

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Christopher R. Mills

Patricia A. Taylor

Joseph D. Calderón

Dwayne Penick

Don R. Gerth

Acting City Manager

Manny Gomez

February 4, 2019



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

Monday, February 4, 2019 - 6:00 p.m.

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner - District 1

Christopher R. Mills
Commissioner - District 2

Patricia A. Taylor
Commissioner - District 3

Joseph D. Calderón
Commissioner - District 4

Dwayne Penick
Commissioner - District 5

Don R. Gerth
Commissioner - District 6

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the January 22, 2019, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

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

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

2. Resolution No. 6757 - Approving the FY 2019 DFA 2nd Quarter Financial Report (*Toby Spears, Finance Director*)
3. Resolution No. 6758 - Approving the FY 2019 Lodgers' Tax DFA 2nd Quarter Financial Report (*Toby Spears, Finance Director*)
4. Consideration of Approval of a Memorandum of Understanding with the Hobbs Municipal Schools for Field Use at Veterans Memorial Complex (*Doug McDaniel, Parks & Recreation Director*)

DISCUSSION

5. 2020 Census Update (*Meghan Mooney, Communications Director*)

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

6. Resolution No. 6759 - Approving an Affordable Housing Funding Commitment and Letter of Financial Support to YES Housing, Inc., for a Proposed Affordable Housing Complex to be Located Near the Southwest Corner of the Intersection of Navajo and Dal Paso (*Kevin Robinson, Development Director*)
7. Resolution No. 6760 - Approving a Development Agreement with Gold Creek Homes Concerning the Development of Market Rate Single-Family Housing Units (*Kevin Robinson, Development Director*)
8. Consideration and Approval of RFP No. 506-19 to Furnish Water and Wastewater Cost of Service and Rate Design Study and Recommendation to Accept the Proposal from NewGen Strategies & Solutions (*Tim Woomeer, Utilities Director*)
9. Consideration of Approval of Agreements Establishing Tournament Fees with Permian Basin USSSA Baseball, Hobbs USSSA Girls Fastpitch Softball and Hobbs USSSA Adult Slowpitch Softball (*Doug McDaniel, Parks & Recreation Director*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

10. Next Meeting Date:
 - ▶ City Commission Regular Meeting
Monday, February 25, 2019, 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. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 4, 2019

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: January 29, 2019
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of January 22, 2019

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

Minutes of the regular meeting of the Hobbs City Commission held on Tuesday, January 22, 2019, 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 City Clerk called the roll and the following answered present:

Mayor Sam D. Cobb
Commissioner Marshall R. Newman
Commissioner Christopher Mills
Commissioner Patricia A. Taylor
Commissioner Joseph D. Calderón
Commissioner Dwayne Penick
Commissioner Don Gerth

Also present:

Manny Gomez, Acting City Manager/Fire Chief
Efren Cortez, City Attorney
Chris McCall, Police Chief
Brian Dunlap, Deputy Police Chief
Clipper Miller, Police Captain
Shane Blevins, Police Lieutenant
Chad Wright, Police Captain
Barry Young, Deputy Fire Chief
Todd Randall, City Engineer
Kevin Robinson, Development Director
Doug McDaniel, Parks and Recreation Director
Matt Hughes, Golf Superintendent
Meghan Mooney, Communications Director
Nicholas Goulet, Human Resources Director
Tracy South, Assistant Human Resources Director
Toby Spears, Finance Director
Sandy Farrell, Library Director
Ann Betzen, Risk Manager/Executive Assistant
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
42 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting held on January 7, 2019, be approved as presented. Commissioner Taylor seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Acting City Manager/Fire Chief Manny Gomez recognized the employees who have reached milestone service awards with the City of Hobbs for the month of January, 2019. He read their job titles and gave a brief summary of the job duties performed by each of the following employees:

- ▶ 5 years - Lou Maldonado, Parks Department
- ▶ 5 years - Nicholas Goulet, Human Resources Department
- ▶ 5 years - Lonnie Creed, Hobbs Fire Department
- ▶ 5 years - Miguel-Angel Pineda, Utilities Department
- ▶ 10 years - Jessica Quiroz, Hobbs Police Department
- ▶ 10 years - Mark Garcia, Hobbs Fire Department

Acting City Manager/Fire Chief Gomez thanked the Commission for recognizing the employees and their service to the City. He stated employees are the most important resource and asset within the organization. Acting City Manager/Fire Chief Gomez expressed thanks and appreciation to the employees and their families.

Public Comments

Mayor Cobb stated under the Rules of Procedure for the City Commission, a sign-up form is utilized for citizens wishing to speak during public comments. For the record, the Mayor noted there were no citizens who signed the Public Comment Registration Form who wished to speak.

Mayor Cobb welcomed Honorable Magistrate Judge Jimmy Jones and Mr. T. J. Parks, Hobbs Municipal Schools Superintendent, who are in the audience tonight.

Mayor Cobb requested that Item No. 10, Resolution No. 6753 - Approving an Infrastructure Development Agreement with Kress Jones Concerning the Development of Goings Road, be removed from the agenda.

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

Resolution No. 6749 - Authorizing an Application with the New Mexico Department of Health for EMS Fund Act Local Funding Program for Fiscal Year 2020.

Commissioner Gerth seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb no. The motion carried. A copy of the application and supporting documentation are attached and made a part of these minutes.

Discussion

Public Art Committee Update.

Ms. Mary Lyle, member of the Public Art Committee, presented an update to the Commission regarding the selection of art for the Center of Recreational Excellence (CORE). Ms. Lyle recognized the other members of the committee who are in attendance at the meeting. During her PowerPoint presentation, Ms. Lyle explained how 1% funding is acquired for the arts from the New Mexico Junior College's General Obligation Bond and additional funds were added for this project by the J. F Maddox Foundation. Ms. Lyle stated the Public Art Committee evaluated different artists to select a sculpture for the CORE which could capture the essence of what the CORE is all about. Ms. Lyle stated Ms. Gail Folwell was selected as the artist to create the Emperor Chimes sculpture for the outside of the CORE. She stated Ms. Folwell is an athlete and an artist specializing in the graphic and sculptural art of sport. Ms. Lyle further stated Ms. Folwell was named "Sport Artist of the Year" in 2015 by the National Art Museum of Sport.

Mayor Cobb and the Commission thanked Ms. Lyle and the committee for their hard work in selecting a piece of art that will compliment the spirit and style of the overall CORE facility.

Action Items

PUBLIC HEARING: Resolution No. 6750 - Regarding the Transfer of Ownership and Location of Liquor License No. 2714 from the Magic Sports Bar and Ballroom, 1401 North Turner Street, to Holiday Restaurant, 2827 North Dal Paso, Suite 136, Hobbs, New Mexico.

Mr. Efred Cortez, City Attorney, was appointed as the Hearing Officer. Mr. Cortez recognized Mr. Fred Baker, owner of Holiday Restaurant, in the audience. Mr. Baker was sworn in as a witness to testify on behalf of Holiday Restaurant by Ms. Jan Fletcher, City Clerk.

In response to Mr. Cortez' inquiry, no members of the audience requested to speak in support of the application or against the application for transfer of ownership of the above-referenced liquor license.

Mr. Cortez stated the State of New Mexico Alcohol and Gaming Division has granted preliminary approval to the application for transfer of ownership of the liquor license and a public hearing has to be held within 45 days of receipt of the application on whether or not the proposed transfer of ownership of the license should be granted. Mr. Cortez further stated the application can be denied for only three reasons which are as follows: (1) if the location is within 300 feet of a church or school, which is not applicable here; (2) if it is in violation of a zoning or other ordinance of the governing body, which is not applicable here; and (3) if the issuance would be detrimental to the public health, safety or morals of the residents of the local option district. He further stated disapproval by the governing body on public health, safety or morals must be based on and supported by substantial evidence pertaining to the specific prospective transferee and a copy of the record must be submitted to the Alcohol and Gaming Division. Mr. Baker testified that all the above statements made by Mr. Cortez are true and correct to his knowledge. He also testified that he is not in any violation of the above three reasons that would deny the transfer of ownership. Mr. Baker stated the liquor license is currently owned by Magic Sports Bar and Ballroom which has not been in business for three years. He also stated Holiday Restaurant has been in establishment since 1988 and will be serving alcoholic beverages by the drink only.

Proper publication having been made, and there being no discussion and no comments from the audience, Commissioner Calderón moved that Resolution No. 6750 be approved authorizing transfer of ownership and location of License No. 2714 to Holiday as described above. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and application packet are attached and made a part of these minutes.

Consideration of Approval of a Task Order to the Annual Pavement Agreement with Ramirez & Sons for Paving of Two (2) Parking Lots at the Veterans Memorial Complex (HHS Parking Lot and the Ziaplex Parking Lot).

Mr. Doug McDaniel, Parks and Recreation Director, explained the task order and stated the City of Hobbs Parks and Recreation Department is requesting approval to pave two parking lots at the Veterans Memorial Complex. He stated the two lots being paved at the Veterans Memorial Complex are the Hobbs High School (HHS) parking lot which will cost \$259,503.70 and the Ziaplex parking lot which will cost \$195,330.00. Mr. McDaniel stated the Hobbs Municipal Schools has agreed to contribute \$100,000.00 toward the cost of improvements at the parking lot HHS utilizes at the Veterans Memorial Complex. He stated this would reduce the City's funding level for the HHS parking lot to \$159,503.70 not including GRT.

in response to Commissioner Mills' question, Mr. McDaniel stated trees have been removed at Ziaplex because the removal of leaves on the turf has become a big task for City staff. He stated the City will be installing new shade structures at Ziaplex to replace the shading from the trees.

Commissioner Newman moved to approve the task order with Ramirez & Sons in the amount of \$485,819.25 without GRT for paving of two parking lots at the Veterans Memorial Complex (HHS Parking Lot and the Ziaplex Parking Lot) as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Resolution No. 6751 - Approving the Final Plan for Broadmoor Shopping Center, Re-Plat of Tract 2C, as Recommended by the Planning Board.

Mr. Kevin Robinson, Development Director, explained the resolution and stated the final plan for Broadmoor Shopping Center, Re-Plat of Tract 2C, was submitted by the property owner, Tomorrow IX Broadmoor L.P. He stated the subdivision is located northwest of the intersection of Sanger and Turner Streets within the municipal boundaries. Mr. Robinson stated the subdivision encompasses +/- 10.78 acres and will contain five lots currently utilized for commercial purposes. He stated the Planning Board reviewed this issue on January 15, 2019, and voted 5-0 in favor of recommended approval. Mr. Robinson stated each lot will be fully contained within a single lot and there will not be a negative impact on egress into the roadways.

Following some brief questions, Commissioner Calderón moved to approve Resolution No. 6751 as presented. Commissioner Newman seconded the motion and the vote was

recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6752 - Approving a Development Agreement with Diebal, LLC, Concerning the Development of Market Rate Single-Family Housing Units.

Mr. Robinson explained the agreement and stated Diebal LLC, has requested a development agreement concerning the development of single-family housing units located at the Northeast corner of Stanolind Road and Heizer Middle School. He stated the developer proposes to produce market rate single-family units and is requesting infrastructure incentives in the amount of \$18,900.00. Mr. Robinson stated the single-family housing units will have a permanent foundation and are not mobile homes.

Following a brief discussion, Commissioner Penick moved to approve Resolution No. 6752 as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6754 - Repealing Resolution No. 6721 and Approving the Purchase of a 2019 Ford F550 Type 5 Skeeter Brush Truck at a Cost of \$195,394.00 Utilizing an HGAC Contract

Mr. Barry Young, Deputy Fire Chief, stated that on October 1, 2018, the Hobbs City Commission approved Resolution No. 6721 authorizing the purchase of a 2017 Ford F550 Type 6 Brush Truck utilizing a HGAC contract in the amount of \$194,681.00 as recommended by the Hobbs Fire Department (HFD). He stated on October 3, 2018, HFD was advised by the vendor that the truck was no longer available through HGAC for purchase. Deputy Fire Chief Young stated HFD wishes to have Resolution No. 6721 repealed in order to obtain approval for the purchase of a Type 5 Skeeter Brush Truck. He stated HFD has received a proposal from Siddons-Martin Emergency Group and wishes to purchase a 2019 Ford F550 Type 5 Skeeter Brush Truck utilizing an HGAC contract. Deputy Fire Chief Young stated the specifications for the truck have been reviewed by a committee within HFD and it meets and/or exceed the standards followed by the department. He stated the truck will be delivered within 10 to 12 months but could arrive earlier. Deputy Fire Chief Young stated the 2006 Ford Quick Attack, which has had a lot of mechanical problems, will be sold at auction or donated to another fire department, at a later date.

In response to Commissioner Taylor's question, Deputy Fire Chief Young stated information about the unit will first be provided at the monthly County Fire Chiefs Meeting before notifying other departments in the State.

Commissioner Newman moved to approve Resolution No. 6754 repealing Resolution No. 6721 and approving the purchase of a 2019 Ford F550 Type 5 Skeeter Brush Truck in the amount of \$195,394.00, as presented. Commissioner Taylor seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6755 - Authorizing an Allocation of Lodgers' Tax Funds to the City of Hobbs Fire Department for the Firefighter Combat Challenge.

Mr. Toby Spears, Finance Director, stated a Lodgers' Tax Board meeting was held on January 9, 2019, and the Board heard a funding request from the Hobbs Fire Department (HFD) for the Firefighter Combat Challenge in the amount of \$44,392.43 to be held on July 4 and 5, 2019. He explained the approved lodgers' tax allocation percentages based on the current City ordinance as follows:

- ▶ 15% for public safety and City incurred sanitation cost;
- ▶ 20% advertising and promotion of events for non-profit and for-profit organizations and public entities with no one event exceeding \$25,000.00;
- ▶ 25% support of Airport Commercial Air Service at the Lea County Airport; and
- ▶ 40% for advertising, promoting, marketing of events for the City of Hobbs and Lea County.

Mr. Spears stated as of December 31, 2018, the unallocated Cash Balance for Lodgers' Tax Fund for non-profit organizations is \$329,319.95.

Hobbs Fire Department (HFD) Captain Richard Rendon introduced the Firefighter Combat Challenge team as HFD Captain Mark Deporto, HFD Driver/Engineer Rodney Smith and HFD Firefighter Jordan Headley. Fire Captain Rendon presented a request from HFD for the Firefighter Combat Challenge in the amount of \$44,392.43 of which \$747.00 is for posters, flyers, programs and mailing, \$7,145.43 for print media, \$3,000.00 for electronic media, and \$7,500.00 is for Statewide and Regional advertisement and \$26,000.00 for the sanction fee. He stated the Firefighter Combat Challenge (FFCC) will be held on July 4 and 5, 2019. Fire Captain Rendon stated the FFCC was established in 1990 and the Hobbs Fire Department Combat Team was established in 1995. HFD Chief Manny Gomez, HFD Chief Tim Kent, HFD Battalion Chief Jarred Lewis, and HFD Driver Engineer Chad Hardison are the individuals who established the team. He stated

these gentlemen set a foundation and tradition for physical fitness within the department and the goal today is to keep the tradition going. Fire Captain Deporto stated the Combat Team traveled coast to coast last year from Florida, Colorado and New Mexico to California to compete against the best. He stated they placed at all of the competitions and won first place in Colorado for the first time in HFD Combat Team history. Fire Captain Deporto stated during the last week of October, 2018, they competed in Sacramento, California, for the World Challenge where more than 10 different countries competed throughout the week with over 50 teams and 400 competitors. Fire Captain Deporto stated they placed 8th in the Team and Relay category and Driver Engineer Rodney Smith placed 3rd overall in the World. Fire Captain Rendon stated a 500 person audience is anticipated to attend the event and 300 will lodge in Hobbs for two nights.

Commissioner Mills stated the HFD representatives are great speakers and he enjoyed their presentation.

