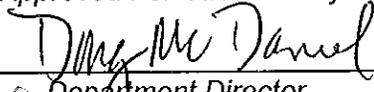
Legal Review:

Approved As To Form:

City Attorney

Recommendation:

Staff recommends that the Commission consider entering into a Professional Services Agreement for the operation of the First Tee Program at Rockwind Community Links.

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 – LIFE SKILLS FORE YOUTH OF THE PECOS

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

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

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

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

1.0 SCOPE OF SERVICES

1.1 Life Skills will provide the following services:

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

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

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

1.1.4 Provide all coach and volunteer training required The First Tee of Southeastern New Mexico program delivery;

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

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

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

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

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

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

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

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

2.0 CITY'S CONTRIBUTION

2.1 The City of Hobbs will fully fund The First Tee program's budget as in the attached document (\$109,560) and will pay \$9,960 to Life Skills as administrative/operating costs.

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

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

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

2.5 City will strive to provide Rockwind Community Links staff time for program

instruction and/or other programming organizational needs if possible. The designation and use of such staff will be at the sole discretion of the Rockwind Community Links General Manager.

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

2.7 City will assist with raising awareness of The First Tee through City marketing materials, marketing programs and appropriate signage.

2.8 City will strive to provide opportunities, where appropriate, for participant employment and career training in golf course operations.

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

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

3.0 INSURANCE

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

4.0 TERM

The duration of this agreement will be for one year from the date of signatures below and this agreement will automatically renew for 3 additional one-year periods. Either party may terminate this agreement by giving notice at least 120 days prior to the end of any one-year

5.0 LOGO USAGE

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

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

5.2 The ® must be included with the fist usage of the trademark text unless the logo appears

before the text;

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

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

6.0 MISCELLANEOUS PROVISIONS

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

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

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

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

6.5 Life Skills agrees to and shall indemnify, defend and hold the City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents harmless from any and all causes of action, suits, claims, judgments, losses, costs, expenses and liens, of every kind and nature, including but not limited to court costs and reasonable attorneys' fees arising or alleged to have arisen out of performance of Life Skills rendition of services or failure to render services pursuant to this Agreement or any breach of this Agreement.

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

6.7 The parties agree that any changes or modifications to this Agreement suggested or required by any supervising state entity, such as the New Mexico Attorney General's office or the New Mexico Department of Finance and Administration, shall be made in order to fully comply with the law as such agencies might interpret and define it to the parties. City may

cancel this Agreement without further responsibility to provide services on behalf of Life Skills if the legality of such is challenged.

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of March 2015.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

JAN FLETCHER, City Clerk

By: _____
SAM D. COBB, Mayor

J.J. MURPHY, City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

MICHAEL H. STONE, City Attorney

ATTEST:

LIFE SKILLS FORE YOUTH OF THE PECOS

By: _____
ADRIENNE FIELDS, Executive Director
The First Tea of Southeastern New Mexico



**The First Tee of Southeastern New Mexico
at Rockwind Community Links Annual Operating Budget**

EXPENSES	ACTUAL OR ESTIMATED	DESCRIPTION OF EXPENSE
Program Salary and Wages	\$75,000	Program Director salary, First Tee Mentors/Coaches' salaries and hourly wages.
Camps, Clinics, Life Skills Education	\$3,500	Scholarships, tournament costs, participant prizes/incentives, medals/trophies, volunteer recognition, clinics, camps, National School Program
Teaching Aids and Program Supplies	\$8,500	Life Skills materials, Additional SNAG equipment, First Tee curriculum, program equipment and supplies, food and snacks, apparel, teaching aids, etc.
Communications and Marketing	\$2,500	Brochures, fliers, radio/TV/newspaper ads, printing and publications, The First Tee signage
Technology	\$1,000	Chapter web sites (Members First), computer, computer software, digital camera, etc.
Transportation	\$3,600	Mileage and Fuel
Education, Travel, Entertainment	\$4,000	Education-related travel and entertainment; Network Meetings, Regional Meetings, The First Tee Coaches training, Life Skills training, The First Tee University, other seminars/classes
Administrative Supplies	\$1,500	Cleaning supplies, postage, copying fees, printing, uniform related items, etc.
Sub-total of Expenses	\$99,600	
10% Administration Fee	\$9,960	Insurance coverage for First Tee programming at Rockwind (including General Liability, Auto, Officers and Directors, and Workers Compensation), Accounting/Bookkeeping Fees, Payroll, and overall Program Management, including compliance with all First Tee National requirements, reporting and standards.
TOTAL BUDGET	\$109,560	



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 16, 2015

SUBJECT: CONSIDER AWARDING RESTAURANT, FOOD & BEVERAGE AND CATERING SERVICES AT ROCKWIND COMMUNITY LINKS GOLF COURSE TO PACIFIC RIM, INC.

