

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Christopher R. Mills

Larron B. Fields

Joseph D. Calderón

Dwayne Penick

Don R. Gerth

Acting City Manager

Manny Gomez

June 15, 2020



Hobbs City Commission

Regular Meeting

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

Monday, June 15, 2020 – 6:00 p.m.

Virtual Meeting Held by Video Conference

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner – District 1

Christopher R. Mills
Commissioner – District 2

Larron B. Fields
Commissioner – District 3

Joseph D. Calderon
Commissioner – District 4

Dwayne Penick
Commissioner – District 5

Don R. Gerth
Commissioner – District 6

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the June 1, 2020, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

2. Recognition of City Employees - Milestone Service Awards for the Month of June, 2020 (*Manny Gomez, Acting City Manager*)
 - 5 years – Yesenia Sanchez, Animal Adoption Center
 - 5 years – Juan Contreras, Hobbs Fire Department

- 10 years – Victor Hawkins, Hobbs Fire Department
- 15 years – Bryan Ussery, Street Department
- 15 years – Robert Janousek, Wastewater Treatment Plant

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.)*

Due to the current COVID-19 State of Emergency and the orders of the New Mexico Department of Health, public comment should be submitted in writing via email to the City Clerk at jfletcher@hobbsnm.org or via fax at (575) 397-9334 no later than 4:30 p.m. on June 15, 2020.

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.)*

3. Resolution No. 6944 – Authorizing Participation in the Local Government Clean and Beautiful Program with the New Mexico Department of Tourism in the Amount of \$6,250.00 *(Tanya Sanchez, Tourism Development Coordinator)*
4. Consideration of Approval of a Professional Services Agreement with the Boys and Girls Club of Hobbs for FY 20-21 in the Amount of \$69,000.00 *(Doug McDaniel, Recreation Director)*

DISCUSSION

5. Discussion of Rockwind Grill Lease Extension - Performance Review and Survey Results *(Doug McDaniel, Recreation Director)*
6. Economic Development Corporation of Lea County – Airline Service *(Missi Currier, President and CEO, Economic Development Corporation of Lea County)*

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

7. **FINAL ADOPTION:** Ordinance No. 1124 - Authorizing the Issuance and Sale of the City of Hobbs, New Mexico, Multifamily Housing Revenue Bonds, in One or More Tax-Exempt Series (Four Seasons Apartments) in an Amount Not to Exceed \$10,000,000 for the Purposes of Providing Funds for the Rehabilitation, Improvement and Equipping of an 80-Unit Multifamily Housing Project Located in the City of Hobbs, Lea County, New Mexico, and Known as the Four Seasons Apartments *(Kevin Robinson, Planning Department)*

****NOTE:**** Public Comment on proposed Ordinance No. 1124 should be submitted in writing via email to the City Clerk at ifletcher@hobbsnm.org or via fax at (575) 397-9334 no later than 4:30 p.m. on June 15, 2020

8. Resolution No. 6945 – Extending the Professional Services Agreement with Rockwind Grill, LLC, as Assigned by Pacific Rim, Inc., for Management and Operation of Rockwind Restaurant and Catering Service (*Efren Cortez, City Attorney*)
9. Resolution No. 6946 – Authorizing FY 20-21 Funding Appropriations for Economic Development and Marketing Entities (*Efren Cortez, City Attorney*)
10. Consideration of Approval of Bid No. 1580-20 for 2020 Tandem 12-Yard Dump Truck (*Shelia Baker, General Services Director*)
11. Resolution No. 6947 – Extending the Professional Services Agreement with Life Skills Fore Youth of the Pecos for Operation of the First Tee Program at Rockwind Community Links (*Doug McDaniel, Recreation Director*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

12. Next Meeting Date:

- City Commission Regular Meeting
July 6, 2020, at 6:00 p.m.

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: June 15, 2020

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: June 9, 2020
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of June 1, 2020

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

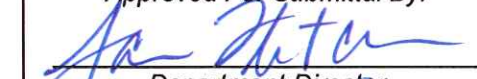
Legal Review:

Approved As To Form: _____
City Attorney


Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, June 1, 2020, in Hobbs, New Mexico. This was a virtual meeting held by video conferencing and viewable to the public via Livestream on the City's website at www.hobbsnm.org.

Call to Order and Roll Call

Mayor Cobb called the virtual meeting to order at 6:00 p.m. and welcomed everyone viewing through Livestream. Ms. Jan Fletcher, City Clerk, called the roll and the following identified themselves as participating remotely through video conferencing and answered present:

Mayor Sam D. Cobb
Commissioner Marshall R. Newman
Commissioner Christopher Mills
Commissioner Larron B. Fields
Commissioner Joseph D. Calderón
Commissioner Dwayne Penick
Commissioner Don Gerth

The following staff members participated remotely in the meeting via video conference:

Manny Gomez, Acting City Manager/Fire Chief
Efren Cortez, City Attorney
Kevin Robinson, Development Director
Toby Spears, Finance Director
Jan Fletcher, City Clerk

Mayor Cobb explained the guidelines issued by the New Mexico Attorney General's Office, Open Government Division (OGD), regarding the virtual public body meeting through video conferencing. He stated the following guidelines must be followed:

- At the start of the meeting, the Mayor should announce the names of those members of the public body participating remotely.
- All members of the public body participating remotely must identify themselves whenever they speak and must be clearly audible to the other members of the public body and to the public.
- Members of the public should be afforded remote access, via livestream.
- Mayor should suspend discussion if the audio or video is interrupted.
- All votes of the public body must be a roll call vote.
- The public body should produce and maintain a recording of the open session of the meeting.

**For the record, it is noted that all of these guidelines were strictly followed during the entire City Commission meeting.

Invocation and Pledge of Allegiance

Commissioner Penick delivered the invocation and Mayor Cobb led the Pledge of Allegiance.

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting held on Monday, May 18, 2020, be approved as presented. Commissioner Newman seconded the motion and the roll call vote was recorded as follows: Mills yes, Fields yes, Newman yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

There were no proclamations or awards of merit presented to the Commission.

Public Comments

The public was given the opportunity to submit public comments prior to the meeting in writing via email to the City Clerk at jfletcher@hobbsnm.org or via fax to (575) 397-9334 by 4:30 p.m., on May 18, 2020. There were no public comments submitted.

Consent Agenda

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

Resolution No. 6941 – Authorizing Opening a Special Revenue Fund in Accordance with State Audit Rule 2.2.2.10 (O).

Commissioner Fields seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution is attached and made a part of these minutes.

Discussion

There were no discussion items presented to the Commission.

Action Items

Resolution No. 6942 – Authorizing a First Amendment to Memorandum of Agreement with the New Mexico Department of Transportation Regarding CARES Act Funds for the Hobbs Express Public Transportation Program.

Ms. Jan Fletcher, City Clerk, explained the resolution and stated the First Amendment to Memorandum of Agreement is necessary as a result of FTA CARES Act funding which has become available for New Mexico Section 5311 recipients. She stated the balance of the FTA Section 5311 grant beginning as of March 1, 2020, is now eligible for reimbursement at 100% funding. Ms. Fletcher stated this will cover the costs of administrative leave, fuel, cleaning, sanitizing vehicles, etc. She also stated any expenses that are eligible for Section 5311 administrative or operating funding are also eligible for CARES Act funds. Ms. Fletcher explained the initial funding levels and the new funding levels for the remainder of FY 19-20. The overall total Federal grant award remains the same at \$979,432.14. She stated the City's local match for FFY 19-20 has been reduced from \$425,460.23 to \$180,786.75 resulting in potential additional revenue to the City in the amount of \$244,673.48

There being no discussion, Commissioner Gerth moved that Resolution No. 6942 be approved as submitted. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documents are attached and made a part of these minutes.

Resolution No. 6943 - Approving a Development Agreement with ABS Homes Concerning the Development of Market Rate Single-Family Housing.

Mr. Kevin Robinson, Development Director, stated ABS Homes has requested a development agreement concerning the development of single-family housing units located within the municipal boundaries. He stated the developer proposes to produce market rate single-family units and is requesting infrastructure incentives in the amount of \$200,000.00.

In response to Commissioner Newman's question, Mr. Robinson stated the units will be located at the Zia Crossing Subdivision. In further reply, Mr. Robinson stated there are approximately 100 lots in production.

Commissioner Calderón moved that Resolution No. 6943 be approved as submitted. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolution and supporting documents are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Acting City Manager/Fire Chief Gomez stated there are 16 Livestream viewers at tonight's meeting.

Acting City Manager/Fire Chief Gomez stated he is happy for the opening of small businesses.

Acting City Manager/Fire Chief Gomez reviewed a portion of the revised New Mexico Public Health Order dated June 1, 2020. He stated gyms and similar exercise facilities may operate at up to 50% of the maximum occupancy of any enclosed space of the business's premises, as determined by the relevant fire marshal or fire department, but may not conduct group fitness classes. Acting City Manager/Fire Chief Gomez reviewed the temporary operational hours for the CORE and the portions of the facility that would be open to the public. He stated the New Mexico Environmental Department will be inspecting the CORE's competition pool before it can open for lap swimming.

Acting City Manager/Fire Chief Gomez stated the New Mexico Legislature will hold a Special Legislative Session on June 18, 2020, to review the State's budget. He stated City staff will be closely following the details of the session.