Commissioner Calderón moved to approve the Lodgers' Tax Board's funding recommendation for the HFD for the Firefighter Combat Challenge in the amount of \$44,392.43, as presented. Commissioner Taylor seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6756 - Authorizing Budgetary Adjustment #3 for FY 18-19.

Mr. Spears stated the budget is prepared prior to the beginning of the fiscal year and it becomes necessary to adjust the budget for items not contemplated at the time of its preparation, or for issues that arise during the fiscal year. He stated the budgetary adjustment includes reclassifications to expenditure accounts within their own funds as well as cash transfers between funds. Mr. Spears stated the total expenditures increased by \$1,793,113.00 and total revenues increased by \$7,237,800.00. He stated the ending cash balance for all funds increased from \$53,444,154.27 to \$58,888,841.27, which is a net increase of \$5,444,687.00. He further stated transfers to various funds in this budget adjustment include:

- CORE from General \$900,000.00
- Senior Center from General Fund \$118,962.00
- Community Development from General Fund \$180,000.00
- Lodgers' Tax to General Fund \$230,500.00

Acting City Manager/Fire Chief Gomez stated recurring costs are included for a part-time position for Human Resources, a full-time position for the Hobbs Police Department and two full-time positions for the Hobbs Animal Adoption Center.

Mr. Spears stated the Older American Fund is the Meals on Wheels program which is a grant with a local match. He stated the State's fiscal year is from October 1 through September 30 of the following year which differs from the City's fiscal year and requires a budget adjustment.

In response to Commissioner Penick's question, Mr. Spears stated the general fund reserve balance increased from 34% to 38% due to flowback that can be viewed in the Citizen Transparency on the City's website.

Commissioner Penick moved to approve Resolution No. 6756 as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration and Approval of RFP No. 505-19 to Furnish a Compensation Study and Recommendation to Accept Proposal from Evergreen Solutions, LLC.

Mr. Nicholas Goulet, Human Resources Director, stated in November, 2018, the Human Resources Department submitted RFP No. 505-19 for a comprehensive compensation study for all current positions. He stated two proposals were received in response to the proposed RFP but only one proposal was deemed responsive with all of the required information provided. Mr. Goulet stated the Compensation Committee, consisting of himself, Acting City Manager/Fire Chief Gomez and Mr. Toby Spears, Finance Director, reviewed the details of the proposal. He further stated Evergreen Solutions, LLC., scored 87 out of 100 total possible points. Mr. Goulet stated he checked references with the City of Carlsbad, New Mexico, who had previously used their services in 2014 and 2018.

Mr. Goulet stated this compensation study will focus on both Public Safety and General positions with each running independently of the other. He further explained the compensation study will focus on both public and private sectors to ensure that the City remains competitive with recruitment and retention plans. He added it has been approximately 12 years since the City's last major compensation change to the Oliver Pay System which classified the current City employees. Mr. Goulet stated the goal is to create an ongoing structure that improves the City's ability to recruit, reward, motivate and retain talent in a competitive environment that includes both public and private sector employees.

Mr. Goulet stated the compensation study will take approximately three and a half months to complete with the following milestones to be completed:

- Project Initiation
- Evaluation of Current Compensation System
- Identify list of Market Survey Benchmarks and Approved List of Targets
- Conduct Market Surveys and provide External Assessment Summary
- Conduct Benefit Surveys
- Develop Strategic Positioning Recommendations
- Develop and Submit Draft and Final Reports
- Develop Recommendations for Compensation Administration

Commissioner Gerth moved to approve award of RFP No. 505-19 for the compensation study to Evergreen Solutions, LLC, in the amount of \$59,000.00, as presented. Commissioner Penick seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Mayor Cobb stated the next regular Commission meeting will be held on Monday, February 4, 2019.

Acting City Manager/Fire Chief Gomez stated the City of Hobbs Father and Daughter Dance hosted by the Parks and Recreation Department will be held on February 8, 2019.

Acting City Manager/Fire Chief Gomez stated the first Spanish CPR class was recently held at the Hobbs Fire Department and there were 29 participants which shows an interest in the new class format.

Commissioner Gerth stated there are different types of activities held in Hobbs every week. He expressed appreciation to everyone for all of the work and input to improve the quality of life for the citizens of our community.

Commissioner Mills agreed with Commissioner Gerth and stated he attended a recent baseball tournament and received many compliments on the outstanding fields which the City has in its community.

Commissioner Taylor thanked Mr. Joe Cotton with the NAACP for the Dr. Martin Luther King Celebration this past weekend.

Commissioner Taylor bragged on the CORE facility and stated she appreciates Hobbs for all the amenities it does have.

Commissioner Penick thanked everyone for attending tonight's Commission meeting.

Commissioner Penick recognized Hobbs Police Chief Chris McCall on his retirement announcement. He expressed his appreciation to Chief McCall for his years of service and all of the work he has done in the community,

Commissioner Penick congratulated Mr. Cortez on his recent marriage.

Commissioner Penick thanked the HFD for its work in bringing the Fire Combat Challenge to Hobbs and for the presentation tonight.

Mayor Cobb expressed his appreciation for everyone's attendance at tonight's meeting.

Mayor Cobb stated the Economic Development Corporation of Lea County will be hosting an "*Evening with Lea County*" in Santa Fe, New Mexico, on January 31, 2019. Mayor Cobb stated he will be meeting with the Governor and other Legislators while he is there.

Adjournment

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 7:20 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 4, 2019

SUBJECT: Resolution approving the FY2019 DFA 2nd Quarter (Dec 2018) Financial Report
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: January 25, 2019
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

Submitting the FY2019 2nd Quarter DFA Financial Report for the approval of the governing body. The Department of Finance and Administration requires that the 4th Quarter DFA Report is approved by resolution, however, it recommends all quarterly reports be approved by the governing body.

Fiscal Impact:

Reviewed By: _____

[Signature]
Finance Department

The ending cash balance represents actual revenue and expenditure activity from 07/01/18-12/31/18.

- Actual Ending Cash Balance at 12/31/18 is \$109,843,663.12 for all funds (restricted and unrestricted).
- The City of Hobbs year-to-date actual revenues and expenditures for the period are \$64,317,898.52 and \$53,167,296.41 respectively.

Attachments:

- 2nd Quarter DFA Report Recap
- December 31, 2018 City of Hobbs Cash Report
- Resolution approving 2nd Quarter DFA Report

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK' S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 6757

A RESOLUTION APPROVING THE FY2019
DFA 2nd QUARTER FINANCIAL REPORT

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

WHEREAS, the ending cash balance for the period ended December 31, 2018 was \$109,843,663.12 for all funds; and

WHEREAS, the City of Hobbs actual year-to-date revenue and expenditures for fiscal year 2019 crosswalk the amounts to the DFA 2nd Quarter Financial Report;

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

PASSED, ADOPTED AND APPROVED this 4th day of February, 2019.

JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk

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

Report Recap - Fiscal Year 2018-2019 - Hobbs (City) - FY2019 Q2

Printed from LGBMS on 2019-01-25 13:10:10

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Adjustments	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	54,640,046.00	0.00	38,885,884.15	-3,778,232.49	26,780,511.69	-778,704.97	62,188,481.00	2,231,709.31	59,956,771.69
20100 Corrections	559,797.00	0.00	87,981.11	0.00	20,200.67	1,010.11	628,587.55	0.00	628,587.55
20600 Emergency Medical Services	11.00	0.00	20,000.00	0.00	6,695.81	0.00	13,315.19	0.00	13,315.19
20900 Fire Protection	444,158.00	0.00	323,152.00	0.00	38,625.08	1,634.60	730,319.52	0.00	730,319.52
21100 Law Enforcement Protection	87,000.00	0.00	79,200.00	0.00	88,624.37	48.28	77,623.91	0.00	77,623.91
21400 Lodgers' Tax	1,382,921.00	0.00	1,369,937.13	-439,000.00	144,109.44	0.00	2,169,748.69	0.00	2,169,748.69
21600 Municipal Street	2,024,651.00	0.00	447,528.12	0.00	62,118.59	0.00	2,410,060.53	0.00	2,410,060.53
21700 Recreation	75,000.00	0.00	1,160,213.29	2,240,105.49	4,284,233.99	883,915.21	75,000.00	0.00	75,000.00
21900 Senior Citizens	1,000.00	0.00	100,453.95	402,723.03	503,329.14	152.16	1,000.00	0.00	1,000.00
29900 Other Special Revenue	330,111.00	0.00	625,149.12	564,256.70	1,102,367.51	-68,179.68	348,969.63	0.00	348,969.63
30200 CDBG (HUD) Project	1,000.00	0.00	185,562.65	135,149.00	331,336.69	10,625.04	1,000.00	0.00	1,000.00
39900 Other Capital Projects	2,453,984.00	0.00	1,557,964.68	0.00	127,331.36	0.00	3,884,617.32	0.00	3,884,617.32
40400 NMFA Loan Debt Service	1,989,843.00	0.00	0.00	1,953,801.32	1,953,801.32	0.00	1,989,843.00	0.00	1,989,843.00
50100 Water Enterprise	6,529,591.00	0.00	3,684,478.65	-32,312.20	2,965,208.94	95.35	7,216,643.86	0.00	7,216,643.86
50200 Solid Waste Enterprise	1,975,305.00	0.00	3,392,031.21	0.00	3,242,079.25	0.00	2,125,256.96	0.00	2,125,256.96
50300 Wastewater/Sewer Enterprise	11,550,870.00	0.00	4,387,259.93	-1,921,489.12	3,269,817.38	35,002.18	10,781,825.61	0.00	10,781,825.61
50400 Airport Enterprise	288,518.00	0.00	17,339.34	0.00	26,011.83	0.00	279,845.51	0.00	279,845.51
50600 Cemetery Enterprise	1,000.00	0.00	102,641.14	60,463.29	163,104.43	0.00	1,000.00	0.00	1,000.00
51800 Golf Course Enterprise	1,000.00	0.00	482,000.07	814,534.98	1,298,938.83	2,403.78	1,000.00	0.00	1,000.00

69900 Other Internal Service	4,883,689.00	0.00	4,068,849.51	0.00	3,158,133.51	931.14	5,795,336.14	0.00	5,795,336.14
79900 Other Trust & Agency	9,380,838.00	0.00	3,340,272.47	0.00	3,600,716.58	3,796.71	9,124,190.60	0.00	9,124,190.60
Totals	98,600,333.00	0.00	64,317,898.52	0.00	53,167,296.41	92,729.91	109,843,665.02	2,231,709.31	107,611,955.71

City of Hobbs
Cash Balance by Fund
12/31/2018

		Ending Cash 06/30/2018	June - July FY2019 Revenues	Actual Cash TRANSFERS	June - July FY2019 Expenditures	FY19 Balance Sheet Adjustments	Ending Cash 12/31/18
GOVERNMENTAL FUNDS							
11000	001 GENERAL	54,640,045.37	38,885,884.15	(3,778,232.49)	26,780,511.69	778,704.97	62,188,480.37
29900	002 LAND ACQUISITIOI	326,192.47	5,050.00			-	331,242.47
		54,966,237.84	38,890,934.15	(3,778,232.49)	26,780,511.69	778,704.97	62,519,722.84
SPECIAL REVENUES							
20100	110 LOCAL GOV CORR	559,796.11	87,981.11		20,200.67	(1,010.11)	628,586.66
21100	120 POLICE PROTECTIC	87,000.00	79,200.00		88,624.37	(48.28)	77,623.91
29900	130 P D N (parif, drug,	1,918.75				-	1,918.75
29900	140 SAFER Grant	1,000.00	184,372.55	51,679.44	229,215.83	-	7,836.16
29900	150 COPS GRANT	1,000.00	151,110.28	223,442.90	374,553.18	-	1,000.00
21700	160 HWLC	75,000.00	1,160,213.29	2,240,105.49	4,284,233.99	(883,915.21)	75,000.00
21900	170 OLDER AMERICAN	1,000.00	100,453.95	402,723.03	503,329.14	(152.16)	1,000.00
51800	180 GOLF	1,000.00	482,000.07	814,534.98	1,298,938.83	(2,403.78)	1,000.00
50600	190 CEMETERY	1,000.00	102,641.14	60,463.29	163,104.43	-	1,000.00
50400	200 AIRPORT	288,518.33	17,339.34		26,011.83	-	279,845.84
21400	230 LODGERS' TAX	1,382,920.55	1,369,937.13	(439,000.00)	144,109.44	-	2,169,748.24
29900	270 PUBLIC TRANSPOR	-	284,616.29	289,134.36	498,598.50	68,179.68	6,972.47
20900	280 FIRE PROTECTION	444,158.18	323,152.00		38,625.08	(1,634.60)	730,319.70
20600	290 EMER MEDICAL SE	11.27	20,000.00		6,695.81	-	13,315.46
30200	370 COMM DEVE CON'	1,000.00	185,562.65	135,149.00	331,336.69	(10,625.04)	1,000.00
		2,845,323.19	4,548,579.80	3,778,232.49	8,007,577.79	(831,609.50)	3,996,167.19
CAPITAL PROJECTS FUNDS							
39900	460 BEAUTIFICATION II	1,538,849.89				-	1,538,849.89
21600	480 STREET IMPROVEN	2,024,650.68	447,528.12		62,118.59	-	2,410,060.21
39900	490 CITY COMM. IMPR	512,265.22	1,557,964.68			-	2,070,229.90
		4,075,765.79	2,005,492.80		62,118.59	-	6,019,140.00
DEBT SERVICE FUNDS							
40400	510 UTILITY BOND	-		32,312.20	32,312.20	-	-
40400	530 2005 WASTEWATE	1,989,842.96		1,921,489.12	1,921,489.12	-	1,989,842.96
		1,989,842.96		1,953,801.32	1,953,801.32	-	1,989,842.96
TOTAL GOVERNMENTAL FL		63,877,169.78	45,445,006.75	1,953,801.32	36,804,009.39	(52,904.53)	74,524,872.99
ENTERPRISE FUNDS							
50200	100 SOLID WASTE	1,975,305.24	3,392,031.21		3,242,079.25	-	2,125,257.20
39900	440 JOINT UTILITY EXTI	402,868.75			127,331.36	-	275,537.39
50100	600 JOINT UTILITY	5,554,307.33		(93,017.79)	1,881,481.42	(103.24)	3,579,911.36
50100	610 JOINT UTILITY CON	1,000.00		926,320.47	926,320.47	-	1,000.00
50300	620 WASTE WATER PL	11,548,869.72	366,499.01		1,725,290.31	(4,276.06)	10,194,354.48
50300	630 JOINT UTILTY - W	1,000.00		1,513,800.95	1,544,527.07	(30,726.12)	1,000.00
50300	650 JOINT UTILTY INCL	1,000.00	4,020,760.92	(3,435,290.07)		-	586,470.85
50100	660 JOINT UTILITY INCL	1,000.00	3,515,448.89	(865,614.88)		7.89	2,650,826.12
50100	680 METER DEPOSIT RI	973,283.94	169,029.76		157,407.05	-	984,906.65
TOTAL ENTERPRISE FUNDS		20,458,634.98	11,463,769.79	(1,953,801.32)	9,604,436.93	(35,097.53)	20,399,264.05
INTERNAL SERVICE FUNDS							
69900	640 MEDICAL INSURAN	3,737,836.73	3,652,885.14		2,734,272.86	-	4,656,449.01
69900	670 WORKERS COMP T	1,069,590.48	312,543.96		301,095.06	-	1,081,039.38
69900	690 INTERNAL SUPPLY	76,262.04	103,420.41		122,765.59	(931.14)	57,848.00
TOTAL INTERNAL SERVICE I		4,883,689.25	4,068,849.51	-	3,158,133.51	(931.14)	5,795,336.39
TRUST AND AGENCY FUNDS							
79900	700 MOTOR VEHICLE	22,290.49	2,782,502.75		2,787,025.59	2,205.90	15,561.75
79900	710 MUNI JUDGE BON.	103,565.84				(2,778.00)	106,343.84
79900	720 RETIREE HEALTH II	9,000,000.00	519,471.73		771,552.76	(2,977.57)	8,750,896.54
79900	730 CRIME LAB FUND	72,649.55	36,706.50		39,630.00	-	69,726.05
79900	750 FORECLOSURE TRL	71.88				-	71.88
79900	760 RECREATION TRUS	-				-	-
79900	770 LIBRARY TRUST	5,756.00	502.75		347.87	-	5,910.88
79900	780 SENIOR CITIZEN TR	9,088.18	1,590.00			-	10,678.18
79900	790 PRAIRIE HAVEN M.	5,680.71	32.36			-	5,713.07
79900	800 COMMUNITY PARI	1,519.50	8.65			-	1,528.15
79900	820 EVIDENCE TRUST F	131,237.46	(1,348.06)			-	129,889.40
79900	830 HOBBS BEAUTIFUL	24,069.53	133.56		1,323.33	-	22,879.76
79900	860 CITY AGENCY TRUS	4,907.95	672.23		837.03	(247.04)	4,990.19
TOTAL TRUST AND AGENCI		9,380,837.09	3,340,272.47	-	3,600,716.58	(3,796.71)	9,124,189.69
GRAND TOTAL ALL FUNDS		98,600,331.10	64,317,898.52	-	53,167,296.41	(92,729.91)	109,843,663.12