DEPT. OF ORIGIN: Parks and Recreation / Legal
DATE SUBMITTED: March 10, 2015
SUBMITTED BY: Doug McDaniel, Parks & Recreation Director & Linda Howell, Rockwind Community Links General Manager/PGA Golf Professional

Summary:

A RFQ (Request for Qualifications) was sent out on February 3, 2015 calling for qualifications for providing restaurant, food & beverage and catering services at Rockwind Community Links Golf Course. Responses were due on February 23, 2015. Two submissions were received by the Finance Department and both of these were determined to be responsive. An evaluation committee, which was comprised of staff from Golf, Parks & Recreation and the City Manager's Office, interviewed each of the two vendors who submitted their qualifications and reviewed, evaluated and scored the submittals and qualifications. The score sheet showing average scores is attached. The proposal receiving the highest average score (of a possible 80 points):

Pacific Rim Avg. Score: 66

Pacific Rim has been in business for 11 years and the owner/operator has lived in Lea County for 35 years. Pacific Rim will be responsible for providing food and beverage service at the Rockwind Community Links Golf Course and all catering services for tournaments, events and activities held at the golf course. In addition, they can be named as a Lessee on the City's Beer and Wine License and will be responsible for the sale of all beer and wine at the golf course as well as the operation and staffing of the beverage cart.

Staff is recommending that the City Commission qualify Pacific Rim, Inc. as per the RFQ to provide Restaurant, Food & Beverage and Catering Services at Rockwind Community Links Golf Course and to also authorize staff to proceed with negotiating a professional service agreement with Pacific Rim, Inc., which will be submitted at a later date for the Commission's review and approval.

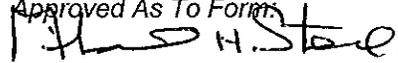
Fiscal Impact

Reviewed by: _____
Finance Department

The City of Hobbs expects to receive monthly payments and a percentage of the net profits which will be negotiated by staff and submitted to the City Commission for review and approval at a later date.

Attachments: Copy of the RFQ, RFQ Evaluation Criteria Score Sheet with average scores

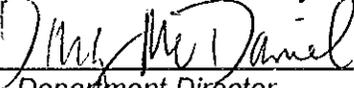
Legal Review:

Approved As To Form

City Attorney

Recommendation:

Staff is recommending that the City Commission qualify Pacific Rim, Inc. as per the RFQ to provide Restaurant, Food & Beverage and Catering Services at Rockwind Community Links Golf Course and to also authorize staff to proceed with negotiating a professional service agreement with Pacific Rim, Inc., which will be submitted at a later date for the Commission's review and approval.

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. _____

Evaluation Criteria	Points Available	Vendor 1	Vendor 2
<p>1. Proposer qualifications and experience Proposer's qualifications and previous experience in managing successful restaurant operations. Experience with serving alcohol (beer and wine) and enforcing all applicable laws regarding sale of beer and wine. Previous catering experience as it relates to events, weddings, business meetings, etc.</p>	15	8	15
<p>2. Location(s) of current restaurant operations. Proximity to manage the operations at Rockwind Community Links Golf Course</p>	15	10	13
<p>3. Proposed restaurant, food/beverage and catering services. The proposer's plans for restaurant management and operations, menus, pricing, staffing of the restaurant and beverage cart. Ability to be open during all hours in which the golf course is open and to provide food, beverage and catering for events ranging from large golf tournaments, weddings to small business meetings.</p>	15	13	12
<p>4. Financial stability and return to the City. Proposer's financial stability in current and/or previous restaurant operations and projected return to the City. The City is open to renting/leasing the restaurant space, profit-sharing or a combination of both. The City expects that the successful proposer will be a long-term tenant.</p>	10	7	9
<p>5. Quality of equipment and furnishings. The City will provide the very basic equipment to operate a kitchen. The proposer will be responsible for providing any needed additional equipment, plates, glasses, utensils.</p>	15	11	10
<p>6. Yearly Operations Summary and Business Plan Proposer should include a summary that describes the first year of operations and the business plan envisioned for a successful restaurant, food/beverage service and catering services</p>	10	7	7
TOTAL	80	56	66



REQUEST FOR QUALIFICATIONS

For

**PROVIDING RESTAURANT, FOOD & BEVERAGE
AND CATERING SERVICES
AT ROCKWIND COMMUNITY LINKS GOLF COURSE**

DUE DATE/TIME: 5:00 P.M. February 23, 2015

Time and Date Set for Submittal

5:00 P.M., February 23, 2015

REQUEST FOR QUALIFICATIONS

**PROVIDING RESTAURANT, FOOD & BEVERAGE AND CATERING SERVICES
AT ROCKWIND COMMUNITY LINKS GOLF COURSE**

City of Hobbs, New Mexico

The City of Hobbs, New Mexico is requesting qualifications from qualified proposers interested in **PROVIDING RESTAURANT, FOOD & BEVERAGE AND CATERING SERVICES AT ROCKWIND COMMUNITY LINKS GOLF COURSE.** Written proposals will be received by the City of Hobbs, New Mexico, at the office of the Finance Director in City Hall, 200 East Broadway, Hobbs, NM 88240.