Commissioner Mills stated he was questioned by children at Taylor Elementary School regarding use of the Splash Pads. He stated the Governor is allowing people to gather but is not allowing Splash Pads to be utilized by the public. Commissioner Mills expressed frustration and stated he does not understand that decision.

Commissioner Calderón asked the Commission to be a good example and wear a mask in public. He stated he is respectful in wearing a mask in order not to spread germs.

Commissioner Penick stated he is also happy for the re-opening of small businesses.

Commissioner Penick encouraged everyone to vote during the Primary Election tomorrow, June 2, 2020. He stated it is important to cast your vote.

Commissioner Penick thanked City staff and its leadership for the re-opening of the City.

Mayor Cobb stated he has been attending a Mayoral Caucus with 20 other New Mexico Mayors. He stated different cities have different needs throughout their community. Mayor Cobb stated the Mayoral Caucus group is working together to present change in the economic development laws during the Special Legislative Session. He stated it will be important to have the advocacy and support of the City Commission and citizens.

Adjournment

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Newman seconded the motion and roll call vote was recorded as follows: Newman yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 6:30 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROCLAMATIONS

AND

AWARDS OF MERIT

June Milestones 2020

5 years

Yesenia Sanchez	Animal Adoption	6/15/2015
Juan Contreras	HFD	6/22/2015

10 years

Victor Hawkins	HFD	6/13/2010
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15 years

Bryan Ussery	Streets	6/06/2005
Robert Janousek	WasteWater (WWTP)	6/20/2005



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 6-15-20

SUBJECT: PARTICIPATION IN LOCAL GOVERNMENT CLEAN AND BEAUTIFUL FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TOURISM

DEPT. OF ORIGIN: Convention Visitors Bureau Department
DATE SUBMITTED: 06/02/2020
SUBMITTED BY: Tanya Sanchez, Tourism Development Coordinator

Summary:

The New Mexico Department of Tourism approved the City of Hobbs grant application for the project for Community Clean Up, " Let's all Win, Toss it in the Bin! Keep Hobbs Beautiful." Neighborhood Clean-up will be coming to neighborhoods in each district of Hobbs soon, and with the help of Commissioners and volunteers, we can help educate and end-littering.

The City applied for a Clean and Beautiful grant from the New Mexico Department of Tourism for \$23500.00 and has been awarded a total grant amount is \$5000.00 with cash or in-kind donations from the City of 25% or \$1,250.00 for FY 2021. The grant agreement terminates June 30th, 2021.

Fiscal Impact:

Reviewed By: _____
Finance Department

Estimated Cost: \$6250.00
Local Match: \$1,250.00
State Match: \$ 5,000.00
Budget Project No.

Attachments:
Resolution

Legal Review:

Approved As To Form: Edice
City Attorney

Recommendation:

To make a motion to approve the Resolution for the City to enter into Cooperative Agreement, with the New Mexico Tourism Department

Approved For Submittal By:

Department Director

[Signature]
City Manager

**CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN**

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

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

CITY OF HOBBS

RESOLUTION NO. 6944

PARTICIPATION IN LOCAL GOVERNMENT CLEAN AND BEAUTIFUL
PROGRAM

WHEREAS, the City of Hobbs and the New Mexico Department of Tourism desire to enter into a Cooperative Agreement; and

WHEREAS, the total cost of the project will be \$6,250.00 to be funded in proportional share by the parties as follows:

- a. New Mexico Department of Tourism share shall be \$5,000.00; and
- b. The City of Hobbs proportional matching share shall be 25%, either in monetary or In-Kind donations for which

THE TOTAL PROJECT COST IS \$6,250.00;

WHEREAS, the City of Hobbs shall pay all costs, which exceed the total amount of \$6,250.00;

NOW, THEREFORE, BE IT RESOLVED: by the City of Hobbs City Commission; and

That the project, the Cooperative agreement between The New Mexico Department of Tourism and the City of Hobbs is adopted and has priority standing.

That the agreement terminates on June 30th, 2021 and the City of Hobbs incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreements.

BE IT FURTHER RESOLVED THAT THE CITY OF HOBBS agrees to enter into a Cooperative Agreement Project with the New Mexico Department of Tourism.

PASSED, ADOPTED, AND APPROVED this 15th day of June 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**STATE OF NEW MEXICO
TOURISM DEPARTMENT
Litter Control and Beautification
“Clean & Beautiful” Grant Program Agreement**

THIS AGREEMENT, numbered **21-418-6002-00056-00**, is made and entered into by the State of New Mexico Tourism Department, hereinafter referred to as the “NMTD,” and **City of Hobbs**, hereinafter referred to as the “Partner” (collectively the “Parties”) and is effective as set forth below.

RECITALS

WHEREAS, the purpose of the New Mexico “Litter Control and Beautification Act,” NMSA 1978, § 67-16-1 et seq. (hereinafter “the Act”) is to control litter by authorizing NMTD to eliminate litter from the state to the maximum practical extent through a state-coordinated plan of education, control, prevention, and elimination; and

WHEREAS, the “Litter Control and Beautification Fund,” hereinafter “the Fund,” is appropriated to NMTD for the purpose of carrying out the provisions of the Act; and

WHEREAS, the Act provides that NMTD may contract with other state and local government agencies to carry out the provisions of the Act;

AGREEMENT

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Partner.

- A. Perform and complete the projects and programs, expending all related funds, as outlined in the Project Award Schedule, as approved by NMTD and attached hereto as *Exhibit A*.
- B. Acknowledge and comply with all Grant Program Guidelines, as approved by NMTD and attached hereto as *Exhibit B*.
- C. Complete and submit all required documentation for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B*.
- D. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner’s eligibility for future awards.

II. Obligations of NMTD.

- A. Provide award funds for all eligible expenses in accordance with the Act and according to *Exhibit A* and *Exhibit B*.

- B. Provide access to all forms required for submission for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B*.

III. Additional Terms & Conditions:

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- B. This Agreement shall become effective upon its execution by both Parties and shall terminate on **June 30, 2021**. Either party may terminate or seek to further negotiate this Agreement upon ninety (90) days written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.
- C. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto, with the exception of Exhibit A, which may be adjusted by authorization of the NMTD Tourism Development Division Director.
- D. Neither Party will be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond the non-performing Party's control and without such Party's fault or negligence, such as acts of God, pandemic-related public health orders, acts of civil or military authority, embargoes, epidemics, war, acts of terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockout. If any Force Majeure condition affects Partner's ability to perform its obligations, Partner shall give written notice to NMTD, and Partner will offer mutually agreeable amendments to Exhibit A. Until such time as this Agreement is amended, NMTD will withhold payment of award funds as set forth in Exhibit A.
- E. Partner shall ensure that any activities carried out in accordance with this Agreement conform to all current Public Health Orders and corresponding COVID-Safe Practices.
- F. The Parties shall not be jointly liable. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.
- G. This Agreement is governed by the laws of the State of New Mexico.
- H. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.

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

To NMTD: New Mexico Tourism Department
Lucy Stanus, Clean & Beautiful Program Coordinator
491 Old Santa Fe Trail | Santa Fe, NM 87501
505-660-4734 | lucy.stanus@state.nm.us

To Partner: City of Hobbs
Manny Gomez
200 E. Broadway Street | Hobbs, NM 88240
575-397-9206 | mgomez@hobbsnm.org
Program Manager: Tanya Sanchez
Phone: 575-391-4178
Email: tsanchez@hobbsnm.org

- J. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Cabinet Secretary listed below.

By: _____

Date: _____

Print Name: _____

For PARTNER (City of Hobbs)

By: _____

Date: _____

Carlos F. Gonzales, NMTD Chief Procurement Officer

By: _____

Date: _____

Isabel B. Lopez, NMTD Chief Financial Officer

Approved for legal sufficiency:

By: _____

Date: _____

Allison P. Martinez, NMTD General Counsel

By: _____

Date: _____

Jen Paul Schroer, NMTD Cabinet Secretary

The records of the Taxation and Revenue Department reflect that the Partner is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 01-404589-00-3

By: _____

Date: _____

Taxation and Revenue Department

EXHIBIT A PROJECT AWARD SCHEDULE CITY OF HOBBS					
	Goal 1	Goal 2	Goal 3	Goal 4	Goal 5
End Littering					
Clean-up Supplies	\$5,000.00				
Improve Recycling					
Beautify Communities					
Empower Youth					
Increase Program Capacity					
Subtotals	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Award	\$5,000.00				

<i>Suzzy Lawrence</i>	6/3/2020
Approved by: NMTD Tourism Development Division Director	Date



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 15, 2020

SUBJECT: CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH THE BOYS AND GIRLS CLUB OF HOBBS

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: June 9, 2020
SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

Previously, the City of Hobbs and The Boys and Girls Club of Hobbs have entered into a Professional Services Agreement since the Club has the technical and professional experience to operate a nine (9) week Summer Program. The Club will also operate, concurrently, a Special Needs program and will hire staff to supervise both of these programs. Previously, the Club has also entered into a contract with Gus Macker for the operation of the Gus Macker 3-on-3 Basketball Tournament during the Hobbs Downtown Slam & Jam, and this agreement funds the contract between the Boys and Girls Club and Gus Macker (\$10,000).

Fiscal Impact:

Reviewed by: 
Finance Department

The term of this agreement is for one (1) year beginning on July 1, 2020 and ending on June 30, 2021. The agreement is to provide funds to operate a full-day summer program at the Club. There is currently \$69,000 in the Parks & Recreation Department's Professional Services FY21 budget (01-0330-42601) to fund this agreement. A payment of \$17,250 will be on the following dates upon receipt of an invoice from The Boys and Girls Club of Hobbs: October 1, 2020, January 1, 2021, April 1, 2021, and June 1, 2021.