Row Labels	Beg. Cash	Revenues	Actual Cash transfers	Expenditures	Adjustments	Sum of Ending Cash 12/31/18
11000	54,640,045.37	38,885,884.15	(3,778,232.49)	26,780,511.69	778,704.97	62,188,480.37
20100	559,796.11	87,981.11		20,200.67	(1,010.11)	628,586.66
20600	11.27	20,000.00		6,695.81	0.00	13,315.46
20900	444,158.18	323,152.00		38,625.08	(1,634.60)	730,319.70
21100	87,000.00	79,200.00		88,624.37	(48.28)	77,623.91
21400	1,382,920.55	1,369,937.13	(439,000.00)	144,109.44	0.00	2,169,748.24
21600	2,024,650.68	447,528.12		62,118.59	0.00	2,410,060.21
21700	75,000.00	1,160,213.29	2,240,105.49	4,284,233.99	(883,915.21)	75,000.00
21900	1,000.00	100,453.95	402,723.03	503,329.14	(152.16)	1,000.00
29900	330,111.22	625,149.12	564,256.70	1,102,367.51	68,179.68	348,969.85
30200	1,000.00	185,562.65	135,149.00	331,336.69	(10,625.04)	1,000.00
39900	2,453,983.86	1,557,964.68	0.00	127,331.36	0.00	3,884,617.18
40400	1,989,842.96		1,953,801.32	1,953,801.32	0.00	1,989,842.96
50100	6,529,591.27	3,684,478.65	(32,312.20)	2,965,208.94	(95.35)	7,216,644.13
50200	1,975,305.24	3,392,031.21		3,242,079.25	0.00	2,125,257.20
50300	11,550,869.72	4,387,259.93	(1,921,489.12)	3,269,817.38	(35,002.18)	10,781,825.33
50400	288,518.33	17,339.34		26,011.83	0.00	279,845.84
50600	1,000.00	102,641.14	60,463.29	163,104.43	0.00	1,000.00
51800	1,000.00	482,000.07	814,534.98	1,298,938.83	(2,403.78)	1,000.00
69900	4,883,689.25	4,068,849.51	0.00	3,158,133.51	(931.14)	5,795,336.39
79900	9,380,837.09	3,340,272.47	0.00	3,600,716.58	(3,796.71)	9,124,189.69
Grand Total	98,600,331.10	64,317,898.52	(0.00)	53,167,296.41	(92,729.91)	109,843,663.12



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 4th, 2019

SUBJECT: Approving the 2nd quarter fiscal year 2019 DFA Report for Lodgers' Tax.

DEPT. OF ORIGIN: Finance
DATE SUBMITTED: January 29th, 2019
SUBMITTED BY: Toby Spears, Finance Director

Summary:

The NM Department of Finance Administration recommends approving the City of Hobbs quarterly lodgers' tax process. The following attachment is for the 2nd quarter 2019 DFA report.

Fiscal Impact:

Reviewed By: 
Finance Department

The December 31, 2018 Cash Balance for the Lodgers' Tax Fund is \$2,169,748.24

Total lodgers' tax revenue for the 2nd quarter fiscal year 2019 was \$640,153.19 and total expenditures were \$311,642.62.

Attachments:

Resolution
12-31-2018 Financial Report



Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

To be determined by City Commission.

Approved For Submittal By:


Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6758

A RESOLUTION APPROVING THE FY2019
LODGERS' TAX DFA 2ND QUARTER FINANCIAL REPORT

WHEREAS, the State of New Mexico requires the 2nd quarter Lodgers' Tax DFA Financial Report to be approved annually, they now recommend that all quarterly financial reports be approved.

WHEREAS, the ending cash balance for the period ended December 31, 2018 was \$2,169,748.24 for lodgers' tax funds; and

WHEREAS, the City of Hobbs actual quarter-to-date lodgers' tax revenue and expenditures for fiscal year 2019 crosswalk the amounts to the DFA 2nd quarter financial report;

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

PASSED, ADOPTED AND APPROVED this 4th day of February, 2019.

JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk



FINANCE DEPARTMENT

200 E. Broadway
Hobbs, NM 88240

575-397-9235 bus
575-397-9450 fax

January 29th, 2019

Sherri Green, Budget and Finance Analyst
Department of Finance & Administration
Local Government Division
407 Galistero
Santa Fe, NM 87501

Re: 2nd quarter lodgers' tax quarterly report

Enclosed is the following:

2nd quarter lodgers' tax report for fiscal year 2019

Sincerely,

A handwritten signature in blue ink, appearing to read "Toby Spears", is written over the typed name.

Toby Spears, CPA
Finance Director
CITY OF HOBBS

INSTRUCTIONS

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

REPORTING ENTITY: City of Hobbs 5 (PERCENT IMPOSED) QUARTER ENDING: 12/31/2018
MONTHLY YEAR

1. REVENUE SUMMARY:	QUARTERLY AMOUNT <small>(THIS REPORTING PERIOD)</small>	YEAR-TO-DATE (Y-T-D) AMOUNT <small>(SUM OF ALL QUARTERS)</small>	2. REVENUE ALLOCATION:	QUARTERLY AMOUNT <small>(THIS REPORTING PERIOD)</small>	YEAR-TO-DATE (Y-T-D) AMOUNT <small>(SUM OF ALL QUARTERS)</small>
LODGERS' TAX PROCEEDS	\$ 640,153	\$ 1,358,971	NON-PROMOTIONAL FUND	\$ 0	\$ 0
INVESTMENT INCOME	6,649	10,966	PROMOTIONAL FUND	\$ 646,802	1,369,937
LATE PENALTIES			ADMINISTRATIVE COST	\$ 0	\$ 0
CONVENTION CENTER FINANCING FEES					
HOSPITALITY FEE ACT FEES					
1. _____			(10% IS THE MAXIMUM OF GROSS TAX PROCEEDS,		
2. _____			i.e. 10% OF QUARTERLY AMOUNT FOR THIS REPORTING PERIOD)		
TOTAL REVENUE	\$ 646,802	\$ 1,369,937			

4. TRANSFERS: IN

INTERGOVERNMENT, INTERFUND TRANSFERS - IN		
(e.g. JPAs, GRANTS TRANSFERRED TO LODGERS' TAX FUND)		
1. _____	\$ _____	\$ _____
2. _____		
	\$ 0	\$ 0

3. CASH BALANCES:

Carryover From Previous Fiscal Year: Non-Promotional	\$ 15,511
Carryover From Previous Fiscal Year: Promotional	1,367,410
(Note: 2 years maximum carryover before money must be spent).	
NON-PROMOTIONAL FUND	\$ 0
PROMOTIONAL FUND	\$ 802,338
Grand Total (Non-Promo)	\$ 15,511
Grand Total (Promo)	\$ 2,169,748

TRANSFERS:OUT

NON-PROMOTIONAL FUND		
INTERFUND TRANSFERS - (OUT)		
(e.g. FROM NON-PROMOTIONAL TO VENDOR OR PROMOTIONAL)		
1. _____	\$ _____	\$ _____
2. _____		
3. _____		
4. _____		
	\$ 0	\$ 0
INTERGOVERNMENTAL TRANSFERS - (OUT)		
1. _____	\$ _____	\$ _____
2. _____		
3. _____		
4. _____		
	\$ 0	\$ 0

PROMOTIONAL FUND		
INTERFUND TRANSFERS - (OUT)		
(e.g. FROM PROMOTIONAL TO VENDOR OR NON-PROMOTIONAL)		
1. _____	\$ _____	\$ _____
2. _____		
3. _____		
4. _____		
	\$ 0	\$ 0
INTERGOVERNMENTAL TRANSFERS - (OUT)		
1. _____	\$ _____	\$ _____
2. _____		
3. _____		
4. _____		
	\$ 0	\$ 0

5. EXPENDITURE SUMMARY:

NON-PROMOTIONAL FUND

PROMOTIONAL FUND

CATEGORY/DESCRIPTION		NON-PROMOTIONAL FUND		PROMOTIONAL FUND	
CONTRACTUAL SERVICES		Quarterly Amount	YEAR-TO-DATE (Y-T-D)	Quarterly Amount	YEAR-TO-DATE (Y-T-D)
EVENT or ACTIVITY	DATE	(This reporting period)	AMOUNT	(This reporting period)	AMOUNT
(attach a separate sheet if needed)		(SUM OF ALL QUARTERS)	(SUM OF ALL QUARTERS)	(SUM OF ALL QUARTERS)	(SUM OF ALL QUARTERS)
see attached sheet				311,643	\$ 583,109
ADVERTISING CONTRACT(S)					
*VENDOR:					
EVENT/ACTIVITY	DATE				
SUB-TOTAL		0	0	311,643	583,109
*Add additional sheets if necessary.					
OPERATING EXPENSES (IDENTIFY)			0		
TOURIST RELATED EVENTS (LIST)					
EVENT	DATE				
PUBLIC SAFETY (FIRE / EMS / POLICE)					
SANITATION SVCS.					
PUBLIC SAFETY					
SANITATION SVCS.					
PUBLIC SAFETY					
SANITATION SVCS.					
SUB-TOTAL		0	0	0	0
CAPITAL OUTLAY (IDENTIFY)					
BUILDINGS & STRUCTURES					
EQUIPMENT & MACHINERY					
DEBT SERVICE (IDENTIFY)					
SUB-TOTAL					
EXPENDITURES TOTAL		\$ 0	\$ 0	\$ 311643	\$ 583109

9/30/18

CITY OF HOBBS LODGERS' TAX PROGRAM
EXPENDITURE REPORT FOR THE 1st QUARTER OF 2018 - 2019

		PROMO	NON PROMO	TOTAL
CASH BAL.	6/30/18	1,367,409.09	15,511.46	1,382,920.55
FIRST QUARTER INCOME		718,817.48		718,817.48
FIRST QUARTER INTEREST		4,317.25		4,317.25
TOTAL REVENUE		<u>723,134.73</u>	<u>0.00</u>	<u>723,134.73</u>
FIRST QUARTER EXPENSES		<u>271,466.82</u>		<u>271,466.82</u>
CASH BAL.	9/30/18	1,819,077.00	15,511.46	1,834,588.46
SECOND QUARTER INCOME		640,153.19		640,153.19
SECOND QUARTER INTEREST		6,649.21		6,649.21
TOTAL REVENUE		<u>646,802.40</u>	<u>0.00</u>	<u>646,802.40</u>
SECOND QUARTER EXPENSES		<u>311,642.62</u>		<u>311,642.62</u>
CASH BAL.	12/31/18	2,154,236.78	15,511.46	2,169,748.24
THIRD QUARTER INCOME				0.00
THIRD QUARTER INTEREST				0.00
TOTAL REVENUE		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
THIRD QUARTER EXPENSES				<u>0.00</u>
CASH BAL.	3/31/19	2,154,236.78	15,511.46	2,169,748.24
FOURTH QUARTER INCOME(FORCE EXTRA TO PROMO)				0.00
FOURTH QUARTER INTEREST				0.00
TOTAL REVENUE		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
FOURTH QUARTER EXPENSES**				<u>0.00</u>
CASH BAL.	6/30/19	2,154,236.78	15,511.46	2,169,748.24
YEAR TO DATE INCOME		1,358,970.67	0.00	1,358,970.67
YEAR TO DATE INTEREST		10,966.46	0.00	10,966.46
TOTAL REVENUE		<u>1,369,937.13</u>	<u>0.00</u>	<u>1,369,937.13</u>
YEAR TO DATE EXPENSES		<u>583,109.44</u>	<u>0.00</u>	<u>583,109.44</u>
YEAR TO DATE CASH BALANCES		<u>2,154,236.78</u>	<u>15,511.46</u>	<u>2,169,748.24</u>

**CITY OF HOBBS
EVENT SUMMARIES
12/31/2018**

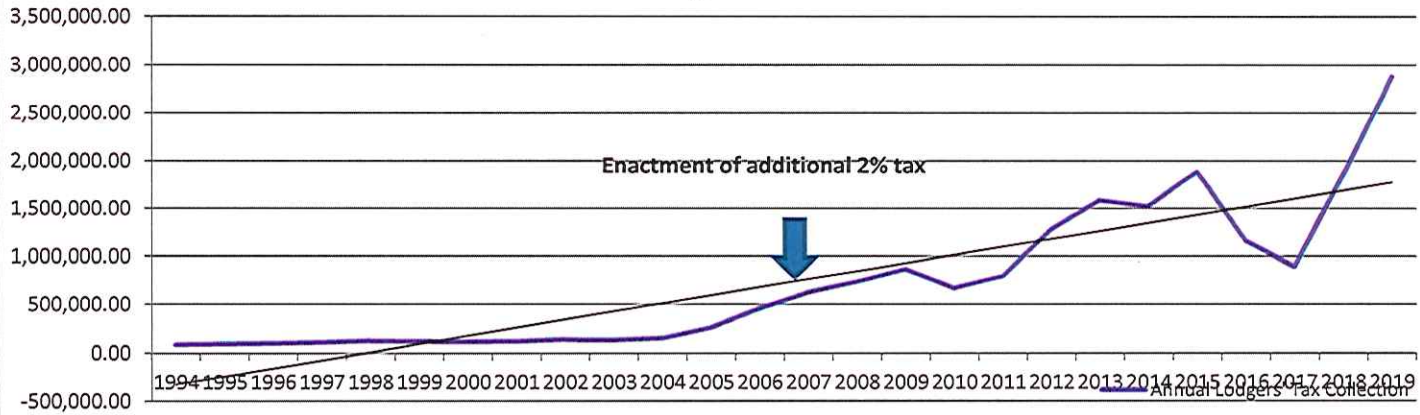
19-1	JUNETEENTH	4,144.20
19-11	CYCLE CITY PROMOTIONS	25,000.00
19-12	IMPACTO - JAG PROMOTIONS	9,500.00
19-3	HOBBS CHAMBER OF COMMERCE - HOBBS HOLIDAY TOURNEY	3,957.73
19-6	SOUTHWEST SYMPHONY 2019	30,423.05
19-7	HOBBS USSSA (PERMIAN BASIN MIDLAND)	55,176.18
19-11	CYCLE CITY PROMOTIONS	15,000.00
19-14	SOUTH EASTERN NM CHILI SOCIETY -NATIONAL CHAMPIONSHIP	908.28
19-15	C.O.R.E - 2019 - OPERATING SECURITY AND SANITATION	250,000.00 189,000.00
	TOTAL	<u><u>583,109.44</u></u>