DEADLINE - February 23, 2015, 5:00 p.m.

At the above time, proposals will be opened in the Conference Room of the Finance Department on the second floor of City Hall. Submitted proposals shall not be publicly opened. Any proposal received after the stated time will be returned unopened.

Copies of the specifications may be procured without charge from the office of the City Finance Director. Questions concerning this proposal should be directed to Shelly Raulston at (575) 397-9244.

In case of ambiguity or lack of clearness in stating proposal prices the City of Hobbs, New Mexico, reserves the right to adopt the most advantageous thereof, or to reject any or all proposals and waive irregularities.

PROJECT DESCRIPTION

The City of Hobbs is seeking qualifications from qualified individuals or organizations interested in entering into a license agreement to provide the management and operations for restaurant, food & beverage service and catering services at Rockwind Community Links Golf Course, 5001 Jack Gomez Blvd., Hobbs, NM, 88240, commencing on a date that is mutually agreeable to both parties which will be on or about May 1, 2015.

The City requests that statements of qualifications be made in conformance with the guideline contained herein on the proposal form. The contract will be awarded to the company with the proposal determined to be the most advantageous to the City of Hobbs and based on the evaluation criteria specified.

CRITERIA FOR EVALUATION:

Statement of qualifications will be evaluated on the basis of demonstrated competence and qualification for the type of service required, and shall be based on the evaluation factors set forth in this RFP.

Proposals must address each of the following criteria. Each proposal may be awarded points up to the amount listed. **A Selection Committee comprised of staff from the following Departments will evaluate all proposals that are received: Golf, Parks & Recreation, Finance, City Manager’s Office.**

CRITERIA AND POINT VALUES

<u>Available</u> <u>Points</u>	<u>Points Given</u> <u>for RFP</u>
-----------------------------------	---------------------------------------

(Refer to detailed description of information needed for each item below on pages 12 - 15)

- | | | |
|--|-------------|--------------|
| <p>1. Proposer qualifications and experience
Proposer’s qualifications and previous experience in managing successful restaurant operations. Experience with serving alcohol (beer and wine) and enforcing all applicable laws regarding sale of beer and wine. Previous catering experience as it relates to events, weddings, business meetings, etc.</p> | <p>{15}</p> | <p>_____</p> |
| <p>2. Location(s) of current restaurant operations.
Proximity to manage the operations at Rockwind Community Links Golf Course.</p> | <p>{15}</p> | <p>_____</p> |
| <p>3. Proposed restaurant, food/beverage and catering services
The proposer’s plans for restaurant management and operations, menus, pricing, staffing of the restaurant and beverage cart. Ability to be open during all hours in which the golf course is open and to provide food,</p> | <p>{15}</p> | <p>_____</p> |

beverage and catering for events ranging from large golf tournaments, weddings to small business meetings.

- 4. **Financial stability and return to the City** {10} _____
Proposer's financial stability in current and/or previous restaurant operations and projected return to the City. The City is open to renting/leasing the restaurant space, profit-sharing or a combination of both. The City expects that the successful proposer will be a long-term tenant.

- 5. **Quality of equipment and furnishings** {15} _____
The City will provide the very basic equipment to operate a kitchen. The proposer will be responsible for providing any needed additional equipment, plates, glasses, utensils.

- 6. **Yearly Operations Summary and Business Plan** {10} _____
Proposer should include a summary that describes the first year of operations and the business plan envisioned for a successful restaurant, food/beverage service and catering services.

INSTRUCTIONS TO BIDDERS

I. SUBMITTING PROPOSALS

- A. Proposals will be received in the Finance Department, 200 E. Broadway, Hobbs, New Mexico, in accordance with the Request for Qualifications. Proposers shall use the proposal form included with the scope of work. Proposal forms must bear the signature of the proposer to be considered. Failure of bidders to complete attached documents in accordance with all instructions provided is cause for the City of Hobbs to reject proposals.

- B. Proposals must be submitted in a sealed envelope with the outside marked: PROVIDING RESTAURANT, FOOD & BEVERAGE AND CATERING SERVICES AT ROCKWIND COMMUNITY LINKS GOLF COURSE.

- C. Billing shall not include Federal Excise Tax. (City will provide verification as necessary to validate tax-exempt status).

- D. Request for Proposal Amendments - Should any amendment to this Request for Proposal be deemed necessary between issuance of the request for Proposals and the proposal submission deadline, it will be distributed in writing to all recipients of the original RFP. If an amendment requires a time extension, the proposal submission date will be changed as part of the written amendment.