Attachments: Copy of Professional Services Agreement

Legal Review:

Approved As To Form:


City Attorney

Recommendation:

Staff recommends approval of a Professional Services Agreement with The Boys and Girls Club of Hobbs in the amount of \$69,000.

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. _____

PROFESSIONAL SERVICES AGREEMENT
CITY OF HOBBS – BOYS AND GIRLS CLUB OF HOBBS, INC.

FY 2020-2021

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

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

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

NOW THEREFORE, the City of Hobbs (hereinafter referred to as "City") and Boys and Girls Club of Hobbs, Inc., (hereinafter referred to as "Contractor") and hereby do agree as follows:

1.0 SCOPE OF SERVICES

1.1 CONTRACTOR will provide the following services:

CONTRACTOR will operate a 9-week summer recreation program for 6 to 12-year-olds, and shall perform the necessary services toward promoting these activities in the community, and such services shall include, but not be limited to, the following:

1.1.1 Provide a facility to operate a 9-week summer recreation program to run Monday through Friday, with an agenda that includes recreational, educational, personal improvement and cultural activities.

1.1.2 Serve in the capacity as being the designated site to accommodate special needs participants during the regular 9-week program hours kept by the facility.

1.1.3 Hire and maintain a minimum of at least eight (8) additional employees to serve as staff for the day program. For the special needs program, an additional employee shall have a background and working knowledge of special need participants and work in the capacity of the special needs participant supervisor during the hours of operation. Additional employees shall also be designated as employees to work with special needs participants as attendance warrants. Staff for all programs arising under this agreement shall be employees of CONTRACTOR and shall not be employees of CITY and are not entitled to any City of Hobbs benefits, including, but not limited to, insurance, leave, worker's compensation,

and/or retirement.

CONTRACTOR will provide the following services in addition to those above:

1.1.4 Provide and obtain Licensing Agreement for the Gus Macker Basketball Tournament. Provide additional staff for the Gus Macker Basketball Tournament to consist of: one (1) Head Buster (referee); and scorekeepers as attendance warrants.

1.1.5 Design and placement of news releases and advertising in the appropriate media, naming CITY as co-sponsor. All advertising shall be reviewed and approved by CITY prior to submission to the media.

1.1.6 Provide reasonable assistance to CITY staff with special summer program activities such as July 4th, on which date at least four (4) of CONTRACTOR's summer staff will be required to assist. During the Gus Macker Basketball Tournament an adequate number of scorekeepers will be provided.

1.1.7 Maintain daily records of activities and the number of participants in the program and submit weekly reports to CITY by Monday of the week following the reporting period. In addition, a final report at the conclusion of the summer programs shall be submitted to CITY. Any incidents of serious nature, as determined by the CONTRACTOR, shall be immediately reported to CITY.

1.1.8 Perform such other related services as mutually agreed upon by both parties and requiring no additional cost as anticipated by the scope of this Agreement including a final written evaluation of the total program.

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

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

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

2.0 COMPENSATION

2.1 City shall pay CONTRACTOR a total sum not to exceed SIXTY-NINE THOUSAND DOLLARS (\$69,000) for services rendered under this Agreement. The aforesaid amount shall be paid in quarterly installments of \$17,250.00, payable at the end of each quarter after the services contracted for are actually rendered. The first such payment shall be due on or after October 1, 2020; the second shall be due on or after January 1, 2021; the third payment on or after April 1,

2021; and the last payment on or after June 1, 2021. CONTRACTOR shall submit invoices to the City of Hobbs ten (10) days prior to payment dates and shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Shelly Raulston.

2.2 As an express condition to payment outlined in Section 2.1 above, CONTRACTOR shall submit written quarterly reports ten (10) days prior to the following anticipated payment dates: October 1, 2020; January 1, 2021; April 1, 2021; and June 1, 2021. The reports shall include an overview of the services CONTRACTOR provided pursuant to the agreement during the previous quarter. Quarterly reports shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Doug McDaniel. Failure to submit quarterly reports may delay payment under this Agreement.

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

2.4 In the event CONTRACTOR does not, for any reason, perform any of the services outlined in Section 1.0 above, City may withhold final payment under the terms of the Agreement, in the amount commensurate with the service not provided not to exceed \$10,000.00.

3.0 TERM AND TERMINATION

3.1 This Agreement for services is to cover City's fiscal year, beginning July 1, 2020, and ending June 30, 2021. CONTRACTOR shall not be entitled to future contracts or other funding in future fiscal years by virtue of entering into this Agreement.

3.2 This Agreement may be terminated, for any reason, by either party with thirty (30) days advanced written notice to the other. In the event of termination, City shall submit payment, for all services rendered up to the final date outlined in the written notice. Partial performance in a given quarter shall not entitle CONTRACTOR to full payment of the quarterly installment outlined in Section 2.1 herein.

4.0 INSURANCE

4.1 CONTRACTOR shall provide the City of Hobbs with a Certificate of Insurance naming the City of Hobbs as an additional insured on all general and/or professional liability, automobile liability, and workers' compensation insurance policies. Said policies shall be primary and shall be required as set out herein:

General Liability as follows: Premises, operations, products, completed operations and contractual liability. The limits of liability shall be no less than \$1,000,000.00 combined single limits for bodily injury and property damage.

Workers' Compensation is required along with State statutory employer's liability limits

regardless of the number of employees.

5.0 MISCELLANEOUS PROVISIONS

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

5.2 CONTRACTOR represents and warrants that the information given to City in support of its request for funding is true and correct; further, that its staff is competent to render the services which are the subject of this Agreement, and finally, that there is no other provider in Lea County of the kind of services contemplated by this Agreement.

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

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

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

5.6 This Agreement shall be construed pursuant to the laws of the State of New Mexico. The parties represent that the requirements of the New Mexico Procurement Code have been met as a prerequisite for entering into this Agreement. They further agree that any changes or modifications to this Agreement suggested or required by any supervising state entity, such as the New Mexico Attorney General's office or the New Mexico Department of Finance and Administration, shall be made in order to fully comply with the law as such agencies might interpret and define it to the parties.

5.7 If CONTRACTOR obtains an audit or other type of financial review of its affairs, then City shall receive a copy of same. This provision does not otherwise obligate CONTRACTOR to secure such services. City shall be entitled to a detailed current income/expense statement upon written request.

5.8 CONTRACTOR shall provide accounting services to assure accurate statements of income and expense and make that information available to the City of Hobbs at regularly agreed intervals.

5.9 This is a professional services contract and neither City nor CONTRACTOR may assign this Agreement, or any interest herein, without prior written approval of the other.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this
____ day of _____, 2020.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By: _____
SAM D. COBB, Mayor

By: _____
JAN FLETCHER, City Clerk

By: _____
TOBY SPEARS, Finance Director

ATTEST:

BOYS AND GIRLS CLUB OF HOBBS, INC.

By: _____
Executive Director

By: _____
Board President

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

EFREN A. CORTEZ, City Attorney

DISCUSSION



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 15, 2020

SUBJECT: ADOPTION OF AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF HOBBS, NEW MEXICO MULTIFAMILY HOUSING REVENUE BONDS, IN ONE OR MORE TAX-EXEMPT OR TAXABLE SERIES (FOUR SEASONS APARTMENTS) IN AN AMOUNT NOT TO EXCEED \$10,000,000 (THE "BONDS")

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: June 8, 2020
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: Authorizing the issuance and sale of the City of Hobbs, New Mexico multifamily housing revenue bonds, in one or more tax-exempt or taxable series (Four Seasons Apartments) in an amount not to exceed \$10,000,000 (the "BONDS") for the purposes of (i) providing funds for the rehabilitation, improvement and equipping of a 80-unit multifamily housing project located in the City of Hobbs, Lea County, New Mexico and known as the Four Seasons Apartments (the "PROJECT"), (ii) funding required reserve funds and (iii) paying the costs of issuing the bonds; authorizing the execution and delivery of an indenture, a lease agreement, a regulatory agreement, the bonds, and other documents in connection with the issuance of the bonds and the project; making certain determinations and findings relating to the bonds and the project; providing that the City shall not be pledging its faith and credit to the payment of the bonds or incurring any pecuniary liability in connection with the bonds; ratifying certain actions taken previously; and repealing all actions inconsistent with this ordinance.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The City is not pledging its faith and credit to the payment of the principal of or the interest on the Bonds.