December 31, 2018

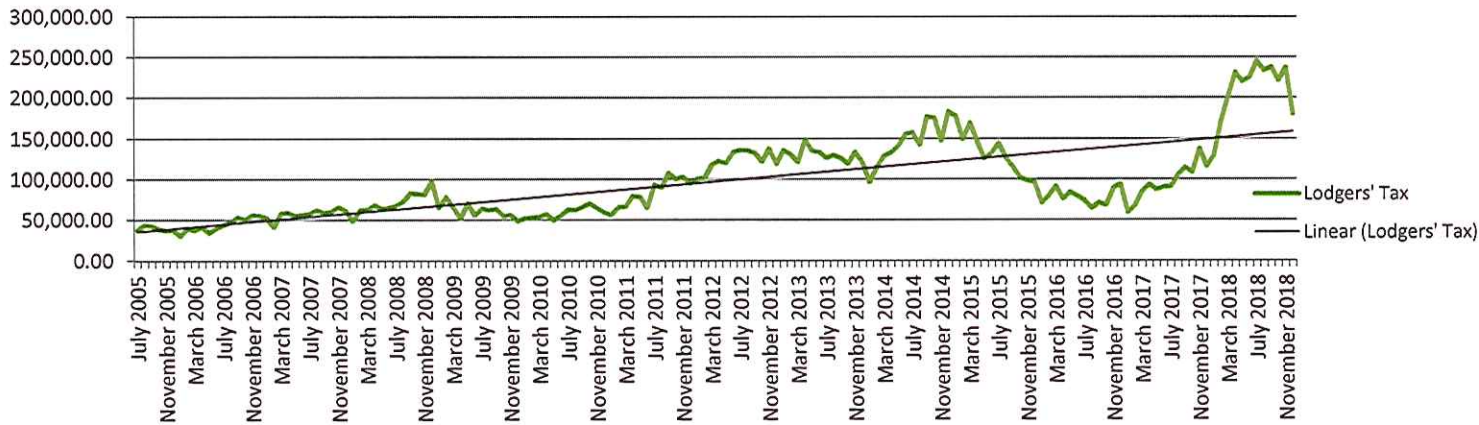
CITY OF HOBBS LODGERS' TAX REPORT

Month	Month	RECEIPTS 239999-				EXPENDITURES			NET CHANGE		Cash Balance
		Gross Taxable Revenue	Lodgers' Tax	Other Income	TOTAL	Contract for Services	Advert & Promotion	TOTAL	For Month	YTD	
SUBTOTAL		15,364,272.60	768,213.63	527.46	768,741.09	0.00	762,619.97	762,619.97			
SUBTOTAL		18,028,844.80	901,442.24	973.44	902,415.68	0.00	1,452,826.32	1,452,826.32			
CASH BALANCE	06/30/15	713,543.86	1,885,088.47	1,769.80	1,886,858.27		2,219,502.38	2,219,502.38			
CASH BALANCE	06/30/16	188,954.74	1,166,403.92	1,637.41	1,168,041.33	0.00	1,692,630.45	1,692,630.45			
July 2016		1,483,720.00	74,186.00	174.74	74,360.74		10,000.00	10,000.00	64,360.74	64,360.74	253,315.48
August 2016		1,286,676.40	64,333.82	229.08	64,562.90		35,000.00	35,000.00	29,562.90	93,923.64	282,878.38
September 2016		1,427,108.20	71,355.41	411.72	71,767.13		25,375.27	25,375.27	46,391.86	140,315.50	329,270.24
October 2016		1,363,327.20	68,166.36	508.97	68,675.33		88,717.26	88,717.26	-20,041.93	120,273.57	309,228.31
November 2016		1,783,813.00	89,190.65	574.99	89,765.64		20,000.00	20,000.00	69,765.64	190,039.21	378,993.95
December 2016		1,877,455.00	93,872.75	680.49	94,553.24		15,069.00	15,069.00	79,484.24	269,523.45	458,478.19
SUBTOTAL		9,222,099.80	461,104.99	2,579.99	463,684.98	0.00	194,161.53	194,161.53			
January 2017		1,183,489.00	59,174.45	371.91	59,546.36		291,814.62	291,814.62	-232,268.26	-232,268.26	226,209.93
February 2017		1,357,364.20	67,868.21	421.71	68,289.92		0.00	0.00	68,289.92	68,289.92	294,499.85
March 2017		1,701,676.00	85,083.80		85,083.80		12,391.92	12,391.92	72,691.88	72,691.88	367,191.73
April 2017		1,877,931.00	93,896.55	1,399.24	95,295.79		38,170.00	38,170.00	57,125.79	57,125.79	424,317.52
May 2017		1,745,164.20	87,258.21	1,253.77	88,511.98		1,133.00	1,133.00	87,378.98	87,378.98	511,696.50
June 2017		1,803,606.00	90,180.30	1,457.94	91,638.24		336,083.26	336,083.26	-244,445.02	-244,445.02	267,251.48
SUBTOTAL		9,669,230.40	483,461.52	4,904.57	488,366.09	0.00	679,592.80	679,592.80			
CASH BALANCE		267,251.48	944,566.51	7,484.56			873,754.33				
July 2017		1,815,246.20	90,762.31	976.79	91,739.10		1,372.17	1,372.17	90,366.93	90,366.93	357,618.41
August 2017		2,089,782.80	104,489.14	1,216.90	105,706.04		18,130.31	18,130.31	87,575.73	177,942.66	445,194.14
September 2017		2,291,105.80	114,555.29	1,738.91	116,294.20		26,500.00	26,500.00	89,794.20	267,736.86	534,988.34
October 2017		2,170,628.60	108,531.43	3,549.66	112,081.09		59,216.40	59,216.40	52,864.69	320,601.55	587,853.03
November 2017		2,764,121.40	138,206.07	2,979.81	141,185.88		14,757.64	14,757.64	126,428.24	447,029.79	714,281.27
December 2017		2,308,667.00	115,433.35	3,413.63	118,846.98		0.00	0.00	118,846.98	565,876.77	833,128.25
SUBTOTAL		13,439,551.80	671,977.59	13,875.70	685,853.29	0.00	119,976.52	119,976.52			
January 2018		2,580,920.60	129,046.03	3,498.85	132,544.88		229,785.48	229,785.48	-97,240.60	-97,240.60	735,887.65
February 2018		3,428,414.60	171,420.73	3,567.45	174,988.18		14,804.51	14,804.51	160,183.67	160,183.67	896,071.32
March 2018		4,035,431.00	201,771.55	629.14	202,400.69		51,663.32	51,663.32	150,737.37	150,737.37	1,046,808.69
April 2018		4,639,998.60	231,999.93	802.01	232,801.94		10,521.88	10,521.88	222,280.06	222,280.06	1,269,088.75
May 2018		4,406,434.20	220,321.71	967.59	221,289.30		9,500.00	9,500.00	211,789.30	211,789.30	1,480,878.05
June 2018		4,525,501.20	226,275.06	1,143.42	227,418.48		325,375.98	325,375.98	-97,957.50	-97,957.50	1,382,920.55
SUBTOTAL		23,616,700.20	1,180,835.01	10,608.46	1,191,443.47	0.00	641,651.17	641,651.17			
CASH BALANCE		1,382,920.55	1,852,812.60	24,484.16	1,877,296.76		761,627.69				
July 2018		4,924,557.60	246,227.88	1,183.55	247,411.43		0.00	0.00	247,411.43	247,411.43	1,630,331.98
August 2018		4,682,780.80	234,139.04	1,484.86	235,623.90		13,644.20	13,644.20	221,979.70	469,391.13	1,852,311.68
September 2018		4,769,011.20	238,450.56	1,648.84	240,099.40		257,822.62	257,822.62	-17,723.22	451,667.91	1,834,588.46
October 2018		4,439,774.00	221,988.70	1,737.41	223,726.11		3,957.73	3,957.73	219,768.38	671,436.29	2,054,356.84
November 2018		4,759,001.40	237,950.07	2,214.46	240,164.53		73,306.33	73,306.33	166,858.20	838,294.49	2,221,215.04
December 2018		3,604,288.40	180,214.42	2,697.34	182,911.76		234,378.56	234,378.56	-51,466.80	786,827.69	2,169,748.24
SUBTOTAL		27,179,413.40	1,358,970.67	10,966.46	1,369,937.13	0.00	583,109.44	583,109.44			
January 2019		0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	2,169,748.24
February 2019		0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	2,169,748.24
March 2019		0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	2,169,748.24
April 2019		0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	2,169,748.24
May 2019		0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	2,169,748.24
June 2019		0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	2,169,748.24
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	0.00			
CASH BALANCE		2,169,748.24	1,358,970.67	10,966.46	1,369,937.13		583,109.44				

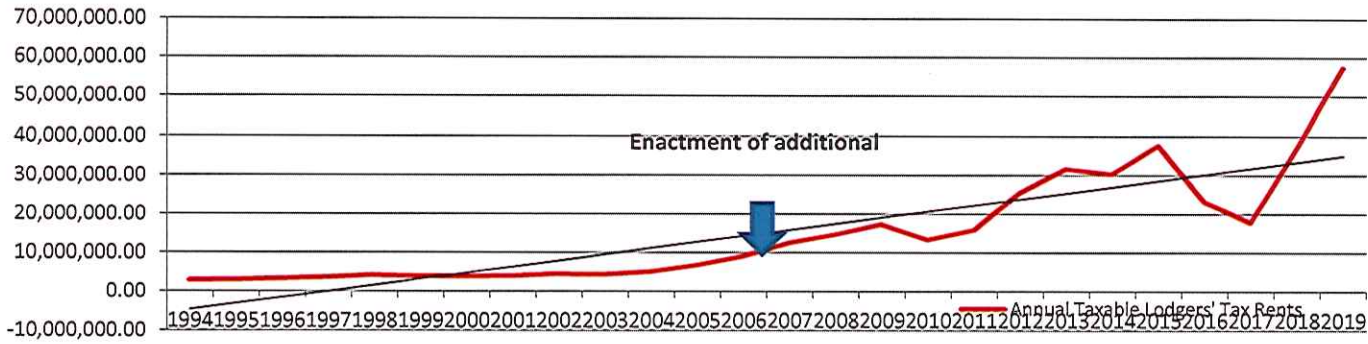
Annual Lodgers' Tax Collection



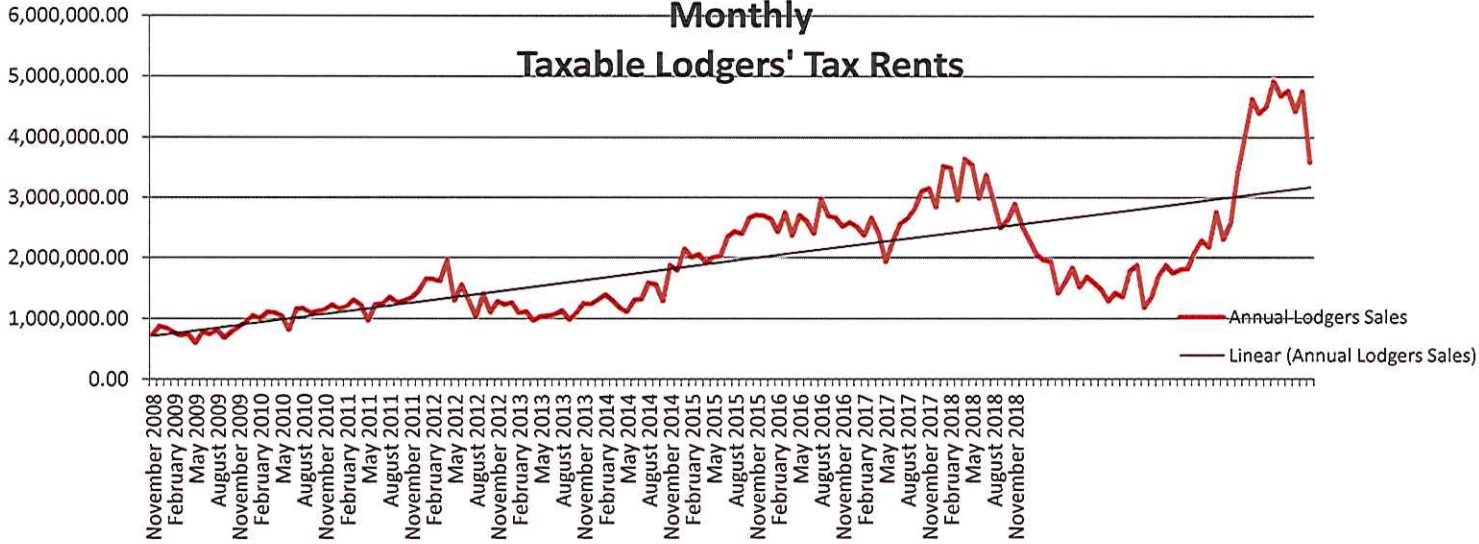
Monthly Lodgers' Tax Collection



Annual Taxable Lodgers' Tax Rents



Monthly Taxable Lodgers' Tax Rents



CITY OF HOBBS LODGERS' TAX PROGRAM						
12/31/2018	AWARD					
	PROJECT	DATE	AMOUNT	ACTUAL EXPENSE	ACTUAL OUTSTANDING GRANT	CATEGORY
12/31/2018	CASH BALANCE				2,169,748.24	
Proof of Cash:						
Beginning Cash Available for Profit, Non-Profit, and Public Entities (20%)					276,584.11	
18-10	WESTERN HERITAGE MUSEUM COMPLEX	4/17/2017	18,000.00	18,000.00	0.00	NP
18-11	TUFF HEDEMAN CHAMPIONSHIP BULL RIDING	4/17/2017	10,000.00	10,000.00	0.00	P
18-12	CYCLE CITY PROMOTIONS	4/17/2017	17,500.00	17,500.00	0.00	P
19-1	JUNETEENTH	4/16/2018	4,900.00	4,144.20	755.80	NP
19-2	NM NATIONAL BLACK CHAMBER OF COMMERCE	4/16/2018	8,800.00	2,978.25	5,821.75	NP
19-3	HOBBS CHAMBER OF COMMERCE - HOBBS HOLIDAY TOURNEY	4/16/2018	21,233.22	3,957.73	17,275.49	NP
19-4	HOBBS HISPANO CHAMBER OF COMMERCE - MARIACHI CHRISTM	4/16/2018	20,000.00	0.00	20,000.00	NP
19-5	HOBBS HISPANO CHAMBER OF COMMERCE - SEPTIEMBRE	4/16/2018	25,000.00	0.00	25,000.00	NP
19-6	SOUTHWEST SYMPHONY 2019	4/16/2018	62,012.50	30,423.05	31,589.45	NP
19-7	HOBBS USSSA (PERMIAN BASIN MIDLAND)	4/16/2018	80,000.00	55,176.18	24,823.82	NP
19-8	WESTERN HERITAGE MUSEUM COMPLEX	4/16/2018	45,645.00	0.00	45,645.00	NP
19-9	CINCO DE MAYO COMMITTEE	4/16/2018	10,000.00	0.00	10,000.00	NP
19-10	TUFF HEDEMAN CHAMPIONSHIP BULL RIDING	4/16/2018	20,000.00	0.00	20,000.00	P
19-11	CYCLE CITY PROMOTIONS	4/16/2018	50,000.00	40,000.00	10,000.00	P
19-12	IMPACTO - JAG PROMOTIONS	4/16/2018	9,500.00	9,500.00	0.00	P
19-13	HOBBS QUARTERBACK CLUB	7/11/2018	7,500.00	0.00	7,500.00	NP
19-14	SOUTH EASTERN NM CHILI SOCIETY -NATIONAL CHAMPIONSHIP	7/11/2018	3,209.09	908.28	2,300.81	NP
TOTAL REMAINING ALLOCATION FOR PROFIT, NON-PROFIT AND PUBLIC ENTITIES			413,299.81	106,276.30	220,712.12	
Add:	20% Monthly Tax Revenue (starting April 1st, 2013)				273,987.43	
Cash Available for Allocation					329,859.42	
Beginning Cash Available for Local Government (City and County) (40%)					553,168.22	
18-13	LEA COUNTY EVENT CENTER 2018	4/17/2017	25,000.00	0.00	25,000.00	LOCAL GOV
18-15	ROCKWIND COMMUNITY LINKS - 2018	10/16/2017	66,500.00	38,823.68	27,676.32	LOCAL GOV
18-16	C.O.R.E - 2018	10/16/2017	99,800.00	62,845.83	36,954.17	LOCAL GOV
19-13	ROCKWIND COMMUNITY LINKS - 2019	4/16/2018	54,655.00	0.00	54,655.00	LOCAL GOV
19-14	C.O.R.E - 2019 - MARKETING	4/16/2018	88,800.00	0.00	88,800.00	LOCAL GOV
19-15	C.O.R.E - 2019 - OPERATING	4/16/2018	500,000.00	250,000.00	250,000.00	LOCAL GOV
19-16	CITY OF HOBBS - SLAM & JAM 2019	4/16/2018	36,500.00	0.00	36,500.00	LOCAL GOV
TOTAL REMAINING ALLOCATION FOR LOCAL GOVERNMENT			871,255.00	351,669.51	519,585.49	
Add:	40% Monthly Tax Revenue (starting April 1st, 2013)				547,974.85	
Cash Available for Allocation					581,657.58	
Beginning Cash Available for Fire, EMS, Sanitation (15%)						
TOTAL REMAINING ALLOCATION FOR CITY OF HOBBS POLICE AND FIRE					0.00	
Add:	15% Monthly Tax Revenue (starting April 1st, 2013)		205,490.57	0.00	205,490.57	
Cash Available for Allocation					205,490.57	
Beginning Cash Available for Airline subsidy (25%)					355,730.14	
	EDC - 2018 AIRLINE SUBSIDY (\$220,502.38 GENERAL FUND)		235,162.89	235,162.89	0.00	
	EDC - 2019 AIRLINE SUBSIDY		392,000.00	189,000.00	203,000.00	
Add:	25% Monthly Tax Revenue (starting April 1st, 2013)			342,484.28	342,484.28	
TOTAL REMAINING ALLOCATION FOR AIRLINE SUBSIDY				766,647.17	0.00	
Cash Available for Allocation					495,214.42	