- E. It is the bidder's responsibility to deliver his proposal to the proper place and at the time designated. The fact that a proposal was dispatched will not be considered.
- F. Proposal Evaluation - The Selection Committee will review each proposal. The Selection Committee will be comprised of staff from the following Departments: Golf, Parks & Recreation, Finance, City Manager's Office. Points will be allocated as outlined in the evaluation criteria of this RFQ to determine the best responsible proposal. Negotiations may be conducted with responsible offerers who submit proposals found to be reasonably likely to be selected for award. The City of Hobbs will forward recommendations to the City Commission, which will make the final award(s). The city reserves the right to accept proposals in their entirety, or portions thereof, and to reject any or all proposals and to waive formalities.
- G. Laws and Regulations -- The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services of the Project.
- H. It is agreed that proposals accepted by the City shall be valid for a period of sixty (60) days following the date of proposal opening.
- I. Any questions or clarifications regarding this proposal must be submitted to the Finance Department no later than five (5) days prior to the proposed deadline. No oral changes shall take place during any conversations. Only written changes are acceptable.
- J. The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated:

Letter of transmittal, if any.

Summarize responses to items #1 - #7 above in Criteria for Evaluation section.

Summarize Proposer's understanding and ability to comply with the Specifications and Scope of Work as it relates to PROVIDING RESTAURANT, FOOD & BEVERAGE AND CATERING SERVICES AT ROCKWIND COMMUNITY LINKS GOLF COURSE.

II. TERM OF CONTRACT

- A. The City of Hobbs will enter into a contract with the successful proposer. Terms of the contract will be negotiated once a proposer has been selected.

III. SERVICES

- A. WARRANTY: The vendor agrees that the supplies or services furnished under this proposal shall be covered by the most favorable commercial warranties the vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the City and are

in addition to and do not limit any rights afforded to the City by any other clause of this proposal.

IV. AWARD OF CONTRACT

- A. The City Commission of the City of Hobbs, New Mexico, reserves the right to waive irregularities in proposals, and to reject any or all proposals or portions thereof. They may award to the bidder whose proposal is deemed to be in the best interest of the City of Hobbs.
- B. To preclude possible errors and/or misinterpretations, proposed prices must be affixed legibly in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled deadline. Failure to do so will be just cause for rejection of proposal.
- C. Proposals may be withdrawn upon receipt of written request, prior to scheduled deadline for the purpose of making any corrections and/or changes. Such corrections must be properly identified and signed or initialed by bidder. Resubmitting must be prior to scheduled deadline for consideration.
- D. After deadline, no modifications on proposed prices or other provisions of proposal shall be permitted.

At the above time, proposals will be opened in the Conference Room of the Finance Department on the second floor of City Hall. Submitted proposals shall not be publicly opened. Any proposal received after the stated time will be returned unopened.

Questions concerning this proposal should be directed to Linda Howell, PGA Professional/Rockwind Community Links General Manager at (505) 660-0654.

In case of ambiguity or lack of clearness in stating proposal prices the City of Hobbs, New Mexico, reserves the right to adopt the most advantageous thereof, or to reject any or all proposals and waive irregularities.

Scope of Work

Attachment A - Rockwind Community Links Golf Course Site Map
Attachment B - Floor Plans for Site Building

I. INTRODUCTION AND PURPOSE

The City of Hobbs is seeking qualifications from qualified individuals or organizations interested in entering into a license agreement to provide the management and operations for restaurant, food & beverage service and catering services at Rockwind Community Links Golf Course, 5001 Jack Gomez Blvd., Hobbs, NM, 88240, commencing on a date that is mutually agreeable to both parties which will be on or about May 1, 2015.

II. GOALS AND OBJECTIVES

The City of Hobbs is known for excellent service and fiscal responsibility. The City seeks a restaurant operator(s) who shares these essential values and who will incorporate them into the public restaurants at the City's two golf facilities. The City's specific objectives in selecting a restaurant operator(s) are noted below:

- A. Enter into a business relationship with an effective, experienced and qualified entity to operate the restaurant.
- B. Manage the restaurant as a revenue generating service and provide a growing financial return to the City.
- C. Ensure provision of quality food services, including (in no priority order):
 - 1. Full service menus and hours of operation including breakfast, lunch and dinner
 - 2. Full service bar
 - 3. Provide facilities and food service/ catering for meetings, banquets and weddings.
 - 4. Provide staffing of beverage cart during peak play and tournaments
- D. Timely and responsive customer service.
- E. 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.
- F. Promotion of Rockwind Community Links and golf in Hobbs.
- G. Verifiable, full disclosure of financial and program data.
- H. Provide for the day-to-day custodial service and basic maintenance of buildings and restaurant facilities.