Attachments: Ordinance for Adoption.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Consider approval of the Adoption of the Bond Ordinance.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

THE CITY OF HOBBS, NEW MEXICO
ORDINANCE NO. 1124

AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF HOBBS, NEW MEXICO MULTIFAMILY HOUSING REVENUE BONDS, IN ONE OR MORE TAX-EXEMPT SERIES (FOUR SEASONS APARTMENTS) IN AN AMOUNT NOT TO EXCEED \$10,000,000 (THE "BONDS") FOR THE PURPOSES OF (i) PROVIDING FUNDS FOR THE REHABILITATION, IMPROVEMENT AND EQUIPPING OF A 80-UNIT MULTIFAMILY HOUSING PROJECT LOCATED IN THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO AND KNOWN AS THE FOUR SEASONS APARTMENTS (THE "PROJECT"), AND (ii) PAYING THE COSTS OF ISSUING THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A FINANCING AGREEMENT, A LEASE AGREEMENT, A REGULATORY AGREEMENT, THE BONDS, A BOND PURCHASE AGREEMENT AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE PROJECT; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS AND THE PROJECT; PROVIDING THAT THE CITY SHALL NOT BE PLEDGING ITS FAITH AND CREDIT TO THE PAYMENT OF THE BONDS OR INCURRING ANY PECUNIARY LIABILITY IN CONNECTION WITH THE BONDS; DELEGATING AUTHORITY TO MAKE CERTAIN DETERMINATIONS CONCERNING THE TERMS OF THE BONDS PURSUANT TO SECTION 6-14-10.2, NMSA 1978; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

WHEREAS, the City of Hobbs, New Mexico (the "City") is a legally and regularly created, established, organized and existing city under the general laws of the State of New Mexico (the "State"); and

WHEREAS, the City is authorized by the Revenue Bond Act, Sections 3-31-1 through 3-31-12, NMSA 1978, as amended and the Municipal Housing Law Act, Section 3-45-1 through 3-45-25, NMSA 1978, as amended (collectively, the "Act"), to issue bonds for the purposes provided in the Act; and

WHEREAS, the City has determined that it is in the best interests of the City and its inhabitants to issue its Multifamily Housing Revenue Bonds (Pass-Through-Four Seasons Apartments), Series 2020, in one or more tax-exempt series as may be established in the Indenture, as defined below, in the aggregate principal amount not to exceed \$10,000,000 (the "Bonds") for the purposes of (a) rehabilitating the Four Season Apartments, consisting of 80-units of multifamily housing located at 2405 North Jefferson Street, Hobbs, NM 88240, to be leased to Four Seasons Partners, LLLP, a New Mexico limited liability limited partnership (the "Developer"), to be rented to persons of low and moderate income (the "Project") and (b) paying certain expenses incurred in connection with the issuance of the Bonds. It is intended by the City that the interest on the Bonds be tax-exempt; and

WHEREAS, there has been published in the *Hobbs News-Sun*, a newspaper of general circulation in the City, public notice of the City's intention to adopt this Ordinance, which notice contained certain information concerning the purpose, location and size of the Project and the amount of the Bonds to be issued to finance the Project, which notice was published at least fourteen (14) days prior to final action upon this Ordinance; and

WHEREAS, the Bonds will be issued by the City pursuant to the Act and in accordance with the terms of a Trust Indenture dated as of July 1, 2020 (the "Indenture") by and between the City and Wilmington Trust, National Association, as Trustee (the "Trustee"); and

WHEREAS, RBC Capital Markets, Inc. (the "Underwriter") has offered to purchase all the Bonds at a purchase price to be established in the Indenture and the Final Terms Certificate, as defined below; and

WHEREAS, the City is not pledging its faith and credit to the payment of the principal of or the interest on the Bonds; and

WHEREAS, the City is a municipal corporation having a commission-manager form of government duly organized and existing under the laws of the State. The Bonds shall not be the general obligation of the City within the meaning of Article 9, Sections 12 and 13 of the Constitution of the State. The Bonds shall be payable solely out of the revenue derived from the Project, including amounts received under the Financing Agreement as defined below. The Bonds shall never constitute an indebtedness of the City within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to pecuniary liability of the City or a charge against its general credit or taxing power; and

WHEREAS, all required authorizations, consents or approvals of any state, governmental body, agency or authority in connection with the authorization, execution and delivery of the Bonds that are required to have been obtained by the date hereof have been obtained and that will be required to be obtained prior to the date of the issuance of the Bonds will have been obtained by such date; and

WHEREAS, the following documents have been prepared in connection with the issuance of the Bonds and have been reviewed by Bond Counsel and Issuer's Counsel:

- (a) the Indenture;
- (b) the Financing Agreement by and among the City, the Trustee, the Developer and Regions Bank, dated as of July 1, 2020 (the "Financing Agreement");
- (c) Lease Agreement by and among the City and the Developer dated as of July 1, 2020 (the "Lease Agreement");
- (c) Tax Regulatory Agreement by and among the City, the Developer and the Trustee dated as of July 1, 2020 relating to the Project (the "Regulatory Agreement");
- (d) Notice of Intent to Adopt Bond Ordinance published by the City on May 29, 2020;

(e) Bond Purchase Agreement by and among the Underwriter, the City and the Developer (the "Bond Purchase Agreement"); and

(f) Preliminary Official Statement.

WHEREAS, there is on deposit with the City Clerk the proposed form of Indenture, Financing Agreement, Lease Agreement, Regulatory Agreement, Bond Purchase Agreement and Preliminary Official Statement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOBBS, NEW MEXICO:

Section 1. Approval and Execution of Indenture; Appointment of Trustee, Bond Registrar and Paying Agent. The Indenture, substantially in the form presented herewith, with such changes, insertions, deletions and modifications as may be approved by the Mayor or Mayor Pro Tem of the City and as may be recommended by Bond Counsel and the Issuer's Counsel is hereby ratified and approved. All such changes, insertions, deletions and modifications shall be deemed to have been approved by the City upon execution and delivery of the Indenture, such execution and delivery to be conclusive evidence of such approval. Wilmington Trust, National Association is hereby appointed the Trustee, Registrar and Paying Agent with respect to the Bonds. The Mayor or Mayor Pro Tem of the City is authorized to execute the Indenture on behalf of the City.

Section 2. Authorization of the Bonds. The City hereby authorizes and approves the issuance of the Bonds for the purposes of rehabilitating and improving the Project and leasing the Project to the Developer, paying accrued interest on the Bonds and paying the costs of issuance of the Bonds, including, but not limited to, the reimbursement of certain costs incurred by the Developer prior to the adoption of this Ordinance. The Bonds shall be issued under the terms and conditions of the Indenture and a Final Terms Certificate to be executed by Mayor, Mayor Pro Tem or City Manager (the "Final Terms Certificate"). The Bonds shall be signed by or bear the facsimile signature of the Mayor, or the Mayor Pro Tem, of the City and the City Treasurer or City Clerk or a Deputy City Treasurer or Deputy City Clerk. The purchase price, principal amounts, maturity dates, interest rates, special, optional and mandatory redemption provisions and other final terms of the Bonds shall be as approved by the Final Terms Certificate, and as set forth in the Indenture and Bond Purchase Agreement. The Mayor, Mayor Pro Tem and City Manager are each hereby authorized to determine the final terms of the Bonds as permitted by Section 6-14-10.2, NMSA 1978, and to execute the Final Terms Certificate in conformance with the parameters of this Ordinance. The maximum principal amount of the Bonds shall not exceed \$10,000,000. The maximum net effective interest rate on the Bonds shall not exceed 10% per annum. The Bonds may mature in serial or term maturities with the last such maturity no later than July 1, 2070. The Bonds shall not be sold for less than 97% of par.

Section 3. Approval and Execution of Financing Agreement. The Financing Agreement, substantially in the form presented herewith, is hereby ratified and approved. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Financing Agreement on behalf of the City in substantially the form presented herewith, with such changes, insertions, deletions and modifications as may be approved by the Mayor or Mayor Pro

Tem of the City and as may be recommended by Bond Counsel and Issuer's Counsel. All such changes, insertions, deletions and modifications shall be deemed to have been approved by the City upon execution and delivery of the Financing Agreement, such execution and delivery to be conclusive evidence of such approval.

Section 4. Approval and Execution of Lease Agreement. The Lease Agreement, substantially in the form presented herewith, is hereby ratified and approved. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver the Lease Agreement on behalf of the City in substantially the form presented herewith, with such changes, insertions, deletions and modifications as may be approved by the Mayor or Mayor Pro Tem of the City and as may be recommended by Bond Counsel and Issuer's Counsel. All such changes, insertions, deletions and modifications shall be deemed to have been approved by the City upon execution and delivery of the Lease Agreement, such execution and delivery to be conclusive evidence of such approval.

Section 5. Approval and Execution of Regulatory Agreement. The Regulatory Agreement is approved and ratified and the Mayor or Mayor Pro Tem of the City is authorized to execute the Regulatory Agreement with such changes, insertions, deletions and modifications as may be approved by the Mayor or Mayor Pro Tem of the City and as may be recommended by Bond Counsel and Issuer's Counsel. All such changes, insertions, deletions and modifications shall be deemed to have been approved by the City upon execution and delivery of the Regulatory Agreement, such execution and delivery to be conclusive evidence of such approval.

Section 6. TEFRA Approval. The City Commission hereby approves the financing of the Project with the proceeds of the Bonds. It is the purpose and intent of the City Commission that this Ordinance constitute approval of the issuance of the Bonds by the City for the purposes of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is to be located, in accordance with said Section 147(f) of the Code. However, neither the City nor its staff have reviewed or considered the financial feasibility of the Project or the expected operation of the Project with regard to any State of New Mexico statutory requirements.

Section 7. Bond Purchase Agreement and Award of Bonds. The Bond Purchase Agreement, substantially in the form presented herewith, with such changes, insertions, deletions and modifications as may be approved by the Mayor or Mayor Pro Tem of the City and as may be recommended by Bond Counsel and the Issuer's Counsel is hereby ratified and approved. All such changes, insertions, deletions and modifications shall be deemed to have been approved by the City upon execution and delivery of the Bond Purchase Agreement, such execution and delivery to be conclusive evidence of such approval. The Underwriter is hereby appointed the underwriter with respect to the Bonds. The Mayor or Mayor Pro Tem of the City is authorized to execute the Bond Purchase Agreement on behalf of the City.