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 4, 2019

SUBJECT: CONSIDER APPROVAL OF A MEMORANDUM OF UNDERSTANDING FOR FIELD USE AT VETERANS MEMORIAL COMPLEX BETWEEN THE CITY OF HOBBS AND THE HOBBS MUNICIPAL SCHOOLS

DEPT. OF ORIGIN: Parks and Recreation Department
DATE SUBMITTED: January 29, 2019
SUBMITTED BY: Doug McDaniel, Parks & Recreation Director

Summary:

The City of Hobbs leases land from the State of New Mexico at the Veterans Memorial Complex site. Upon completion of the artificial turf installation project at this site in January 2015, the City of Hobbs and the Hobbs Municipal Schools have entered into two (2) agreements governing the use of the fields by the Hobbs High School Baseball and Softball Teams. The proposed agreement mandates that the HHS Baseball and Softball Teams have priority for their teams to use the Varsity, Junior Varsity, Sanger, and McNeil Fields during the NMAA Baseball/Softball seasons. The City and Schools have mutually cooperated to allow youth baseball and softball tournaments to be played both during and outside of the HHS Baseball/Softball seasons when these requests have not interfered with HHS games, practices or activities.


Fiscal Impact:

Reviewed By: 
Finance Department

Previously, the Hobbs Municipal Schools have completed payment to the City, in the amount of \$1.5 million, toward the artificial turf installation project. The Schools are to pay the City \$85,000 annually to offset maintenance expenses. The City is to pay the Schools \$7,500 annually for coaches to maintain facilities as set forth in the agreement. The proposed agreement also includes language noting that the Schools will contribute \$100,000 toward the cost of parking lot improvements at Veterans Memorial Complex

Attachments: Copy of Memorandum of Understanding

Legal Review:

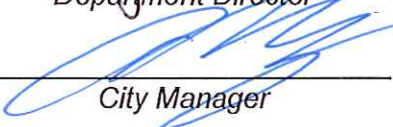
Approved As To Form: 
City Attorney

Recommendation:

Consider approval of a Memorandum of Understanding for use of fields at the Veterans Memorial Complex between the City of Hobbs and Hobbs Municipal Schools.

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. _____

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

THIS MEMO 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 this agreement is for the common good to the contracting parties and general public; 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 for the High School Varsity Softball Team to have priority on the Sanger Field, said fields should be the last fields 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 for during the time frames as noted above. This includes for the City, but is not limited to all commonly associated grounds maintenance:

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 also pay the City a sum of \$85,000 annually commencing on the 1st day of March 2019, 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. The Schools shall pay the City \$100,000.00 for parking lot improvements to be made to the parking lot adjacent to Varsity, Junior Varsity, and Sanger fields. The City will invoice the Schools for this amount upon completion of the parking lot improvements.

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. TERMS

This Memorandum of Understanding shall continue in full force and effect, for a period of one (1) year term with the option for three (3) additional one year terms. Each term ending at the conclusion of all regular season and/or post season N.M.A.A. sanctioned games following the 2019 season. Either side may terminate or renew this agreement with thirty (30) days advanced written notice.

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 2019 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 2019 season. 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 2019 N.M.A.A. baseball season. Prior to conclusion of the 2019 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.

8. APPROVAL

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.

[required signatures on next page]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ of _____, 2019.

ATTEST:

HOBBS MUNICIPAL SCHOOLS

GARY EIDSON, President

Date

T.J. Parks, Superintendent

Date

THE CITY OF HOBBS, NEW MEXICO

SAM COBB, Mayor

Date

MANNY GOMEZ, City Manager

Date

APPROVED AS TO FORM:

EFREN A. CORTEZ
City Attorney

Date

Attorney for Hobbs Municipal Schools

Date

DISCUSSION

**United States
Census
2020**



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 4, 2019

SUBJECT: RESOLUTION TO APPROVE AN AFFORDABLE HOUSING FUNDING COMMITMENT AND LETTER OF FINANCIAL SUPPORT TO YES HOUSING, INC. FOR A PROPOSED AFFORDABLE HOUSING COMPLEX TO BE LOCATED NEAR THE SOUTHWEST CORNER OF THE NAVAJO AND DAL PASO.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: January 29th, 2019
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: YES Housing, Inc. has proposed to finance and develop a 72 unit affordable housing complex on developer controlled property located near the southwest corner of Navajo and Dal Paso. The project will be rent restricted to 30% to 80% below area median income and utilize income averaging to meet federal standards.

The projects Total Development Cost is \$15,700,000.00 so a local contribution of 10% of TDC would earn the Developer 10 points in scoring toward LIHTC funding. Municipal Code Chapter 3.14 allows the City to extend financial incentives to stimulate the development and construction of Affordable Housing projects for multi-family housing. In order to qualify, the project must be considered as an Affordable Housing Project according to the City's Affordable Housing Plan. The Project must also be approved and funded by the NMMFA and comply with State MFA rules.

The Resolution proposes that the City make a conditional offer of financial assistance in an amount to be determined but not to exceed 10% of TDC, to include waiver of development fees to YES Housing, Inc. if the proposed project is funded by the state and developed. The Letter of Financial Support gives approval to the Project and commits the funding, contingent on the Developer receiving an allocation of LIHTC's during the 2019 cycle and subject to budget expenditure adjustment.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

A budget adjustment in the amount of \$1.57M would be submitted to New Mexico Department of Finance and Administration for approval in the third quarter BAR in April, 2019. In order to show the budgeted expenditure the, reserves would be reduced from 38% to 35.5% within the general fund.

Affordable Housing Project Acct: 01-0100-44901-00169

Attachments: Resolution, Draft Letter of Commitment, YES Housing, Inc. Budget request, Location Map, Planning Board Minutes (Draft Form)

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Commission consideration and approval of Resolution for funding commitment to YES Housing, Inc.

Table with 2 columns: Approval signatures (Department Director, City Manager) and City Clerk's Use Only (Resolution No., Ordinance No., Approved, Other, Continued To, Referred To, Denied, File No.)

CITY OF HOBBS

RESOLUTION NO. 6759

RESOLUTION TO APPROVE AN AFFORDABLE HOUSING FUNDING COMMITMENT AND LETTER OF FINANCIAL SUPPORT TO YES HOUSING, INC. FOR A PROPOSED AFFORDABLE HOUSING COMPLEX TO BE LOCATED SOUTHWEST OF THE INTERSECTION OF NAVAJO AND DAL PASO.

WHEREAS, the City Commission has previously approved YES Housing, Inc. as a qualified housing developer of affordable multi-family housing and certified this company as a "Pre-Qualifying Grantee"; and

WHEREAS, YES Housing, Inc. intends to submit an application to the NMMFA for an affordable housing development, to include 72 units of affordable housing units located SW of the intersection of Navajo and Dal Paso; and

WHEREAS, a proposed letter of financial support is attached to this resolution, along with the local contribution funding request to the City from YES Housing, Inc.

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

1. The City of Hobbs hereby approves the Letter of Financial Support for the proposed Affordable Housing Project, and the Mayor is hereby authorized to sign the letter, a copy of which is attached hereto as Exhibit "A" and made a part of this Resolution.

2. The City of Hobbs hereby approves a commitment of financial support in an amount not to exceed \$1.57 Million as a contribution to YES Housing, Inc., under the City of Hobbs Affordable Housing Funding Programs, subject to NMMFA funding.

PASSED, ADOPTED AND APPROVED this 4th day of February, 2019.

JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk



Office of the Mayor

200 E. Broadway St.
Hobbs, NM 88240

575-397-9206 bus
575- 397-9227 fax

City of Hobbs, New Mexico

February 4, 2019

Ms. Michelle DenBleyker
YES Housing, Inc.
901 Pennsylvania St. NE
Albuquerque, NM 87110

RE: City of Hobbs issuance of a Letter of Financial Support and Conditional Approval of YES Housing, Inc.'s Application for Affordable Incentive Funding.

Dear Ms. DenBleyker:

This letter is an affirmation that the City of Hobbs welcomes and supports YES Housing, Inc.'s proposed 72 unit affordable housing development, to be located near the southwest corner of the intersection of Navajo and Dal Paso, in the City of Hobbs. The City understands that the proposed development is using income averaging and all units will be at or below 80% AMI.

The City Commission has approved a commitment of financial support in an amount of 10% of Total Development Costs not to exceed \$1,570,000.00 as Gap Financing to YES Housing, Inc.'s proposed affordable housing complex, under the City of Hobbs Affordable Housing Funding Programs, and subject to the conditions as stated in the attached Resolution. Also, the City shall waive all applicable City development fees including building permit fees and utility connection fees on the project. These commitments are subject to approval and funding of your project by NMMFA, City governmental appropriations and/or referendum. This offer will expire on December 31, 2019.

The proposed housing development will be subject to all rules, regulations and requirements as promulgated within the City of Hobbs Municipal Code, Major Thoroughfare Plan, Building Codes and Fire Codes. This project will require full buffering from adjacent properties, drainage improvements that reduce post development off site discharge and a security system tied into the Hobbs Public Security System. Additionally, the property will be subject to a long term maintenance agreement to maintain the exterior in an "as new" condition to include building facades, landscaping, lighting and any public hardscape.

If we can be of any assistance during the development process please feel free to call us. Should you or your staff have any questions please contact Manny Gomez, City Manager at (575) 397-9206. We look forward to working with you.

Sincerely,

CITY OF HOBBS, NEW MEXICO

Joseph D. Calderón, Mayor Pro Tem

xc: Manny Gomez, City Manager

E. Navajo Family Housing Financial Projections

4-Jan-19

Development Budget:

Land	\$	667,335
Construction		11,224,554
Contingency		494,780
Professional Fees		612,750
Const/Perm Financing		716,800
Legal/Acct/Consultants		180,000
Reserves		396,074
Developer Fee		<u>1,404,000</u>
TOTAL	\$	15,696,293

Funding Sources:

Tax Credit Proceeds @ \$0.94	\$	10,877,767	69%
1st Mortgage Loan		1,950,000	12%
MFA HOME Loan		600,000	4%
MFA Housing Trust Fund Loan		500,000	3%
City of Hobbs Contribution		1,570,000	10%
Deferred Developer Fee		198,526	1%

TOTAL	\$	15,696,293
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NOTE: City contribution sized to maximize MFA LIHTC scoring.

Income:

1 1 BR @ 30%	295	\$	3,540
2 1 BR @ 40%	421	\$	10,104
4 1 BR @ 50%	547	\$	26,256
3 1 BR @ 60%	672	\$	24,192
1 1 BR @ 70%	798	\$	9,576
1 1 BR @ 80%	924	\$	11,088
2 2 BR @ 30%	348	\$	8,352
9 2 BR @ 40%	499	\$	53,892
13 2 BR @ 50%	649	\$	101,244
10 2 BR @ 60%	800	\$	96,000
5 2 BR @ 70%	951	\$	57,060
5 2 BR @ 80%	1,102	\$	66,120
1 3 BR @ 30%	385	\$	4,620
3 3 BR @ 40%	559	\$	20,124
5 3 BR @ 50%	733	\$	43,980
3 3 BR @ 60%	907	\$	32,652
2 3 BR @ 70%	1,081	\$	25,944
2 3 BR @ 80%	1,255	\$	30,120

Expenses:

Management Fees	\$	37,642
Administration		36,345
Maintenance		44,430
Salaries and Benefits		98,159
Social Services		10,000
Utilities		44,707
Insurance/Taxes		73,725
Compliance Fees		3,240
Replacement Reserves		<u>21,600</u>

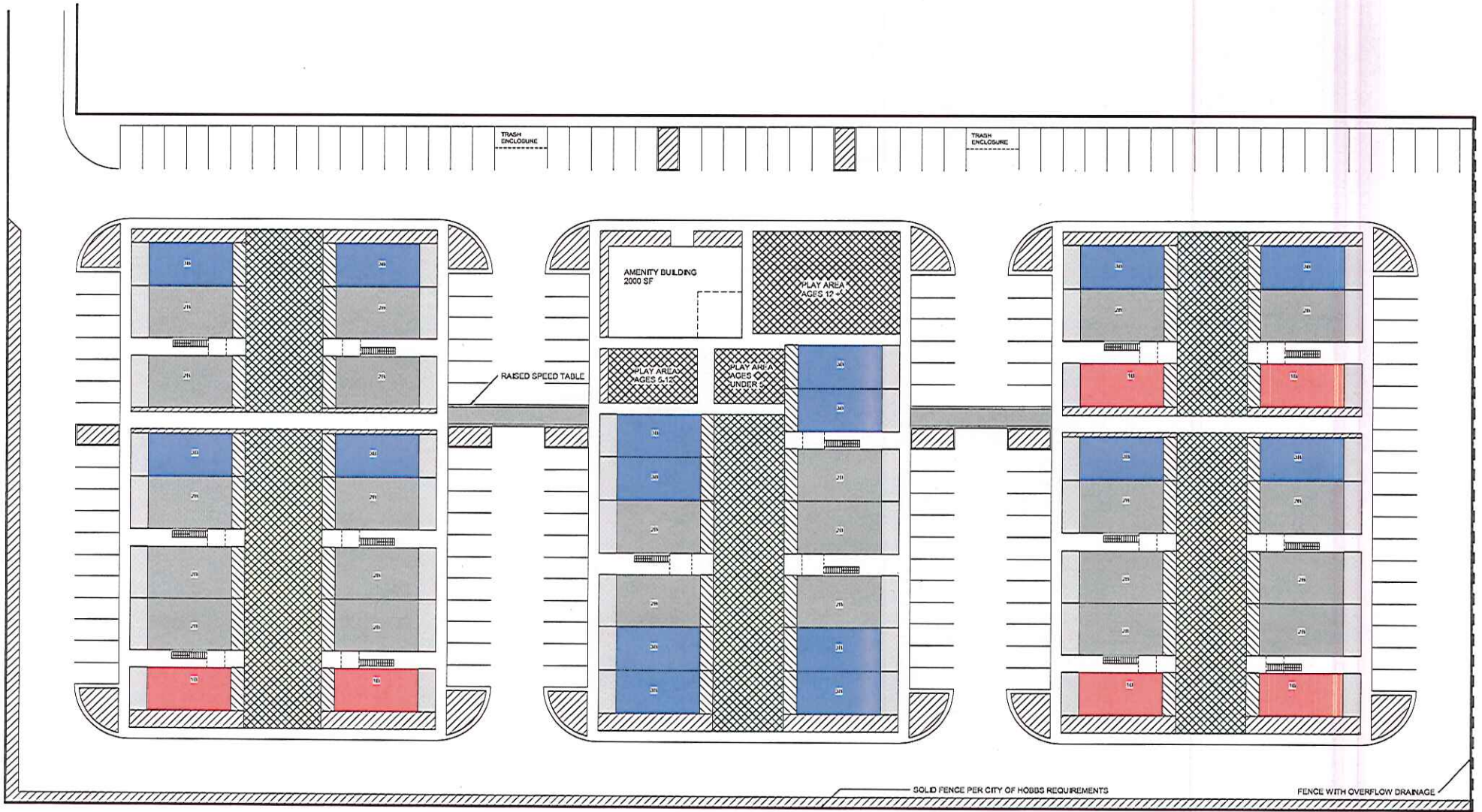
TOTAL	\$	369,848
Per unit/per year	\$	5,137