III. BACKGROUND

A. City of Hobbs Recreation Services – The City offers a full-range of recreation program opportunities and services. Recreation programs include sports, aquatics, golf, and other health and wellness activities. Golf in Hobbs is an integral component to the City's array of recreational facilities and services and is offered year-round.

B. History of Rockwind Community Links – Originally named Ocotillo Park Golf Course and renamed last year after the complete renovation and redesign of the golf course. The facility consists of an 18 hole course, a par 3 course, driving range, golf shop and restaurant. There is also a jogging/walking trail around the perimeter of the course and three trailheads for parking/access to the trail. A portion of the trail leads to the club house so that those using the trail can have access to the restaurant and restrooms. Both courses are well maintained public courses and both operations (course maintenance) and services (Golf Shop) programs are run internally by the City. The short-term projection is for 30,000 rounds per year.

C. Issues To Be Considered by Proposer During Proposal Preparation

1. All kitchen and restaurant equipment including appliances and furniture that are not part of the building infrastructure are to be provided by the operator. Examples of items considered to be part of the infrastructure are grill/stove, counters that are affixed to the building, ventilation and fire suppression systems, all plumbing and fixtures, all electrical and fixtures, and HVAC.
2. The operator will have use of a brand new beverage cart. Golf Operations will be responsible for maintenance of the cart. Damages resulting from negligence will be the responsibility of the operator.
3. The operator may be designated as a lessee and agent under the City of Hobbs beer & wine license. Operator will be required to purchase liquor liability insurance for a minimum of \$1 million per occurrence and \$2 million in aggregate.

IV. SITE DESCRIPTION

The restaurant is located at 5001 Jack Gomez Blvd on a 110 acre parcel of land that comprises Rockwind Community Links . The land is owned by the City of Hobbs. It is located in the north end of Hobbs with Lovington Highway to the east, McAdams Park to the north and the former Naval Airbase to the west. The restaurant occupies the east side building with the Golf Course Pro Shop being on the West side. The clubhouse is approximately 8,000 sq. ft. in size, including the following components and approximate sizes expressed in square footage:

1. Outdoor Covered Patio (1,000)
2. Dining room (1250)
3. Kitchen (800)

- 4. Restrooms (300)
- 5. Storage (120)

All facilities should be considered to be provided to a future operator in an "as-is" condition.

V. INSTRUCTIONS, SELECTION PROCESS AND KEY DATES

A. Submission of Proposals - Proposers shall submit an original plus four (4) copies of each proposal. Proposals should be submitted in a sealed envelope, clearly marked "Request for Proposals for PROVIDING RESTAURANT, FOOD & BEVERAGE AND CATERING SERVICES AT ROCKWIND COMMUNITY LINKS GOLF COURSE" prior to Monday, February 16, 2015, at 5:00 p.m.

B. Pre-Proposal Walkthrough – A pre-proposal walkthrough of the facilities may be arranged by contacting Linda Howell, PGA Professional/Rockwind Community Links General Manager at (505) 660-0654. The purpose of the walkthrough is to discuss City objectives, to allow proposers to examine the facilities, to answer proposer questions, and/or to clarify the City's requirements, if necessary. Written addenda may be issued to all prospective proposers if deemed appropriate and necessary by the City.

The City shall presume that any proposer who submits a proposal is thoroughly familiar with all specifications and requirements of the Request for Qualifications (RFQ). The failure or omission to examine any form, instrument or document or to examine the existing facility and/or equipment and furnishings shall in no way relieve the proposer from any obligation in respect to the proposal.

C. Proposal Preparation – The response to the RFQ should clearly describe proposer's expertise and experience in the provision of restaurant, bar and food services. The proposal must closely adhere to the requirements of this RFQ and must be presented in the established format. Failure to comply with RFQ requirements may result in rejection of a proposal.

D. Questions about Proposal Procedures or Specifications – Questions regarding the specifications or proposal procedures, etc., should be addressed to Shelly Raulston, City of Hobbs, Finance Department. All information provided in the Request for Proposals and its supporting documents is based on information from a variety of sources. No representation or warranty is made with respect thereto. Additional feasibility and marketing studies, etc., are the responsibility of the proposer.