Section 8. Preliminary Official Statement. The City Commission has examined and considered the Preliminary Official Statement prepared by the Underwriter and counsel for the Underwriter. The City Commission hereby ratifies the distribution of the Preliminary Official Statement, authorizes the distribution of the final Official Statement by the Underwriter in connection with the offering and sale of the Bonds substantially in the form provided to the City

in connection with this Ordinance. The Preliminary Official Statement is hereby deemed final as of its date, within the meaning of the Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the “**Rule**”) (except for certain omissions permitted by the Rule).

Section 9. General Authorization. The Commission hereby authorizes, empowers and directs each of the officers (including the Commission officers) and employees of the City, and its counsel, to carry out or cause to be carried out, and to perform, such obligations of the City and such other actions as they, in consultation with Bond Counsel, Issuer’s Counsel and advisors to the City in connection with the issuance, sale and delivery by the City of the Bonds, shall consider necessary or advisable in connection with this Ordinance, including, but not limited to, preparation and execution of the Indenture, the Financing Agreement, the Lease Agreement, the Regulatory Agreement, the Bond Purchase Agreement and such other documents deemed necessary, and the issuance, sale and delivery of the Bonds, including, without limitation, arrangements with financial printers, rating agencies and The Depository Trust Company.

Section 10. Severability. If any one or more provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, any such provision shall be deemed separable from the remaining provisions hereby and the invalidity or unenforceability thereof shall in no way affect the validity or the enforceability of the other provisions of this Ordinance.

Section 11. No Recourse and Liability. All covenants, stipulations, obligations and agreements of the City contained in this Ordinance, and in the documents hereby approved and authorized for execution, shall be deemed to be the covenants, stipulations, obligations and agreements of the City, and all such covenants, stipulations, obligations and agreements shall be binding upon the City, and, except as otherwise provided in this Ordinance and such documents, all rights, powers and privileges conferred, and duties and liabilities imposed, upon the City by the provisions of this Ordinance, and in the documents hereby approved and authorized for execution, shall be exercised or performed by the Commission, provided that no covenant, stipulation, obligation or agreement herein contained or contained in any document hereby approved and authorized for execution shall be deemed to be a covenant, stipulation, obligation or agreement of any commissioner, officer or employee of the City in his or her individual capacity, and neither the members of the Commission nor any officials executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Nothing contained in this Ordinance, the Financing Agreement, the Bond Purchase Agreement, the Lease Agreement, the Regulatory Agreement, the Indenture, or any other instrument shall be construed as obligating the City, except to the extent provided in the Lease Agreement, the Regulatory Agreement, the Financing Agreement, the Bond Purchase Agreement and the Indenture, or as incurring a pecuniary liability or a charge upon the general credit of the City or against its taxing power, nor shall the breach of any agreement contained in this Ordinance, the Indenture, the Lease Agreement, the Regulatory Agreement, the Financing Agreement, the Bond Regulatory Agreement or any other instrument impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power, the City having no power to pay out of its general funds, or otherwise contribute any part of the costs of acquiring the Project, any part of the cost of operating any part of the Project or any part of the costs of administering,

defending or otherwise acting or failing to act with respect to the Project or the business or in any manner except as lessor thereof. THE BONDS SHALL NOT BE THE GENERAL OBLIGATION OF THE CITY WITHIN THE MEANING OF ARTICLE 9, SECTIONS 12 AND 13 OF THE CONSTITUTION OF THE STATE. THE BONDS SHALL BE PAYABLE SOLELY OUT OF THE REVENUE DERIVED FROM THE PROJECT, INCLUDING AMOUNTS RECEIVED UNDER THE FINANCING AGREEMENT, AND THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER.

Section 12. Ordinance Irrepealable. After the Bonds are issued, this Ordinance shall be and remain irrepealable until the Bonds and the interest thereon shall be fully paid, canceled and discharged, as provided in the Indenture, or there has been a defeasance as provided in the Indenture.

Section 13. Repealer Clause. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 14. Property Tax Exemption. In connection with the issuance of the Bonds, the City shall acquire legal title to the real property on which the Project is located. The City is hereby authorized to accept such transfer of title to such property. Pursuant to the Act, the real property on which the Project is located shall be exempt from taxation until a deed conveying the real property to a nonexempt entity is executed and delivered by the City. The Lease Agreement shall contain provisions relating to payments in lieu of taxes (“PILOT”) or the City and the Developer shall enter into a PILOT agreement pursuant to which the Developer shall agree to pay a portion of the property taxes that would become due on the real property on which the Project is located if the Developer held legal title to such property. The City is hereby authorized to execute and deliver such PILOT agreement.

Section 15. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of ordinances of the City kept for that purpose, authenticated by the signatures of the Mayor or Mayor Pro Tem of the Commission and City Clerk or a Deputy City Clerk, and the title and general summary of the subject matter contained in this Ordinance shall be published in a newspaper that maintains an office and is of general circulation in the City, or posted in accordance with law, and this Ordinance shall be in full force and effect five days thereafter, in accordance with law.

Section 16. Execution of Documents. The Mayor, City Clerk, or City Attorney, (or any officer of the City authorized to act in the capacity of the Mayor, City Clerk, or City Attorney,) are hereby authorized and directed punctually to execute such instruments, certificates and documents as may be necessary and appropriate and to do all acts and things required therein by the terms, covenants, provisions and agreements of this Resolution, the Bonds, the Ordinance, and the Bond Purchase Agreement.

Section 17. Dating Mechanics. All references herein to July 1, 2020 are for convenience of references only. All documents referenced herein to be dated as of July 1, 2020 shall be dated as of the first of the month in which the closing of the Bonds occur.

[Signature Page to Follow]

PASSED AND ADOPTED: June 15, 2020.

CITY COMMISSION OF THE CITY OF
HOBBS, NEW MEXICO

By _____
SAM D. COBB, Mayor

ATTEST:

[SEAL]

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 15, 2020

SUBJECT: A Resolution Extending the Professional Services Agreement with Rockwind Grill, LLC, as Assigned by Pacific Rim, Inc., for Management and Operation of Rockwind Restaurant and Catering Service

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: June 9, 2020
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary:

On June 17, 2019, the City of Hobbs entered into a professional services agreement with Pacific Rim, Inc., for restaurant, food, beverage and catering services at Rockwind Community Links Golf Course in Hobbs, New Mexico. The Agreement was subsequently assigned by Pacific Rim, Inc. to Rockwind Grill, LLC, with the consent of the City. The term was for one year with the option of three one-year renewals. The original term of the agreement is set to expire on June 30, 2020. City staff and Rockwind Grill, LLC seek to enter into the first one-year extension to the original term of the professional services agreement so as to provide continuity of services to the citizens of Hobbs at Rockwind Community Links Golf Course.

Fiscal Impact:

The City will be paid \$1,000.00 per month and 5% of gross sales as documented in the monthly gross receipts tax filings for the extended service period. The City will be entitled to sponsor up to three major events each year and will be entitled to 80% of the net income after Rockwind Grill, LLC's pre-approved expenses for each major event.

Reviewed By: 
Finance Department

Attachments:

Proposed Resolution; Proposed Letter Agreement; 2019 Professional Services Agreement

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

The Commission should consider approving the Resolution.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6945

A RESOLUTION EXTENDING THE PROFESSIONAL SERVICES AGREEMENT WITH ROCKWIND GRILL, LLC AS ASSIGNED BY PACIFIC RIM, INC. FOR MANAGEMENT AND OPERATION OF ROCKWIND RESTAURANT AND CATERING SERVICE

WHEREAS, on June 17, 2019, the City of Hobbs and Pacific Rim, Inc. entered into a Professional Services Agreement regarding restaurant, food, beverage and catering services at Rockwind Community Links Golf Course; and

WHEREAS, the Professional Services Agreement was subsequently assigned by Pacific Rim, Inc., to Rockwind Grill, LLC, with the consent of the City of Hobbs; and

WHEREAS, the original one-year term is set to expire June 30, 2020, and the Agreement allows for the renewal of the Agreement for up to three (3) one-year extensions with the mutual written consent of the parties; and

WHEREAS, the parties seek to provide continuity of restaurant, food, beverage and catering services at Rockwind Community Links Golf Course and wish to exercise the first one-year extension under the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the first one-year extension of the original term of the Professional Services Agreement between the City of Hobbs and Rockwind Grill, LLC, as assigned by Pacific Rim, Inc., is approved and that the Mayor shall be authorized to execute all necessary documents to accomplish the same.

PASSED, ADOPTED AND APPROVED this 15th day of June, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY ATTORNEY'S OFFICE

200 East Broadway
Hobbs, New Mexico 88240

575-397-9226
575-391-7876 fax

June 15, 2020

Mr. Jaw Yue
President
Rockwind Grill, LLC
5031 N. Carriage Road
Hobbs, NM 88240

VIA E-MAIL ONLY

Re: 1st Extension of Professional Services Agreement

Dear Mr. Yue:

As you are aware, the City of Hobbs and Rockwind Grill, LLC, entered into a 1st Assignment of Professional Services Agreement regarding restaurant, food, beverage and catering services at Rockwind Community Links Golf Course. Additionally, the Professional Services Agreement ("Agreement") was originally executed with Pacific Rim, Inc. on June 17, 2019, and subsequently, Pacific Rim, Inc. assigned that Agreement to Rockwind Grill, LLC. The original term of the Agreement in question is set to expire on June 30, 2020, and is attached hereto and incorporated herein as "Exhibit 1."