72 units	annual rent =	\$	624,864
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E Navajo Dr

132



CROSS AREA
 CLASSIFICATION
 UNIT 1B (12 x 600) = 0,600 SF
 UNIT 2B (44 x 900) = 42,900 SF
 UNIT 3B (10 x 800) = 12,800 SF
 COMMUNITY = 2,000 SF
 TOTAL = 68,300 SF

PARKING COUNTS
 REQUIRED = 158
 PROVIDED = 169

REQUIRED LANDSCAPE
 TOTAL SITE AREA (231,470 SF) = 144,630 SF
 BUILDING FOOTPRINT (60,820 SF) = 144,630 SF
 10% OF 144,630 SF = 14,463 SF

UNIT COUNTS
 1B = 12
 2B = 46
 3B = 16
 TOTAL = 74 UNITS

UNIT TYPES
 1 BEDROOM
 2 BEDROOM
 3 BEDROOM

HATCH LEGEND
 PRIVATE FRONT YARD
 PORCH
 LANDSCAPE WITH DETENTION AREAS
 TREE WELL / LANDSCAPE BUFFER
 PLAY AREA

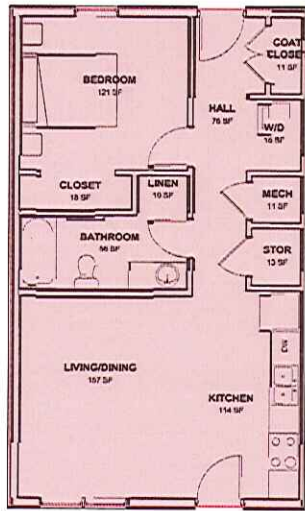
YES HOUSING HOBBS - SITE PLAN

THE HARTMAN + MAJEWSKI
DESIGN GROUP
 Architects • Engineers • Interior Design
 Planners • Urban Designers • LEED®

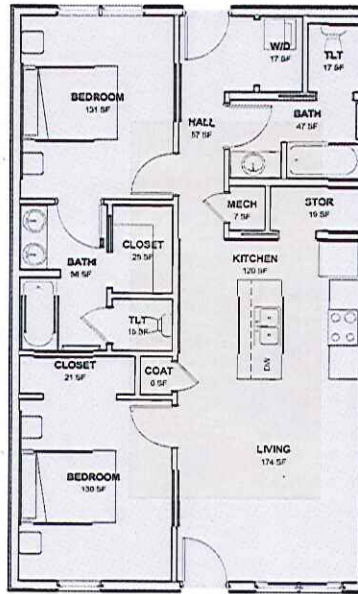
dg

yeshousing
 DEVELOPING COMMUNITIES

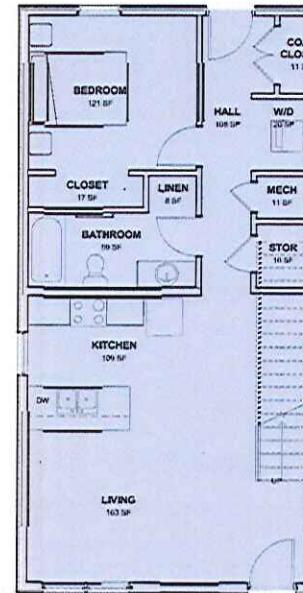
120 Vassar Drive SE Suite 100
 Albuquerque New Mexico 87106
 T 505 242 6880 • F 505 242 6881



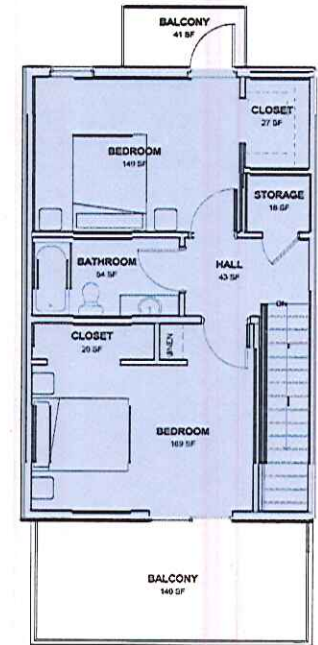
UNIT PLAN - 1 BED
687 GSF



UNIT PLAN - 2 BED
960 GSF



UNIT PLAN - 3 BED
LEVEL 1
1350 GSF



UNIT PLAN - 3 BED
LEVEL 2

YES HOUSING HOBBS - TYPICAL UNIT PLANS

1" = 4'

12/13/2018



THE HARTMAN • MAJEWSKI
DESIGN GROUP
Architects • Engineers • Interior Design
Planners • Urban Designers • LEED®



120 Vassar Drive SE Suite 100
Albuquerque New Mexico 87106
T 505 242 6880 • F 505 242 6881

- 9) **Review and Consider recommending approval of an Affordable Housing Funding Commitment and Letter of Financial Support to Yes Housing for a proposed Affordable Housing Complex located southwest of the intersection of Navajo and Dal Paso.**

Mr. Robinson said this is a low income housing tax credit project. He said the developer will be submitting this to NM Mortgage Finance Authority in order to receive low income housing tax credits. He said before they can submit this they have to have a letter of support from the Community and a letter of commitment from the community. He said these will be income restricted and rent restricted units. He said the GAP Funding that they would receive from the municipality is what subsidizes the income and rent restrictions.

Mr. Robinson said the proposed projects location is S/W of Navajo and Dal Paso. He said they have not received a site plan. He said this is just to secure the finance and to secure the low income housing tax credits. He said this will also go to Commission.

Ms. Michelle Den Bleyker said she is the Vice President of development of YES Housing. Mr. Kesner asked if the reason why there was only one public access was because there were only 72 units? Mr. Robinson you can have a single access provided there are not over 200 units. He said staff is going to require a second access. Mr. Kesner asked if YES Housing was requesting funding from the City of 1.5 million dollars. Mr. Robinson said yes and it will be a 0 percent interest loan for 45 years. Mr. Ramirez asked if that was normal costs? Mr. Robinson said yes. Ms. Den Bleyker said it is 35 years now and they have an annual compliance monitoring fee. She said all of these properties are monitored on an annual basis to assure they are indeed serving the income levels to the residence. She said every one of our affordable properties is 100% full with a wait list.

Mr. Marshall said he did agree that there is a need. He said he commends Ms. Den Bleyker for bringing YES Housing here. He said he rents from New Leaf and all the things that were promised were never brought to light. He said there is a camera system that is hooked up to Eagle IC. He said the camera system has never worked. He said it is a gated community and the gates have never worked either. He said they were provided key codes for the gates and they have never worked. He said his concern is if you are going to give them another 1.5 million dollars for tax payer money then hold them accountable.

Mr. Marshall said they were supposed to have an amphitheater and that has never occurred. He said the gates do not work and on the backside at 9th Street and Marland there is no access to the road. He just asks before they move forward that they check with the existing properties and see what issues they may have.

Mr. Kesner said maybe he needs to speak to Commission if this is moved forward and write a letter to the Mortgage Authority and tell them of the deficiencies on the property. Ms. Den Bleyker said there were cost increases between 2014 and 2016 that value engineered away the amphitheater with approval of the Mortgage Finance Authority. She said they did not have the budget to do the Amphitheater. She said the cameras are for the benefit of the police department they are not onsite security cameras. Mr. Marshall said they may be the benefit of the police department but it is a selling point. He said the gates are really the

selling point and really messed him up. Ms. Den Bleyker said they messed them up too because they have multiple photos of the residents charging the gates. She said every time they repair them within the week they are broken again. Mr. Marshall said he was never given a code to them and they have never worked.

Mr. Kesner asked if staff wanted the Board to support this item? Mr. Robinson said the Commission will have final say but this Board has worked very hard on housing issues. Mr. Kesner asked if anyone else from the audience had any comments? There were no comments. Mr. Ramirez asked if the city inspected the site before they release the C/O? Mr. Robinson said yes and everything is code compliant.

Mr. Drennan made a motion, seconded by Mr. Ramirez to recommend approval of the Affordable Housing Funding Commitment to YES Housing. The vote on the motion was 5-0 and the motion carried. Mr. Kesner said if there are requirements not being followed they need to be held accountable.

DRAFT



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 4th, 2019

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT WITH GOLD CREEK HOMES CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: January 29th, 2019
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: Gold Creek Homes has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$100,000.00. This is a continuation of the housing development in Homestead Estates Subdivision south of Bender St. near Taylor Ranch property.

Fiscal Impact:

Reviewed By: _____

[Signature]
Finance Department

FY19 Budget Available \$267,720.00

Single Family Housing #010100-44901-170

Attachments: Resolution / Development Agreement

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation:

Commission considers approval / denial of the attached Development Agreement.

Approved For Submittal By:

[Signature]

Department Director

[Signature]

City Manager

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

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

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

CITY OF HOBBS

RESOLUTION NO. 6760

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH GOLD CREEK HOMES CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.

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

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

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

1. The City of Hobbs hereby approves the Development Agreement, which is attached hereto and made a part of this Agreement as Exhibit #1 and the Mayor, and/or his designee, is hereby authorized to execute the Agreement.

2. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 4th day of February,
2019.

JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk

MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into on this _____ day of _____ 2019 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Gold Creek Homes, 801 Briarwood Street, Weatherford, TX 76087, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

RECITALS:

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

** Developer has submitted a proposal to the City to deliver the required Market Rate Single Family Housing, to be produced within 180 days of ratification of this agreement, within the Municipal Boundaries.

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

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

A. Work To Be Performed.

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

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

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

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

- a. Incentive not to exceed per square footage basis:
 - i. \$10.00 per sq. ft. north of Sanger
 - ii. \$20.00 per sq. ft. south of Sanger
 - iii. Calculation based on living area only
- b. Incentive not to exceed per unit basis:
 - i. \$10,000.00 per single family unit
 - ii. \$5,000.00 per multi-family unit
- c. Incentive not to exceed fair share per linear foot of infrastructure basis:
 - i. \$180.00 per lineal front footage of complete public infrastructure installed, and further broken down as follows:
 1. Water (\$25 / lf):

- a. Twenty Five (\$25) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
2. Sewer (\$35 / lf):
 - a. Thirty Five (\$35) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
3. Street (\$90/ lf):
 - a. Ninety (\$90) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
4. Sidewalk:
 - a. Thirty (\$30) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

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

B. Payment For Services.

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details, as shown herein. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed One Hundred Thousand Dollars (\$1,000,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.
- 4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

C. Construction Requirements.

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

D. Assignment of Agreement.

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

E. Insurance Requirements and Hold Harmless Provision.

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

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

F. Governing Law and Provisions.

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

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

G. Final Payment and Release of Claims.

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

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

H. Amendments.

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

I. Breach.

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

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

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

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

J. Remedies Upon Breach.

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

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

K. Termination.

This Agreement shall be terminated upon the completion of all tenants herein specified or 180 days from date of ratification whichever comes first. A request for infrastructure reimbursement, for a qualified unit produced within the terms of this agreement, received after the Termination Date of this agreement will not eligible for payment.

L. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and Gold Creek Homes, 801 Briarwood Street, Weatherford, TX 76087 and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

M. Entire Agreement.

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

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

City of Hobbs

Developer

By: Sam D. Cobb, Mayor

By:

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Efren Cortez, City Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 4, 2019

SUBJECT: RFP 506-19 Water and Wastewater Cost Of Service and Rate Design Study
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: January 29, 2019
SUBMITTED BY: Tim Woomey, Utilities Director

Summary:

The City of Hobbs, New Mexico, received and evaluated proposals from six (6) qualified consulting firms for the purpose of entering into a professional services agreement to study various rate and utilities service policy alternatives for the city's water and wastewater utility system. The study is intended to achieve a water and wastewater rate structure that will assure adequate revenues for operations, debt service, capital improvements, bond covenant requirements and to ensure that each service is operated on a self-sustaining basis while considering the economic impact on the utility system's customers.

The firm of NewGen Strategies & Solutions; 3420 Executive Center Drive, Suite 165, Austin, Texas 78731; (512) 479-7900 was determined to be the highest ranked proposer by the RFP Evaluation Team.

Fiscal Impact: \$47,880.00 (not including NMGRT) Reviewed By: _____

Finance Department

Not-To-Exceed - \$47,880.00 (not including NMGRT)

This project is budgeted in the 2018-2019 FY Budget; Line Item: 63-4370-42601

Attachments:

- 1) RFP 506-19 Water and Wastewater Cost Of Service and Rate Design Study
- 2) List of Proposers with Evaluation Rankings

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Award RFP 506-19 to NewGen Strategies & Solutions, and authorize the Mayor to execute an agreement to furnish a Water and Wastewater Cost Of Service and Rate Design Study in the not-to-exceed amount of \$47,880.00 (not including NMGRT).

Approved For Submittal By:

Tim Woomey
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

Denied _____

File No. _____

REQUEST FOR PROPOSAL NUMBER 506-19

FURNISH A WATER AND WASTEWATER COST OF SERVICE AND RATE DESIGN STUDY FOR THE CITY OF HOBBS, NEW MEXICO

EVALUATION TABULATION

v

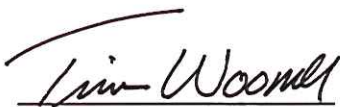
Criteria	Weight Factor	Stantec Consulting Services Inc.	Raftelis	SCS Engineers	NewGen Strategies & Solutions	Willdan Financial Services	Bartle Wells Associates
The consultant firm's understanding of the project and ability to meet the City of Hobbs needs as specified in the Scope of Work.	35	28	32	29	31	31	0
The experience of the proposed project team in conducting similar studies for other municipalities, and the ability of the consulting consultant firm's assigned personnel to work in a timely manner.	30	25	25	22	26	25	0
Capacity – the percentage of capacity the consultant firm will be operating at during the time period indicated in the RFP. Based on current assignments, backlogged assignments, and known future assignments.	15	9	14	7	13	11	0
Cost – Not-To-Exceed Total Cost	20	6	14	11	17	20	0
NM Resident/Veteran preference	10	0	0	0	0	0	0
<u>TOTAL</u>	110	67.50	84.00	68.50	86.50	85.75	0.00



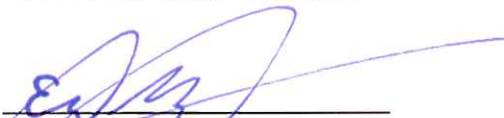
Todd Randall, City Engineer



Deborah Corral, Assistant Finance Director



Tim Woomer, Utilities Director



Erik Scramlin, Deputy City Attorney



IT ALL HAPPENS HERESM

REQUEST FOR PROPOSALS

FURNISH A WATER AND WASTEWATER COST OF SERVICE AND RATE DESIGN STUDY FOR THE CITY OF HOBBS, NEW MEXICO

PROPOSAL NUMBER 506-19

REQUEST FOR PROPOSALS

FURNISH A WATER AND WASTEWATER COST OF SERVICE AND RATE DESIGN STUDY FOR THE CITY OF HOBBS, NEW MEXICO

PROPOSAL NUMBER 506-19

The City of Hobbs, New Mexico, is requesting proposals from qualified professionals interested in preparing a cost of service and rate analysis of the City's water and wastewater utilities system. 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, New Mexico 88240.