E. Late Proposals – Any proposal received after the proposal deadline cannot be considered.

F. Rights Reserved by the City – The City reserves the right to:

1. Postpone the date and time announced for receipt of proposals by issuance of an Addendum at any time prior to the deadline for receipt of proposals;
2. Make such investigations as deemed necessary to determine the ability of proposer to perform the specified services;
3. Reject any proposal if the evidence submitted by or investigation of the proposer or City's past experience with proposer under another contract fails to satisfy the City that the proposer is properly qualified to successfully perform the obligations of the license;
4. Reject any or all proposals;
5. Determine the proposal(s) most advantageous to the City;
6. Consider proposals for a period of sixty (60) days following the deadline for receipt of proposals before deciding which proposal, if any, to accept;

G. Modification or Withdrawal of Proposals

1. Before Date and Time for Receipt of Proposals - Proposals that contain mistakes discovered by a proposer before the date and time for receipt of proposals may be modified or withdrawn by written notice to Toby Spears, Finance Director, City of Hobbs, New Mexico. Any modification shall be clearly identified as such and shall be made in writing, executed and submitted in the same form and manner as the original proposal.
2. After Date and Time for Receipt of Proposals - A proposer alleging a mistake in a proposal may be permitted to withdraw its proposal if the proposer alleges that the mistake made proposal pricing materially different than intended, provided that the proposer gives written notice of the mistake and the manner in which it occurred to Toby Spears, Finance Director, within five (5) calendar days following the deadline for receipt of proposals and the Finance Director deems it to be in the best interest of the City.

H. Cost of Proposal Preparation – The City of Hobbs will not pay costs incurred by the proposer in proposal preparation. All such costs shall be borne by the proposer. All submitted materials shall become the property of the City of Hobbs.

I. Proposal Evaluation and Award – This is a Request for Qualifications for qualified proposers with expertise and experience in the provision of restaurant, bar and food services. A review committee composed of City staff will evaluate written proposals based upon the stated evaluation criteria listed on Pages 3 & 4 and further detailed in Section J and according to the format and content detailed in Section VII and identify the proposer(s) most likely to meet the City's needs. Any proposal that is not responsive regarding following the proposal format and content requirements as detailed in section VII may be rejected.

J. Evaluation Criteria -- Completeness of Proposal and Adherence to Specified Format including:

- Proposer qualifications and experience
- Location(s) of current restaurant operations
- Proposed restaurant, food/beverage and catering services

- Financial stability and return to the City
- Quality of equipment and furnishings
- Yearly Operations Summary and Business Plan
- Resident Bidder/Veterans Preference

Proposers may be required to make an oral presentation before the City review committee at a City site.

The selection process will conclude with City's identification of the proposer(s) whose proposal is most likely to meet the City's needs. License negotiations will closely follow.

Should license negotiations fail to conclude with an agreement acceptable to both parties, the City may release, at its own discretion, the first considered proposer(s) and begin negotiations with subsequent candidate(s). City Council retains the final authority to approve any long-term license agreement. Until the license agreement is executed, the City retains its rights to reject any and all proposals.

K. Non-Collusion Certification – By submitting a proposal, the proposer is certifying that he/she has not directly or indirectly been collusive with any other proposer in the preparation and submission of the proposal. If at any time it shall be found that the person, firm or corporation engaged in collusive activity, the person, firm or corporation shall be liable to the City for all loss or damage which the City may suffer as the result of the collusive activity, including but not limited to, the cost of advertising and awarding a replacement license for the service. This does not restrict the ability to collaborate with other individuals or groups to submit a joint proposal.

VI. DOCUMENTATION OF FINANCIAL RESPONSIBILITY

The City reserves the right to, and may ask for the following documentation prior to scheduling an interview with Proposer:

1. Certified financial audits or copies of filed federal tax returns for the past three (3) years in separate envelopes delineating the corresponding year.
2. Letters of reference from a major bank or lending institution.
3. Representation that the proposer is not in default under any lease or purchase contract.
4. A statement describing any litigation in which the entity and principals have been involved during the past five years.
5. A statement regarding any past or current bankruptcies involving the entity, the principals, or any affiliates during the past seven years.

Financial information shall be kept confidential to the extent permitted by law. The City reserves the right to perform a background or credit check on any proposer or its principals. Additional information may also be requested.

VII. PROPOSAL FORMAT AND CONTENT

Proposals shall include and will be evaluated on the specific information requested below. To expedite review by the City, information provided in the proposal must be presented in the following sequence and format, and identified by corresponding letter/ number:

A. Proposer Qualifications and Experience

1. Legal structure of entity submitting proposal; i.e. sole proprietor, partnership, corporation, etc. If a partnership or corporation, indicate the ownership, rights and roles of each member of the partnership or corporation. Preference will be given to a single proposal providing multiple programs or services. Single proposers, consisting of consortiums, joint ventures, or other partnership ventures, must clearly establish that all license negotiation responsibilities will rest solely with one individual, firm or legal entity.
2. All principals of entity submitting proposal, and a contact person with contact address, phone number, and e-mail.
3. Business and personal references of all principals as well as for the proposing entity, if applicable.
4. Related experience of principals, including number of years, type of business, positions held, special training, certifications, level of authority, etc.
5. Verifiable track record of success in similar or related business operations. Provide the name and location of all existing operations and any operations managed in the past five years.
6. Evidence of financial ability to fulfill probable license commitments, including ability to provide equipment and furnishings.
7. Any additional information that will assist the City in evaluating the proposal.