The Hobbs City Commission ("Commission") has approved a one-year extension of the Agreement pursuant to Section 2.0(2) Term & Termination which states in pertinent part:

"This Agreement may be renewed for three (3) one-year extensions with the mutual written consent of the parties. Mutual written consent to renew this Agreement must be executed prior to expiration of the current one-year term."

For clarity, the City of Hobbs is seeking your concurrence in extending the term of the current Agreement for another year until June 30, 2021, under the same terms as the original Agreement. In short, all remaining provisions of the Agreement shall be in full force and effect during the term of this extension – from July 1, 2020, to June 30, 2021. The parties to this extension understand all rights, responsibilities, and obligations associated with the Agreement. Importantly, by signing this letter agreement the parties agree that aside from the change in term, the remaining provisions shall remain unchanged.

By execution of this letter agreement of extension, the parties agree to be bound, by all terms and conditions contained in this written document as well as all terms and conditions contained in the underlying Agreement (see "Exhibit 1"). Furthermore, it is understood that pursuant to Section 11.0(8) of the Agreement, "Any modifications to this Agreement must be in writing and approved by Resolution of the Hobbs City Commission." As such, this extension will only be

valid upon execution of the resolution on the matter passed and adopted by the Hobbs City Commission on June 15, 2020, and execution by all parties of this letter agreement.

If you have any questions please feel free to contact me at the number listed above. Thank you in advance for your time and patience regarding the matter.

Respectfully,



Efren A. Cortez
City Attorney

APPROVAL AS TO FORM AND ACCEPTANCE OF TERMS:

Rockwind Grill, LLC

Jaw Yue
President

City of Hobbs

Sam D. Cobb
Mayor

enclosures: as stated

PROFESSIONAL SERVICES AGREEMENT

CITY OF HOBBS – PACIFIC RIM, INC

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

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

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

WHEREAS, on March 6, 2019, the City of Hobbs issued a Request for Qualifications for providing restaurant, food, beverage and catering services at Rockwind Community Links Golf Course. Pacific Rim, Inc. ("Rim") was determined the best qualified proposer; and

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

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

1.0 SCOPE OF SERVICES

1. City hereby engages Rim to act as the sole and exclusive manager and operator of Rockwind restaurant and catering services, which will be the exclusive provider of food and beverage for Rockwind, subject to and as more fully described in this Agreement, and, in connection with, to perform the services described in Exhibit "1", attached hereto.
2. Rim hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement.
3. Lease of Liquor License: The parties acknowledge that City has procured and maintains a governmental liquor license pursuant to NMSA 1978, §69-6A-101. City shall lease to Rim, as part of this Agreement, the liquor license, to be used exclusively for the operation of the Rockwind facility. Rim agrees to designate a qualified employee to serve as the designated representative to meet the requirements for issuance and maintenance of the license. Rim agrees all activities by Rim associated with the operation of the license shall



strictly conform to New Mexico law and regulations of the New Mexico Alcohol and Gaming Division of the New Mexico Regulation and Licensing Department. Rim shall ensure it receives approval from Alcohol and Gaming to act as Lessee under City's Municipal Liquor License. All income and proceeds from alcohol sales shall be considered revenue in determining gross sales under this Agreement. City shall implement the administrative modification for Rim to become City's Lessee and the City shall pay the administrative fees associated with the modification.

2.0 TERM & TERMINATION

1. This Agreement, shall commence on July 1, 2019, and pursuant to NMSA 1978, §13-1-150(B), shall be for one (1) year, subject to termination as described herein.
2. This Agreement may be renewed for three (3) one-year extensions with the mutual written consent of the parties. Mutual written consent to renew this Agreement must be executed prior to expiration of the current one-year term. This Agreement shall be construed so as to provide for a continuity of services for the benefit of the general public. In the event all extensions are exhausted as contemplated herein, Rim shall continue to provide services under this Agreement until such time as a new agreement is executed, or a new manager and operator occupies the restaurant at Rockwind pursuant to a professional services agreement, whichever is earlier.
3. If the parties mutually agree to terminate this Agreement, or if the contract expires, the parties shall work together to transition the subsequent manager and operator, however, termination shall not occur less than 120 days after the parties enter a written agreement to terminate. Unless specifically objected to by City, Rim shall continue to provide services until such time as a subsequent manager and operator occupies the restaurant at Rockwind. If the parties mutually agree to terminate this Agreement, City reserves the right to issue a Request for Qualifications for providing restaurant, food, beverage and catering services at Rockwind during the transition time contemplated herein.
4. Either party may terminate, for cause, upon thirty days written notice, if the other party fails to perform or comply with any of the material terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty day notification period. Such notification shall be in writing subject to paragraph 11.0(6) herein. If this Agreement is terminated for cause following a thirty days written notice and subsequent failure to cure, City and Rim may agree in writing to provide for continuity of services, until such time as a Request for Qualifications for providing restaurant, food, beverage and catering services at Rockwind can be issued and awarded. In the alternative, City reserves the right to proceed without restaurant, food, beverage and catering services until such time as an award to a subsequent manager and operator is made.
5. Upon conclusion of this Agreement for any of the reasons outlined above and transfer of occupancy of the restaurant to a subsequent manager and operator, Rim shall (i) promptly discontinue the performances of all services hereunder, (ii) deliver or otherwise make available to City all data, electronic files, documents, procedures, reports, estimates,

summaries, and other such information and materials with respect to the facility as may have been accumulated by Rim in performing its obligations hereunder, whether complete or in progress, and (iii) assign to City, or at the City's discretion the subsequent manager and operator, all contracts or leases entered into by Rim in furtherance of its duties hereunder, who shall accept such contracts and perform all obligations thereunder following the expiration or termination date. This does not include any proprietary information of Rim including recipes, menus, intellectual property or other such material.

6. In addition to any other cause for termination, "cause" shall exist to terminate this Agreement in the event Rim exhibits deficient performance as further outlined in Section 3.0, and fails to cure the same within the thirty-day notice period outlined in subsection 4 above.
7. The remedies described in this Section 2.0 shall be in addition to any other remedies the parties may be entitled to, either by virtue of the terms of this Agreement, at law or in equity, as a result of a breach or termination of this Agreement.

3.0 EVALUATION OF PERFORMANCE

1. City, through the City Manager or his/her designee, shall conduct quarterly, or at a frequency deemed necessary by City Manager, performance evaluations of the performance of The Rim at Rockwind. City also reserves the right to conduct periodic evaluations following any event. The performance evaluations shall be conducted in a manner determined as most effective for City. The performance evaluations shall be designed to ensure the general public is receiving the best possible service from The Rim at Rockwind.
2. The Rim shall be entitled to and the City shall provide the performance evaluation criteria so that The Rim may meet the standards and expectations of City in rendering service to the general public. However, The Rim shall not be entitled to prior notice of any performance evaluations.
3. In the event The Rim's performance is found deficient, City shall provide The Rim with a thirty-day notice which shall state the deficiencies in The Rim's performance and shall make an affirmative statement of the City's intent to terminate the Agreement in the event that The Rim does not cure said deficiencies as outlined in Section 2.0(6) herein.
4. City, at its sole discretion, shall make the initial determination as to whether or not the deficiency is cured. City shall be reasonable in all determinations regarding satisfaction of deficient performance, and it will be based on specific performance related criteria.
5. The Rim shall timely address all complaints regarding their performance – whether from City or members of the general public. The Rim shall timely inform the City in writing of the resolution of each complaint.
6. All records discussed herein shall constitute "public records" subject to inspection pursuant to NMSA 1978, §14-2-1, et seq.

7. In the event there exists a dispute as to whether The Rim has met the performance criteria, the City and The Rim shall enter into negotiations, the negotiation process should be completed within 30 days. If the dispute has not be resolved by negotiations, then the parties shall proceed to mediation. The City and The Rim shall agree to identify a third party knowledgeable about the food service industry who will act as a Mediator between the parties. The mediation session shall be held within 45 days of the retention of the mediator, and last for at least one full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one party [or the mediator] states that there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation." All reasonable efforts will be made to complete the mediation within 30 days of the first mediation session. If mediation fails the parties may decide to go to trial, go back to mediation, continue negotiations on their own without formal proceedings, or may decide upon a mutual alternate resolution.

4.0 COMPENSATION

1. The Rim shall pay City \$1,000.00 per month, plus 5% of its gross sales on or before the 25th day of the following month (gross sales is determined by the monthly New Mexico Taxation and Revenue CRS Report). The Rim shall provide documentation of the 5% gross sales payment as determined by the CRS Report.
2. Gross sales shall include all income received by The Rim pursuant to its responsibilities under this Agreement, including, but not limited to, restaurant, bar and catering income, including income from tournaments, meetings, banquets, parties or weddings held at Rockwind.
3. City is entitled, but not obligated, to sponsor up to three "major events" each year and shall be entitled to 80% of the net income, which means the income after expenses are deducted, from The Rim's sales for each event after deduction of The Rim's prior City approved expenses for each event. As used herein, "major event" means any concert, exhibition, live performance, or event outside of non-professional golf tournaments and non-professional golf events.
4. City shall be entitled to conduct periodic audits of all monthly gross sales of The Rim at Rockwind, upon reasonable notice to The Rim and during The Rim's ordinary business hours. All audits required by City shall be at City's expense. The Rim shall cooperate with City in said audits.