DEADLINE: 2:00 P.M., November 29, 2018

The proposal should be mailed or hand delivered to:

Toby Spears, Finance Director
City of Hobbs
200 E. Broadway
Hobbs, NM 88240
Phone: (575) 397-9235
Fax: (575) 397-9450

Submitted proposals shall not be publicly opened. Any proposals received after the deadline will be returned unopened. The fact that a proposal was dispatched will not be considered.

All questions regarding this RFP should be referred to Tim Woomer, Public Utilities Director, at (575) 397-9315. Copies of the specifications may be procured without charge from the office of the City Finance Dept. 200 E Broadway St., Hobbs, NM 88240. Contact Shelly Raulston 575-397-9244 or sraulston@hobbsnm.org.

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 and all proposals and waive irregularities.

Publication Date: October 28, 2018

CITY OF HOBBS, NEW MEXICO

Manny Gomez, Acting City Manager

REQUEST FOR PROPOSAL

FURNISH A WATER AND WASTEWATER COST OF SERVICE AND RATE DESIGN STUDY FOR THE CITY OF HOBBS, NEW MEXICO

The City of Hobbs, New Mexico, is accepting proposals from qualified consultant firms for the purpose of entering into a professional services agreement to study various rate alternatives for the City's water and wastewater utility system. The study is intended to achieve a water and wastewater rate structure that will assure adequate revenues for operations, debt service retirement, capital improvements, debt coverage ratios, bond covenant requirements, and to ensure that each service is operated on a self-sustaining basis while considering the economic impact on the utility system's customers.

GENERAL INFORMATION ABOUT THE CITY

The City operates under a Commission – City Manager form of government, where the Mayor and six Commission Members are elected for staggered four-year terms. The City of Hobbs is the principal commercial center of Lea County, located approximately three miles west of the New Mexico-Texas border. The current population of Hobbs is approximately 38,000. The City has approximately 13,300 meters installed and bills approximately 12,500 active accounts each month.

The drinking water supplied by the City of Hobbs to its water customers is 100% ground water. The City operates one, 5.0 MGD, wastewater reclamation facility (WWRF).

Data to assist in the preparation of the proposal is attached:

1. A listing of the large consumers for July 2018 (Schedule A).
2. A breakdown of customer types, grouped by consumption, for the July 2018 billing (Schedule B).
3. A breakdown of customer types, grouped by meter size, for the July 2018 billing (Schedule C).
4. A summary of the current rate structure (Schedule D).
5. The water and sewer fund annual budget for FY 2018-2019, including debt service schedules to maturity (Schedule E).
6. An audited balance sheet and statement of revenues and expenditures for the water and sewer fund for the year ended June 30, 2017 (Schedule F).
7. A FY 2018-2019 budget worksheet showing projected revenues (Schedule G).

SCOPE OF SERVICES

The consultant will be responsible for conducting a comprehensive water and wastewater cost of service and rate design study.

- By service and customer class, determine the adequacy of the current rates. Present reconciliation for each service (water and wastewater), using existing water and wastewater rates, in a normalized year, to determine the amount of revenue generated versus expenditures.
- Review the funding allocation to the Capital Improvements Budget.
- Review customer classification by service. Include recommendations for rates to be charged to customers outside the city limits. Include recommendations on wastewater rates to be charged to customers that do not have city water service.
- Review and schedule alternative rate calculation methodologies for each customer class, explaining the pros and cons of each.
- Provide a recommended rate design that will recover projected revenue requirements for a seven year period. Components of the base rates and volume charges should be clearly identified.
- Review rates charged for fees, including tap fees, connect fees, disconnect fees, locate fees, etc. Include the industrial waste surcharge in the review as well as rates for disposal of septic tank waste.
- Review the City's utility service policies and ordinances and include recommendations and rationale for any proposed changes.
- Review the City's utility deposit policies and charges. Include rationale for any proposed changes.
- Provide general discussion on current policies and trends related to payment options, connections, disconnects, etc.
- Provide the City with 10 printed copies of the final report and an electronic copy of the report in "Adobe Reader X" software format.
- Provide to the City a model for use in future rate adjustment calculations, in "Microsoft Office Excel" software format, that can be used to study various scenarios by factoring in capital improvements, additional personnel, operating costs, and debt service. The model should include the ability for the City to enter various budgets by the rate component categories, consumption levels, customer counts by customer class and have the model calculate the rate required by service and customer class to generate the needed revenues.

PROPOSAL FORMAT

All consultants submitting proposals should follow the outline listed below:

I. Understanding of the Project

Provide a narrative that includes your understanding of the objectives of this study, the scope of services to be rendered and the deliverables.

II. Proposed Work Plan

The work plan should include a detailed description of the methodology and identifying specific elements of the plan including data acquisition, data analysis, rate schedule construction, report writing, presentations, etc. A detailed time line, including the planned presentations and deliverables at each point should be identified. A final report presentation date should be included.

III. Proposed Project Team

List all of the team members and their credentials that will perform the rate analysis. Include each member's principal function, their principal office location and the approximate percentage of the project each member will complete.

Provide information on the supporting team members' ability to perform cost allocations and rate designs which have withstood the scrutiny of professionals outside of the proposing consultant.

Provide information on the team member's past experience in performing similar water and wastewater cost of service and rate design studies. List specific sites and dates for this work, as well as associated reference contact information.

IV. Prior Work Experience and Qualifications

All proposals should include, at a minimum, the following information:

- Legal name of consultant firm and name of parent company or owner.
- Address and telephone number of corporate office.
- Name of individual authorized to sign on behalf of the consultant firm.
- Year consultant firm was established.
- Former consultant firm name(s) and year established (if the present firm is a successor to or an outgrowth of one or more predecessor).
- Names of two principals to contact with title and telephone number.
- The consultant firm's professional liability insurance carrier, the agent's name, address, and telephone number.

- Is the consultant firm currently involved in litigation? If yes, with whom and briefly describe the nature of the litigation.
- Has the consultant firm ever been terminated from an assignment for non-performance? If yes, please briefly explain.
- Based on the consultant firm's current workload and staff, at what percentage of capacity is the firm currently operating? What is the firm's current backlog (if any) of assignments in months? Based on current assignments, backlogged assignments and known future assignments not currently in-house, what percentage of capacity will the firm be operating at during the time period indicated in the RFP?
- Examples of the consultant firm's work of the type described in this RFP. Include the most recent three years' experience (maximum of 10 assignments). Provide the organization's name, location, contact person, telephone number, and the start date of the assignment, the scope of the assignment and the total length of the assignment.

V. Cost Analysis

Provide a cost analysis of your proposed services including an upper limit. Provide estimated hours for each team member (subdivided into various phases of the study), the hourly rates to be billed for each team member, total estimated (not-to-exceed) costs, travel, out-of-pocket expenses, all other added costs proposed to be billed to the City and a proposed billing schedule.

EVALUATION AND POINTS CRITERIA

Proposals must address each of the following criteria. Each proposal may be awarded points up to the amount listed. A maximum total 110 is possible in scoring each proposal.

- | | |
|--|----|
| 1. The consultant firm's understanding of the project and ability to meet the City of Hobbs needs as specified in the Scope of Work. | 35 |
| 2. The experience of the proposed project team in conducting similar studies for other municipalities, and the ability of the consulting consultant firm's assigned personnel to work in a timely manner. | 30 |
| 3. Capacity – the percentage of capacity the consultant firm will be operating at during the time period indicated in the RFP. Based on current assignments, backlogged assignments, and known future assignments. | 15 |
| 4. Cost – Not-To-Exceed Total Cost | 20 |
| 5. NM Resident/Veteran preference | 10 |

AWARD OF CONTRACT

1. The City Commission of the City of Hobbs, New Mexico, reserves the right to waive any and all irregularities in proposals, and to reject any or all proposals or portions thereof. The City Commission may award to the bidder whose proposal is deemed to be in the best interest of the City of Hobbs.
2. Alternate proposals will be considered only if the bidder is successful on the base proposal. Offers with two base proposals will be disqualified. Base proposals must be identified as prime proposal.
3. 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 the bidder prior to the scheduled deadline. Failure to do so will be just cause for rejection of the proposal.
4. A proposal may be withdrawn upon receipt of a written request prior to the scheduled deadline for the purpose of making any corrections and/or changes. Such corrections must be properly identified and signed or initialed by the bidder. Resubmitting must be prior to scheduled deadline for consideration.
5. All proposals will be reviewed and evaluated by City staff and/or committees. The City reserves the right to evaluate each proposal on a separate and individual basis, and to invite selected consultant firms to make presentation to staff, City committees, and/or the City Commission.
6. The City further reserves the right to reject any and all proposals submitted, or accept a proposal deemed most advantageous to the City. While the City desires to achieve a cost effective study, the emphasis is on quality, not necessarily the lowest cost.
7. There is no expressed or implied obligation for the City to reimburse responding consultant firms or individuals for any expenses incurred in preparing proposals in respond to this request.
8. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from consultants.
9. The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.

PROPOSAL SUBMISSION

One unbound copy and four bound copies of the proposal should be submitted by the published deadline. Proposals shall be submitted in complete sets, inside a sealed envelope, clearly marked on the outside as “**Proposal – Water and Wastewater Cost of Service and Rate Design Study**”. All proposals should be submitted to:

Toby Spears, Director of Finance
City of Hobbs
200 East Broadway
Hobbs, New Mexico 88240

Proposals are subject to all applicable taxes. Any contracts that include labor or services require that the full amount be subject to the City of Hobbs Gross Receipts Tax. Do not include the taxes in the total proposed price. Taxes will be added and paid at time of billing.

RFP AMENDMENTS

Should any amendment to this Request for Proposals 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.

Proposals received after the published deadline will be deemed non-responsive. Proposals will be reviewed for completeness and compliance with the mandatory requirements. If any proposal submitted is deemed to be non-responsive, the consultant will be notified in writing of such determination.

PROPOSAL EVALUATION

The Selection Committee will review each proposal. Points will be allocated as outlined in the evaluation criteria of the RFP to determine the best responsible proposal. Points will be awarded based on the consultant firm's ability to provide a copy of a current Resident Business Certificate or Resident Veterans Certificate. Negotiations may be conducted with responsible consultants 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 any irregularities.

It is agreed that proposals accepted by the City shall be valid for a period of ninety (90) days following the date of proposal opening.

Proposals submitted by facsimile or email transmission will not be accepted.

NON-COLLUSION

In signing this proposal, the consultant firm certifies that he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the City of Hobbs.

NON-DISCRIMINATION

Consultant firms doing business with the City of Hobbs must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979), and the Americans with Disabilities Act of 1990, (Public Law 101-336).

DEFAULT

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

INSURANCE

The successful Consultant shall obtain, and provide proof thereof, to the City the following insurance coverage:

General Liability as follows: Premises, operations, explosions and collapse hazard, underground hazard, contractual insurance, products with completed operations, broad form property damage, independent contractors and personal injury. The limits of liability shall be no less than \$1,000,000 combined single limits for bodily injury and property damage.

Automobile Liability as follows: Owned, hired and non-owned vehicles. The limits of liability shall be no less than \$1,000,000 combined single limit bodily injury and property damage.

Errors and Omissions Insurance may be required on specific design projects with the amount of insurance commensurate with the size and nature of the Project. However,

these insurance requirements will be negotiated with approved Engineering contractors at the time a work order is made.

The City of Hobbs shall be named as an additional insured on all of the above.

Workers' Compensation is required along with New Mexico statutory employer's liability limits regardless of number of employees.

PRICE

Cost will be used as a factor of the evaluation procedures. A detailed Not-To-Exceed Cost Proposal should be submitted as a separate sheet at the end of the proposal.

The consultant will be responsible for conducting comprehensive water and wastewater cost of service and rate design study as described herein.

Consultant's Not-to-Exceed Price: \$ _____

CERTIFICATION AND SIGNATURE:

Proposal Number 506-19

Furnish a Water and Wastewater Cost of Service and Rate Design Study

The City of Hobbs, New Mexico

_____, 2018

Proposal of _____:
Company Name

A Corporation under the laws of the State of _____ or

B) A partnership consisting of _____ or

C) An individual trading as _____.

The undersigned, pursuant to the foregoing "Request for Proposals", has carefully examined the instructions, this proposal form and the specifications.

Bidders Preference No

Company Name

BY: _____

Type or Print Name

Veterans Preference No

Address

Phone: _____

City State Zip

NOTE: To be valid, bid must be signed. The signature of a corporation is its president, or an authorized representative. A signature of a partnership must be a valid partner or authorized representative.

Do Not Return Invitation to Bid Form in Case of a "NO BID"

If applicable – Consultant acknowledges receipt of the following AMENDMENT(S):

Amendment No: _____ Dated: _____ Amendment No.: _____ Date:

Amendment No: _____ Dated: _____ Amendment No.: _____ Date:

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable Public Official" means a person elected to an office or a person appointed to complete a term of an elected office, which has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family Member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the Procurement Process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective Contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a Prospective Contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (position)

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State s Division of the General Services Department the awarded amount involved. I will indicate in the report the awarded amount as a purchase from a public body or as a public works contract form a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or un-award of the procurement involved if the statements are proven to be incorrect.

NON-COLLUSION AFFIDAVIT

STATE OF _____)
City OF _____)

_____ (name) being first duly sworn,
deposes and
says that he/she is (title) _____
of (organization) _____

who submits herewith to the City of Hobbs, a bid/proposal:

That all statements of fact in such bid/proposal are true:

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said proposer/bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Hobbs, or of any proposer/bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of bid/proposal, said bidder/proposer;

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his/her proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual group of individuals, except that City of Hobbs, or to any person or persons who have a partnership or other financial interests with said proposer/bidder in his/her business.

By: _____

Title: _____

SUBSCRIBED and sworn to before me this _____ day of _____, 20_____

Notary Public: _____

My Commission Expires:

RELATED PARTY DISCLOSURE FORM

(Bidders and Proposers only)

1. Are you indebted to or have a receivable from any member of the City of Hobbs Commissioners, administration officials, department heads, and key management supervisors with the City of Hobbs?

YES ___ NO ___

2. Are you, or any officer of your company related to any member of the City of Hobbs Commissioners, administration officials, department heads, key management supervisors of the City of Hobbs and have you had any of the following transactions since January 1, 2017 to which City of Hobbs was, is to be, a party?

Sales, Purchase or leasing of property? YES ___ NO ___

Receiving, furnishing of goods, services
or facilities? YES ___ NO ___

Commissions or royalty payments? YES ___ NO ___

3. Does any member of the City Commission; administration officials, department heads, key management supervisors with the City of Hobbs, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the City of Hobbs?

YES ___ NO ___

4. At any time from January 1, 2017 through the present, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the City Commission administration officials, department heads, key management supervisors with the City of Hobbs?

YES ___ NO ___

5. Are you negotiating to employ or do you currently employ any employee, officer, or family member of an employee or officer for the City of Hobbs?

6. Are you an employee of the City of Hobbs or a member of your family an employee of the City of Hobbs?

YES ___ NO ___

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company

President _____ **Date** _____

(Print Name and Title): _____

City of Hobbs
Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion

The Bidder/Proposer certifies, by submission of this bid/proposal, neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this submission of bid/proposal by any Federal, State or Local government. It further agrees by submitting this bid/proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the bidder/proposer or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this bid/proposal submission

Failure to acknowledge the above conditions would render the Bid/Proposal non-responsive.