B. Location(s) of current restaurant operations

1. Describe the proximity of any and all restaurant operations currently being managed to the City of Hobbs and the Rockwind Community Links Golf Course.

C. Proposed Restaurant, Bar and Food Services

Proposal shall include a detailed description of the proposed services, including, but not limited to:

1. Type(s) and description of food to be offered including menus for restaurant, bar and catering service.
2. Type(s) and description of catering, banquets, room rentals and special event services offered.
3. Type(s) and description of bar services offered
4. Proposed hours of operation, including holidays.
5. Proposed staffing plan including involvement of principal(s) and/or owner(s) in operations.
6. Names, qualifications, and certifications of operator's chef and management staff.
7. Intended use of various areas of the facility.
8. Safety plan covering the various types of services included in this proposal.

9. Other information, as necessary, to fully describe proposed services.

C. Financial stability and return to the City

1. Methodology for determining pricing; proposed prices, and general pricing strategy for food, beverage and other related services.
2. Proposed license term (such as five years with an opportunity to extend in five year increments if both parties agree). The City is open to consider longer terms for proposals that include substantial investments in facility upgrades.
3. Proposal for revenue to the City over the course of the proposed term. The City prefers a fixed monthly rent that will escalate over the course of the license term, but is also willing to consider a base rent and percentage of gross revenue as the basis for the City's compensation.

D. Quality of equipment and furnishings

It should be assumed that the buildings will contain only the equipment that is present at the Mandatory Walk Through. Each proposal shall include a list of the equipment and furnishings that operator will provide for the proposed services. It is possible; however, that the building will have additional kitchen equipment and furnishings including some amount of kitchen appliances and tables/chairs. All proposers will be notified as soon as a final status on this item is determined.

E. Yearly Operations Summary and Business Plan

The proposal shall include a Proposed Yearly Operations Summary for each of the first three (3) years of the proposed term of the license. The operator's proposed business plan shall address:

- Proposed financial return to the City
- Budget plan
- Financial stability
- Financial transparency

F. Resident Bidder/Veterans Preference

G. Additionally, the proposal may also include a description of the proposed start-up strategy including, but not limited to:

1. Furnishings
2. Expendable equipment
3. Supplies and materials for the operation of services and programs
4. Staffing level including all required positions, qualifications, functions, and pay rates
5. Proposed marketing plan
6. Proposed written revenue handling procedures and policies
7. Proposed written safety procedures and policies
8. Proposed reservation/point-of-sale system and related equipment.
9. Customer service plan
10. Proposed plan for establishing and maintaining positive relationships with golf and community groups.

11. Other information, as necessary, to fully describe start up strategy

I. Signature

The proposal must be signed by the proposer or an officer, partner or other representative duly authorized to sign such proposals on behalf of the proposer. If not signed by the proposer, a notarized resolution of the governing board of the entity establishing such authority to the signer must be attached.

INFORMATION DISCLAIMER:

The information contained herein is in summary form. It is believed to be accurate. However, no warranties are expressed or implied.

PROVIDING RESTAURANT, FOOD & BEVERAGE AND CATERING SERVICES
AT ROCKWIND COMMUNITY LINKS GOLF COURSE.

PROPOSAL FORM

TO: The City of Hobbs, New Mexico _____, 2015

Proposal of _____:

A) A Corporation under the laws of the State of _____; or

B) A partnership consisting of _____; or

C) An individual trading as _____.

The undersigned proposer, pursuant to the foregoing "Request for Qualifications", has carefully examined the Instructions to Proposers, this proposal form and the Detailed Scope of Work.

COMPANY

BY:

Resident Bidder Preference #

TYPE OR PRINT NAME

ADDRESS

TELEPHONE NUMBER

City

STATE/ZIP

NOTE: To be valid, proposal must be signed. The signature of a corporation is its president or an authorized vice president, attested by the secretary. A signature of a partnership must be a valid partner.

DO NOT RETURN A REQUEST FOR PROPOSAL FORM IN CASE OF A "NO BID".

IF APPLICABLE - BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING

AMENDMENT(S):

AMENDMENT NO: ___ DATED: ___ AMENDMENT NO: ___ DATE:

AMENDMENT NO: ___ DATED: ___ AMENDMENT NO: ___ DATE:



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 16, 2015

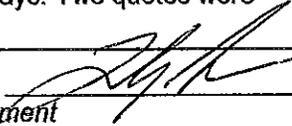
SUBJECT: City Hall Employee Parking Lot Paving

DEPT. OF ORIGIN: General Services
DATE SUBMITTED: March 6, 2015
SUBMITTED BY: Ronny Choate, Director of General Services

Summary:

The City of Hobbs desires to enter into a Cooperative Educational Services Contract with Lasco Construction, Inc. a Hobbs New Mexico company. The project includes re-construction of the parking area with some additional concrete work at vehicle driveways and pedestrian walkways. Two quotes were received for the work and the Lasco price was the lowest.