5.0 OWNERSHIP/USE OF FACILITY

1. The equipment displays, fixtures and similar property materials and any improvements made during the term, not specifically designated as to be provided by The Rim in Exhibit "1" herein shall at all times be owned by City. City shall provide equipment at restaurant as set forth in Exhibit "2" which shall at all times be owned by City. All designated equipment shall remain in the care and custody of the owner designated in Exhibits 1 and 2 upon termination or expiration of this Agreement.
2. City hereby gives The Rim the right and license to use facility, and The Rim accepts such right of use, for the sole purpose of performing the services herein specified, including the operation and maintenance of the restaurant dining room, kitchen, outdoor covered patio (subject to scheduling and prior approval of Rockwind General Manager) and any storage approved by Rockwind General Manager.
3. City shall assign to The Rim, at no cost, parking spaces sufficient for all of The Rim's management staff. All other Rim employees shall park in the designated public parking spaces. The Rim staff shall not park in any of the drop off or pick up areas at Rockwind. Rockwind General Manager has final authority over all parking issues.
4. Any and all scheduling of events outside of the restaurant, including the outdoor patio, shall be coordinated through the Rockwind General Manager and use by The Rim is subject to Rockwind General Manager approval.
5. In the event The Rim utilizes any portion of the facility it shall be responsible for cleaning and maintaining that portion of the facility immediately following its use.
6. The Rim shall be responsible for the maintenance and service of all grease traps on a regular basis.
7. Repair of Equipment: The party who has ownership of each individual piece of equipment shall be responsible for all repairs and any necessary replacement of the same. In the event The Rim makes emergency expenditures for maintenance or repair of any City owned pieces of equipment, the City will cause The Rim to be reimbursed for any such expenses reasonably incurred.

6.0 PERSONNEL

1. All Rim staff and employees shall be engaged or hired by The Rim and shall be employees of The Rim and not City. The Rim shall select, in its sole discretion, the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment/termination, relating to such personnel. The Rim agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. City agrees that The Rim shall be entitled to pay its employees, as an operating expense, bonuses and benefits in

accordance with The Rim's current employee manual or as a reasonable amount for the locale.

2. The Rim shall employ sufficient number and qualified employees to perform all of its obligations under this Agreement. Additionally, The Rim shall ensure that all events, including but not limited to golf tournaments, are adequately staffed so as to meet the needs of the general public.
3. The Rim agrees to abide by all state and federal rules, regulations and statutes pertaining to equal opportunity employment issues. In accordance with these laws and regulations, The Rim agrees to assure that no person shall, on the basis of race, color, natural origin, sex, age, handicap or medical condition, be discriminated against in regards to its personnel.

7.0 TAXES, ASSESSMENTS, GOVERNMENTAL FEES

1. The Rim agrees to pay all New Mexico Gross Receipts Tax, Federal and State Income Taxes and all required wage withholding taxes for its employees, and all alcohol related taxes. City shall not be responsible for any of the aforementioned taxes and assessments.
2. The Rim agrees to pay all assessments and/or other required governmental licensing fees they may be required to pay pursuant to state and federal regulations. City shall not be responsible for any of the aforementioned assessments and governmental licensing fees.

8.0 FISCAL RESPONSIBILITY / REPORTING

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

9.0 INDEMNIFICATION

1. The Rim agrees to defend, indemnify and hold harmless City, its commissioners, elected officials and employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorney fees even if City utilizes in-house counsel) liabilities, or damages (collectively, "Losses") suffered by such parties, arising out of or in connection with any (a) negligent act or omission, or intentional misconduct, on the part of The Rim or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by The Rim of any of its representations, covenants or agreements made herein; except to the extent such Losses arise out of or relate to City's negligence, intentional misconduct, or failure to comply with the terms of this Agreement.
2. City agrees to indemnify The Rim only to such extent as allowed by New Mexico law, including any negligence or intentional tortious conduct on the part of the City or its employees may be responsible for.
3. With respect to each separate matter brought by any third party against which a party hereto ("Indemnitee") is indemnified by the other party ("Indemnitor") under this paragraph 9.0, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may at its option participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may at its option assume control of such defense or resolution, if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other's prior written consent (which shall not be unreasonably withheld or delayed) . In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter to which any indemnification may be sought hereunder, upon receiving notice of such matter, Indemnitee shall promptly (and in no event more than 20 days after any third party litigation is commenced assessing such claim) give reasonable detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.
4. The obligations of the parties contained in this paragraph 9.0 shall survive the termination or expiration of this Agreement.

10.0 INSURANCE

1. The Rim agrees to maintain insurance in the manner and amounts as set forth in Exhibit "3", attached hereto, and shall provide to City promptly following the effective date a certificate of insurance evidencing such coverage. The insurance contemplated herein shall list City as an additional insured and shall be primary. The Rim shall maintain such

referenced insurance coverage at all times during the term of this Agreement and shall not make any material modifications or changes to the coverage without the prior written consent of City. Each policy shall include a requirement that the insurer provide to City at least thirty days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of such insurance shall be an operating expense.

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

11.0 Miscellaneous

1. Except as required by the New Mexico Inspection of Public Records Act, and any other statutory provision of the laws of the State of New Mexico, as same now read, or may be modified in the future, this Agreement and its terms, conditions provisions and contents, shall be kept strictly confidential and shall not be disclosed by either party hereto to any persons, except to such party's employees, attorneys, accountants, financial advisors and advertising agencies who have a need to know such information, except in the case of a proceeding surrounding a dispute under this Agreement or as may otherwise be required by court order or applicable law, in which case such disclosure shall be conditioned on all reasonable steps being taken to maintain the confidentiality of the economic terms of this Agreement (unless applicable laws requires disclosure of such terms).
2. The Rim shall have the right to use throughout the term of this Agreement, without restriction and without charge, the name and all logos of the facility, on The Rim's stationary, in its advertising of the facility, and whenever conducting the business of the facility; provided that The Rim shall take all prudent and appropriate measures to protect the intellectual property rights of City and its logos. All intellectual property rights in any facility logos developed by City shall be and at all times remain the sole and exclusive property of City. The Rim agrees to execute any documentation requested by City from time to time to establish, protect or convey any such intellectual property rights.
3. City agrees that in all advertisements placed by City for the facility or events at the facility, whether such advertisements are in print, on radio, television, the internet or otherwise, it may include a designation that the facility is operated by The Rim.
4. Except as provided herein, neither party shall be obligated to perform, and neither party shall be deemed to be in default of its performances, if prevented by occurrences outside its reasonable control, including without limitation: (a) fire, earthquake, hurricane, wind, tornado, flood, act of God, riot, or civil commotion occurring at the facility; or (b) any law rule or ordinance, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, or governmental law and regulation; or (c) labor dispute which results in a strike or work stoppage, affecting the facility or services described in this Agreement. Notwithstanding the foregoing, a

party's failure to make payments due hereunder shall not be considered to be a force majeure.

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

If to City:

City of Hobbs
City Manager
200 E. Broadway
Hobbs, NM 88240

If to The Rim:

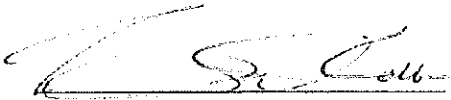
Pacific Rim, Inc.
Jaw Yue
5031 N. Carriage Rd.
Hobbs, NM 88240

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

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

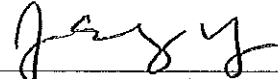
CITY OF HOBBS

PACIFIC RIM, INC.



By: SAM D. COBB, Mayor

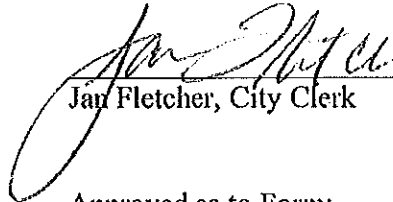
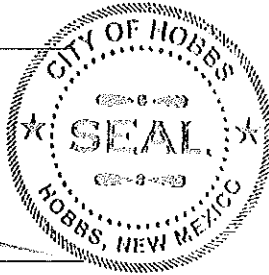
Date: 6-17-19



By: Jaw Yue, President

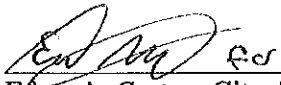
Date: 7-9-19'

Attest:



Jan Fletcher, City Clerk

Approved as to Form:



Efrén A. Cortez, City Attorney

EXHIBIT 1

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

1. Adequate qualified staff to operate all aspects of its responsibilities herein, including, but not limited to, the restaurant, catering, bar and beverage cart(s), and service at all tournaments;
2. Full service menus and hours of operation including breakfast, lunch and dinner;
3. Full service bar;
4. Food service and catering for meetings, banquets, parties and weddings at Rockwind;
5. Staffing of beverage cart(s), restaurant, and bar during peak play and tournaments;
6. Day-to-day custodial services and basic maintenance of restaurant, catering and dining facilities;
7. Supplies, food, beverages and materials for the operation of services and programs;
8. Plates, silverware, eating utensils, cooking utensils, pots, pans, glass ware, napkins, condiment containers, warming equipment, and all smallware item(s) required to operate the restaurant and catering business under this Agreement ;
9. All removable small appliances;
10. Point of sale (POS) electronic equipment, including all software and hardware;
11. Cook line equipment including convection oven, salamander, keg system, dishwasher rental, general assorted kitchen ware, assorted shelves, smallwares (as set forth in paragraph 8 herein), assorted equipment (food pro blenders etc.), medium and assorted prep tables.
12. All dining room furnishings, décor, and design service to restaurant over \$40,000.00.