I acknowledge:

Company Name: _____

Signature _____

Print Name _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 4, 2019

SUBJECT: CONSIDER APPROVING AGREEMENTS RECOMMENDING TOURNAMENT FEES FOR PERMAIN BASIN UNITED STATES SPORTS SPECIALITY ASSOCIATION (USSSA) BASEBALL, HOBBS USSSA GIRLS FASTPITCH SOFTBALL AND HOBBS USSSA ADULT SLOWPITCH SOFTBALL.

DEPT. OF ORIGIN: Parks and Recreation
DATE SUBMITTED: January 29, 2019
SUBMITTED BY: Doug McDaniel, Parks & Recreation Director

Summary:

With the completion of the \$5.2 million artificial turf installation project at the Veterans Memorial Complex in 2015, the City of Hobbs entered into agreements with United States Sports Specialty Association entities that had requested the use of the Veterans Memorial Complex to host youth baseball, girls fastpitch softball, and adult slowpitch softball tournaments. These tournaments, which take place on weekends, have assisted greatly with economic development efforts related to bringing visitors to Hobbs to stay in our hotels, eat in our restaurants and shop in our retail establishments.

In 2019, the following events have been requested: nine (9) slowpitch softball tournaments, 3 girls fastpitch softball tournaments, one (1) All American Games Tryout (girls fastpitch), and five (5) youth baseball tournaments. Since 2015, these USSSA entities have more than \$80,000 in tournament fees to the City of Hobbs. The previous agreement with these entities called for those funds to be spent on field improvements at the Veterans Memorial Complex as do the proposed agreements.

<u>Event</u>	<u>Proposed Fee*</u>	<u>Previous Fee*</u>
Adult Slowpitch Softball	\$30 per team	\$25 per team
Girls Fastpitch Softball	\$25 per team	\$35 per team
Youth Baseball	\$25 per team	\$50 per team

*The fee is collected only for teams who are not registered as Hobbs teams who play in these events.

The proposed fees have been reduced for girls fastpitch and youth baseball as to reduce the fees for youth events compared to adult events. Girls fastpitch and youth baseball have a much higher cost associated with umpires when compared to slowpitch softball as the umpiring fees for these events are higher and the majority of these umpires do not live in Hobbs which requires tournament organizers to provide lodging for umpires during these events. Additionally, the vast majority of teams for girls fastpitch and youth baseball are from out of town which is not the case with slowpitch softball events.

Additionally, the City of Hobbs and Permian Basin USSSA previously partnered on the purchase of ten (10) portable pitching mounds that are used for youth baseball tournaments. Permian Basin USSSA has reimbursed the City of Hobbs for the full amount called for in the previous agreement, \$13,493.16.

Fiscal Impact

Reviewed by: 
Finance Department

It is anticipated that approximately \$13,000 in revenue will be generated through the various USSSA tournaments and collection of fees as proposed above.

Attachments: Agreements with Permian Basin USSSA Baseball, Hobbs USSSA Girls Fastpitch Softball and Hobbs USSSA Adult Slowpitch Softball

Legal Review:

Approved As To Form:



City Attorney

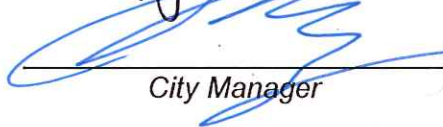
Recommendation:

Staff recommends that the Commission consider approving agreements recommending tournament fees for Permian Basin USSSA Baseball, Hobbs USSSA Girls Fastpitch Softball and Hobbs USSSA Adult Slowpitch Softball.

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 REGARDING TOURNAMENT FEES AND
PURCHASE OF PORTABLE PITCHING MOUNDS BETWEEN
PERMIAN BASIN UNITED STATES SPORTS SPECIALITY ASSOCIATION (U.S.S.S.A.)
AND THE CITY OF HOBBS**

This Memorandum of Understanding is made the 27th day of January, 2019, by and between the City of Hobbs (hereinafter "CITY") and the Permian Basin United States Sports Specialty Association (U.S.S.S.A.) (hereinafter "LEAGUE").

PURPOSE

The purpose of this agreement is to establish guidelines for the purchase, usage, storage and maintenance of ten (10) portable pitching mounds to be used at CITY baseball fields for U.S.S.S.A. baseball tournaments and fees that the LEAGUE will pay the CITY for the right to host tournaments on CITY fields.

DUTIES

I. CITY DUTIES – PORTABLE PITCHING MOUNDS

CITY will ensure the following obligations are met:

- A. CITY has purchased (10) portable pitching mounds, "Official Pony League Game Mound, Item 202-8", an portable pitching mound that is eight (8) inches high from True Pitch, Inc., in Altoona, IA, at a total cost, including shipping and handling, of \$26,986.33.
- B. CITY and LEAGUE will work together in good faith on storage of portable pitching mounds when they are not in use on baseball fields.
- C. CITY and LEAGUE will work together in good faith to remove portable pitching mounds at the end of each tournament and store the mounds.
- D. CITY and LEAGUE will work together in good faith to place and remove portable pitching mounds on baseball fields for tournament use.
- E. CITY and LEAGUE will work together in good faith to ensure that the portable pitching mounds are properly maintained and are free from any defects prior to use.

II. LEAGUE DUTIES – PORTABLE PITCHING MOUNDS

LEAGUE will ensure the following obligations are met.

- A. LEAGUE will use the portable pitching mounds for U.S.S.S.A. tournaments that take place in Hobbs. The portable pitching mounds are not to be used for any events that do not take place in the City of Hobbs.
- B. LEAGUE and CITY will provide portable pitching mounds for use with other baseball games and activities that are properly scheduled with the City of Hobbs Parks and Recreation Department.

III. COMPENSATION – PORTABLE PITCHING MOUNDS

- A. LEAGUE has reimbursed the CITY for 50% of the total cost to purchase the ten (10) portable pitching mounds, "Official Pony League Game Mound, Item 202-8", an portable pitching mound that is eight (8) inches high from True Pitch, Inc., in Altoona, IA. The amount (50% of the total cost of \$26,986.33) that the LEAGUE has reimbursed the CITY totals: \$13,493.16.

IV. COMPENSATION – TOURNAMENT FEES

- A. For hosting youth baseball tournaments on CITY fields, the LEAGUE will pay the CITY \$25 per team for each team that does not list Hobbs, New Mexico as the team's hometown on the tournament roster/sanctioning form for each tournament that is held on CITY fields. There will be no fees paid for teams that are listed as having Hobbs, New Mexico as the team's hometown. THE CITY will apply all funds collected from the LEAGUE toward improvements on CITY fields, including the purchase of synthetic turf to be installed in the outfields at the Zia Plex Fields in the future.

ADDITIONAL REQUIREMENTS FOR TOURNAMENT PLAY

The LEAGUE shall not allow concessionaires to sell sunflower seeds at any concession building, permanent or temporary, located at the Veteran's Memorial Complexes I, II or III. Nor will they allow any players or spectators to "chew" sunflower seeds during tournament play.

USE OF VARSITY, JUNIOR VARSITY, SANGER FIELDS, BAKER, McNEIL FIELDS

The Hobbs Municipal Schools have exclusive use of Varsity, Junior Varsity and Sanger Fields during the high school baseball and softball seasons. During the periods

outside of this exclusive use, the high school baseball and softball teams will have priority over all other requests to use Varsity, Junior Varsity and Sanger Fields. Outside groups may request the use of Varsity, Junior Varsity and Sanger Fields through the City of Hobbs Parks and Recreation Department. Games and tournaments will have priority over practice for any and all groups using these fields outside of the high school season. Varsity Field and Sanger Field will be scheduled for outside groups only as a last resort

The Hobbs Municipal Schools Junior Varsity Softball Team also has priority use of McNeil Field during their season and the "C" Team has priority use of Nichol Shephard Field during their season.

The University of Southwest Softball Team has priority use of Baker Field during their season.

COORDINATION

The Parks & Recreation Department shall have sole authority to coordinate and schedule all field usage.

MERGER OF AGREEMENT

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

SOVEREIGN IMMUNITY

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

LIABILITY

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

THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing the Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any

member thereof, a third party beneficiary, or to authorize anyone not a party to the Agreement to maintain, pursuant to the provisions of the Agreement, a suit of any nature, including but not limited to suits alleging wrongful death, bodily and/or personal injury to person(s), damages to property(ies), and/or any cause of action.

INSURANCE

Both the City of Hobbs and Permian Basin U.S.S.S.A. will maintain liability insurance or qualify as a self-insured entity, as required by law. Permian Basin U.S.S.S.A. shall provide proof of liability insurance coverage to the CITY and shall name the CITY as additional insured.

TERM

This Memorandum of Understanding shall continue in full force and effect, for a period of one (1) year term with the option for three (3) additional one year terms. Either side may terminate or renew this agreement with thirty (30) days advanced written notice. Terminating the agreement will not void any payments from the LEAGUE that are still due to the CITY.

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. Any litigation concerning matters arising hereunder shall occur in the State District Court of Lea County, New Mexico, only.

EFFECTIVE DATE

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

PERMIAN BASIN U.S.S.S.A.

BY: TOMMY E. HAWKINS Hobbs USSSA Baseball Tournament
Printed Name & Title Director
[Signature] Date: 1-27-19
Signature

CITY OF HOBBS

BY: _____
Sam Cobb
Mayor

Date: _____

BY: _____
Manny Gomez
City Manager

Date: _____

Approved as to Form:

By: _____
Efren A. Cortez
City Attorney

Date: _____

**MEMORANDUM OF UNDERSTANDING REGARDING TOURNAMENT FEES BETWEEN
HOBBS UNITED STATES SPORTS SPECIALITY ASSOCIATION (U.S.S.S.A.)
ADULT SLOWPITCH AND THE CITY OF HOBBS**

This Memorandum of Understanding is made the 23rd day of January, 2019, by and between the City of Hobbs (hereinafter "CITY") and the Hobbs United States Sports Specialty Association (U.S.S.S.A.) Adult Slowpitch (hereinafter "LEAGUE").

PURPOSE

The purpose of this agreement is to establish guidelines for the fees that the LEAGUE will pay the CITY for the right to host tournaments on CITY fields.

I. COMPENSATION – TOURNAMENT FEES

- A. For hosting adult slowpitch tournaments on CITY fields, the LEAGUE will pay the CITY \$30 per team for each team that does not list Hobbs, New Mexico as the team's hometown on the tournament roster/sanctioning form for each tournament that is held on CITY fields. There will be no fees paid for teams that are listed as having Hobbs, New Mexico as the team's hometown. THE CITY will apply all funds collected from the LEAGUE toward improvements on CITY fields, including the purchase of synthetic turf to be installed in the outfields at the Zia Plex Fields in the future.

ADDITIONAL REQUIREMENTS FOR TOURNAMENT PLAY

The LEAGUE shall not allow concessionaires to sell sunflower seeds at any concession building, permanent or temporary, located at the Veteran's Memorial Complexes I, II or III. Nor will they allow any players or spectators to "chew" sunflower seeds during tournament play.

USE OF VARSITY, JUNIOR VARSITY, SANGER FIELDS, BAKER, McNEIL FIELDS

The Hobbs Municipal Schools have exclusive use of Varsity, Junior Varsity and Sanger Fields during the high school baseball and softball seasons. During the periods outside of this exclusive use, the high school baseball and softball teams will have priority over all other requests to use Varsity, Junior Varsity and Sanger Fields. Outside groups may request the use of Varsity, Junior Varsity and Sanger Fields through the City of Hobbs Parks and Recreation Department. Games and tournaments will have priority over practice for any and all groups using these fields outside of the high school season. Varsity Field and Sanger Field will be scheduled for outside groups only as a last resort

The Hobbs Municipal Schools Junior Varsity and "C" Softball Teams also has priority use of McNeil Field during their season.

The University of Southwest Softball Team has priority use of Baker Field during their season.

COORDINATION

The Parks & Recreation Department shall have sole authority to coordinate and schedule all field usage.

MERGER OF AGREEMENT

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

SOVEREIGN IMMUNITY

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

LIABILITY

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

THIRD PARTY BENEFICIARIES

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

INSURANCE

Both the City of Hobbs and Hobbs U.S.S.S.A. Adult Slowpitch will maintain liability insurance or qualify as a self-insured entity, as required by law. Hobbs U.S.S.S.A. Adult

Slowpitch shall provide proof of liability insurance coverage to the CITY and shall name the CITY as additional insured.

TERM

This Memorandum of Understanding shall continue in full force and effect, for a period of one (1) year term with the option for three (3) additional one year terms. Either side may terminate or renew this agreement with thirty (30) days advanced written notice. Terminating the agreement will not void any payments from the LEAGUE that are still due to the CITY.

SEVERABILITY

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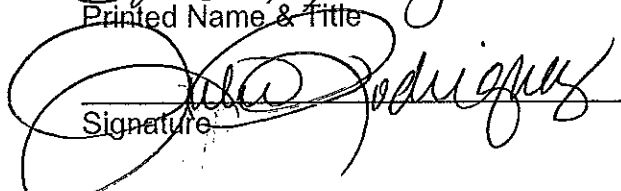
GOVERNING LAW

This Memorandum of Understanding shall be construed in accordance with the laws of the State of New Mexico. Any litigation concerning matters arising hereunder shall occur in the State District Court of Lea County, New Mexico, only.

EFFECTIVE DATE

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

HOBBS U.S.S.S.A. ADULT SLOWPITCH

BY: Julie Rodriguez Hobbs USSSA Area Director
Printed Name & Title

Signature
Date: 1/23/2019

CITY OF HOBBS

BY: _____
Sam Cobb
Mayor

Date: _____

BY: _____
Manny Gomez
City Manager

Date: _____

Approved as to Form:

By: _____
Efren A. Cortez
City Attorney

Date: _____

**MEMORANDUM OF UNDERSTANDING REGARDING TOURNAMENT FEES BETWEEN
HOBBS UNITED STATES SPORTS SPECIALITY ASSOCIATION (U.S.S.S.A.)
GIRLS FASTPITCH AND THE CITY OF HOBBS**

This Memorandum of Understanding is made the 23rd day of January, 2019, by and between the City of Hobbs (hereinafter "CITY") and the Hobbs United States Sports Speciality Association (U.S.S.S.A.) Girls Fastpitch (hereinafter "LEAGUE").

PURPOSE

The purpose of this agreement is to establish guidelines for the fees that the LEAGUE will pay the CITY for the right to host tournaments on CITY fields.

I. COMPENSATION – TOURNAMENT FEES

- A. For hosting girls fastpitch tournaments on CITY fields, the LEAGUE will pay the CITY \$25 per team for each team that does not list Hobbs, New Mexico as the team's hometown on the tournament roster/sanctioning form for each tournament that is held on CITY fields. There will be no fees paid for teams that are listed as having Hobbs, New Mexico as the team's hometown. THE CITY will apply all funds collected from the LEAGUE toward improvements on CITY fields, including the purchase of synthetic turf to be installed in the outfields at the Zia Plex Fields in the future.

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COORDINATION

The Parks & Recreation Department shall have sole authority to coordinate and schedule all field usage.

MERGER OF AGREEMENT

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SOVEREIGN IMMUNITY

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LIABILITY

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THIRD PARTY BENEFICIARIES

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INSURANCE

Both the City of Hobbs and Hobbs U.S.S.S.A. Girls Fastpitch will maintain liability insurance or qualify as a self-insured entity, as required by law. Hobbs U.S.S.S.A. Girls Fastpitch shall provide proof of liability insurance coverage to the CITY and shall name the CITY as additional insured.

TERM

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EFFECTIVE DATE

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

HOBBS U.S.S.S.A. GIRLS FASTPITCH

BY: Julie Rodriguez Hobbs USSSA Area Director
Printed Name & Title

[Signature]
Signature
CITY OF HOBBS

Date: 1/23/2019

BY: _____

Date: _____

Sam Cobb
Mayor

BY: _____
Manny Gomez
City Manager

Date: _____

Approved as to Form:

By: _____
Efren A. Cortez
City Attorney

Date: _____

12/27/18