Fiscal Impact:

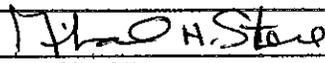
Reviewed By: 
Finance Department

Total cost of this project including Bonding and GRT will be \$178,337.64. Payment will be from Employee Parking Lot Line Item 1-010423-44901-223. Funded from a reclassification from 1-010423-44901-148 Pavement Rehabilitation.

Attachments:

Lasco quote for Employee Parking Lot City Hall

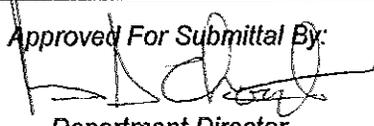
Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Approve request to enter into a CES contract with Lasco Construction, Inc.

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. _____

LASCO

CONSTRUCTION, INC.

License No. 13641

PHONE (575) 393-9161
FAX (575) 397-4993

BOX 877

314 W. MARLAND

HOBBS, N.M. 88241

March 6, 2015

City of Hobbs
200 E. Broadway
Hobbs, NM 88240

Attn: Ronny Choate

Re: CES Quote - Employee Parking East of City Hall

Lasco Construction, Inc. is pleased to present you with a CES proposal for the employee parking east of City Hall

1. Reclaim existing material, process, shape and compact existing material to place 3" hot-mix SP IV and haul off and dispose of excess material - approximately 6819 SY
2. Furnish and place 3" hot-mix SP IV - approximately 6819 SY
3. Removals
 - a. Curb and gutter 60 LF
 - b. Sidewalk 445 SF
 - c. Island 480 SF
 - d. Saw cut 56 LF
 - e. Post 61 driveway 468 SF
4. Three (3) 4" bollard
5. 52 SY 6" drive pad
6. 108 SF 4" sidewalk
7. Remove and reset 46 car stops
8. Layout and stripe (one coat)

Pricing Method: Alternative Costing Method

Price	\$145,734.94
Alternative Costing 17%	<u>24,774.94</u>
	170,509.88
Less Owner discount	<u>(6,820.40)</u>
	163,689.48
Bond	<u>3,273.79</u>
	166,963.27
Tax	<u>11,374.37</u>
Total	<u>\$178,337.64</u>

If you have any questions please let us know.

Sincerely,

John Ragsdal
by Julie Earhart
John Ragsdal
President/Estimator



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 16, 2015

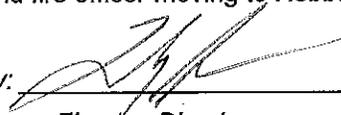
SUBJECT: Resolution to Approve Moving Expenses for New Hobbs Police and Fire Officers
DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: March 10, 2015
SUBMITTED BY: Michael H. Stone, City Attorney

Summary:

Over the past several years, the City has employed a number of incentives to recruit new police and fire officers. Currently both departments are adequately staffed and the need for hiring incentives has diminished. Consequently, all hiring incentives have ceased. However, the departments believe the City should continue providing moving expenses to new officers who move to Hobbs. Currently the City provides up to \$1,500.00 to officers for reimbursed moving expenses. This proposal would increase the moving expenses up to \$3,500.00 for allowable reimbursed moving expenses pursuant to IRS rules determining taxable vs. non-taxable moving reimbursements.

Fiscal Impact:

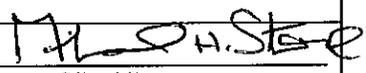
This Resolution will cost the City up to \$3,500.00 for each new police and fire officer moving to Hobbs

Reviewed By: 
Finance Director

Attachments:

Resolution

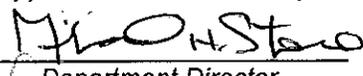
Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

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. 6266

A RESOLUTION AUTHORIZING
THE APPROVAL OF MOVING EXPENSES FOR
NEW HOBBS POLICE AND FIRE OFFICERS

WHEREAS, the City in the past has employed a number of incentives to recruit new police and fire officers; and

WHEREAS, both departments are currently adequately staffed and the need for hiring incentives has diminished and have ceased; and

WHEREAS, the City should continue to provide moving expenses to new police and fire officers; and

WHEREAS, this proposal would increase allowable moving expenses to \$3,500.00 pursuant to IRS rules determining taxable vs. non-taxable moving expense reimbursements;

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 on behalf of the City of Hobbs this proposal to increase reimbursable moving expenses for Hobbs police officers and Hobbs fire officers to \$3,500.00 pursuant to IRS rules determining taxable vs. non-taxable moving expense reimbursements.

PASSED, ADOPTED AND APPROVED this 16th day of March, 2015.

SAM D. COBB, Mayor

Attest:

JAN FLETCHER, City Clerk