EXHIBIT 2

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

1. Charbroiler; (Replaced and Paid for by The Rim)
2. Griddle (flattop); (Replaced and Paid for by The Rim)
3. Fryer; (Replaced and Paid for by The Rim)
4. Equipment table;
5. 4 burner stove top;
6. Prep table and freezer;
7. Sandwich table with cooler;
8. Walk-in cooler;
9. Dish table with sink;
10. Dish table clean side;
11. Dish sink trap;
12. Hand sink (2);
13. Reach-in freezer;
14. Ice unit;
15. Glass cooler;
16. Beer cooler; (2, one of which is currently out of order)
17. 3-comp sink (2);
18. All dining room furnishings, décor, and design services to restaurant under \$40,000.00.

Equipment purchased by The Rim due to necessity for operations:

1. Large Stand Alone Oven
2. Double Glass Door Reach In Refrigerator
3. Single Glass Door Reach In Refrigerator
4. Sandwich Unit with Refrigerator
5. Stand Alone Food Warmer
6. Chest Freezer
7. Small Ice Maker
8. Prep Table with Wooden Counter

EXHIBIT 3

Insurance Requirements (Minimum)

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

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

3. Workers Compensation:
 - Statutory Coverage



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 15, 2020

SUBJECT: A Resolution Authorizing FY 20-21 Funding Appropriations For Economic Development And Marketing Entities

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: June 9, 2020
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary:

This Resolution appropriates funding to the Economic Development Corporation of Lea County for operations and special projects (\$250,000), the Hobbs Chamber of Commerce (\$75,000), and the Hobbs Hispano Chamber of Commerce (\$64,000) for FY 20-21. If approved, the City of Hobbs will execute a Professional Services Agreement with each entity that will outline the contractual obligations of each party for the fiscal year.

Fiscal Impact:

The funding has been approved in the 2020-21 budget.

Reviewed By: _____


Finance Department

Attachments:

Proposed Resolution

Legal Review:

Approved As To Form: _____


City Attorney

Recommendation:

The Commission should consider approving the Resolution.

Approved For Submittal By:

Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Approved _____

Denied _____

Other _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 6946

A RESOLUTION AUTHORIZING FY 20-21 FUNDING APPROPRIATIONS
FOR ECONOMIC DEVELOPMENT AND MARKETING ENTITIES

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that FY 20-21 funding appropriations are approved for economic development and marketing of Hobbs in the following amounts:

	Amount Requested	Amount Approved
Economic Development Corporation		
Operating	\$ 200,000.00	\$ 200,000.00
Special Project	\$ 50,000.00	\$ 50,000.00
Hobbs Chamber of Commerce	\$ 75,000.00	\$ 75,000.00
Hobbs Hispano Chamber of Commerce	\$ 64,000.00	\$ 64,000.00

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

PASSED, ADOPTED AND APPROVED this 15th day of June, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 15, 2020

SUBJECT: AWARD BID 1580-20 for 2020 TANDEM DUMP TRUCK (12 YARD)
DEPT. OF ORIGIN: General Services
DATE SUBMITTED: 06-09-2020
SUBMITTED BY: Shelia Baker, General Services Director

Summary:

Bids were opened at 2:00 PM on Monday, June 8, 2020 for Bid No. 1580-20 for a Tandem 12 Yard Dump Truck. This will replace Unit No. 1231, 12 yard Dump Truck that has a blown engine. Unit 1231 was put in service in 2009, has 100,000 miles and repairs totaling \$45,000 to date.

The City of Hobbs Street Dept. provides services that require hauling of material utilizing dump trucks to do so. This includes alley material, cold mix, millings, soil, sweepings, tree trimmings and debris. Special projects for dump trucks are: communitywide cleanup, hauling soil to cemetery and hauling tree limbs for POSD.

An advertisement for Bid 1580-20 was placed in the local newspaper. There were 13 plan holders and three bids were received.

Company	Total Bid Price	Delivery Time
Watson Truck and Supply 1 st bid	\$126,372.67	90-120 days
LoneStar Truck Group	\$160,140.00	120 days
Watson Truck and Supply 2 nd bid *non-responsive		

Staff identified the need for the replacement unit and funds were approved in FY20 BAR #2. The City went out to bid to obtain the specified unit at the best price.

It is the recommendation of the General Services Dept. to award Bid No. 1580-20 to Watson Truck and Supply in the amount of \$126,372.67.

Fiscal Impact:

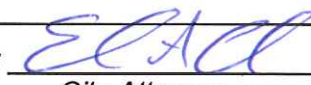
Reviewed By: 
Finance Department

Estimated Purchase Amount: \$126,372.67
Budget Number: 010423-43006
FY20 Budget Amount: \$124,938.00
Requires a budget reclassification of \$1,434.67 from 010423-44901-00148 to 010423-43006

Attachments:

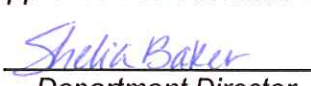
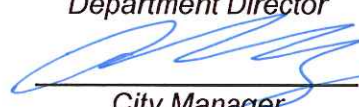
Bid Document

Legal Review:

Approved As To Form: 
City Attorney

Recommendation: Award Bid 1580-20 to Watson Truck and Supply

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. _____

INVITATION TO BID

FURNISH (1) – 2020 TANDEM DUMP TRUCK (12 YARD)

Date: June 5, 2020

TO: The City of Hobbs, New Mexico

Bid of: Watson Truck & Supply, Inc. ;

A) A Corporation under the laws of the State of New Mexico ; or

B) A partnership consisting of _____ ; or

C) An individual trading as _____.

The undersigned bidder, pursuant to the foregoing "Notice to Bidders", has carefully examined the instructions to Bidders, this bid form and the Detailed Specifications.

L2057087152
Resident Preference
Certification Number

Watson Truck & Supply, Inc
Company Name

R. Finn Smith

BY: _____

R. Finn Smith
Type or Print Name

1501 N. Grimes
Address

575-397-2411
Telephone Number

Hobbs NM 88240
City State Zip

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

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

If applicable - bidder acknowledges receipt of the following AMENDMENT(S):

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

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

FURNISH (1) – 2020 TANDEM DUMP TRUCK (12 YARD)

Bid of Watson Truck & Supply, Inc Bidders to furnish the following.
Company Name

Recommended delivery time 90 days after notification of award

Vendor delivery time 90-120 days after notification of award.

ITEM NO.	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	Tandem Dump Truck	\$ <u>126,372.67</u>	\$ <u>126,372.67</u>
		TOTALS	\$ <u>126,372.67</u>	

BID NO. 1580-20

"Exceptions and/or Alternatives to Specifications and Conditions"

2021 Model

Allison 3000 RDS Transmission

Rear Tires (8) Load Range 16 Ply Goodyear Endurance LHD

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, who 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: Watson Truck & Supply, Inc

Relation to Prospective Contractor: Constituent

Name of Applicable Public Official: Sam Cobb, Mayor of Hobbs, NM

Date Contribution(s) Made: January 22, 2020

Amount(s) of Contribution(s) \$250

Nature of Contribution(s) Cash Contribution

Purpose of Contribution(s) Campaign Contribution

(Attach extra pages if necessary)


Signature

June 5, 2020
Date

President
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 \$3M 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 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 Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"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 unaward of the procurement involved if the statements are proven to be incorrect.

NON-COLLUSION AFFIDAVIT

STATE OF New Mexico)

City OF Hobbs)

R Finn Smith(name) being first duly sworn, deposes and says that he/she is (title)President

of (organization) Watson Truck & Supply, Inc

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

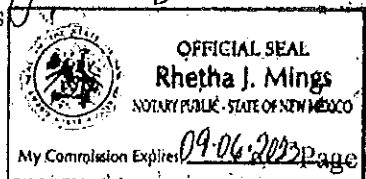
By: R. Finn Smith

Title: President

SUBSCRIBED and sworn to before me this 5th day of June, 2020

Notary Public: Rhetha J. Mings

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? NO

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

R. Finn Smith Date 6-5-20

(Print Name and Title): R. Finn Smith, President



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: Watson Truck & Supply, Inc.

Signature R. Finn Smith

Print Name R. Finn Smith, President

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CBIZ Insurance Services, Inc. 3300 North A Street Suite 1100 Midland, TX 79705	CONTACT NAME: Cortney Reed PHONE (A/C, No, Ext): 806-418-4815 FAX (A/C, No): 888-325-6803 E-MAIL ADDRESS: cShankle@CBIZstoltz.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Co.</td> <td>16535</td> </tr> <tr> <td>INSURER B : AXIS Surplus Insurance Co.</td> <td>26620</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Co.	16535	INSURER B : AXIS Surplus Insurance Co.	26620	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER F :														
INSURED Watson Truck & Supply, Inc. 1501 North Grimes Hobbs, NM 88240														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO375747004	07/01/2019	07/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			GP038173004	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P00100016999701	07/01/2019	07/01/2020	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC038172904	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Hobbs Finance Director, 200 E. Broadway St. Hobbs, NM 88240	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Mark A. Stalte</i>
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STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE


Issued to: WATSON TRUCK & SUPPLY INC

DBA: WATSON TRUCK & SUPPLY INC
PO BOX 10
HOBBS, NM 88241-0010

Expires: 19-Dec-2021

Certificate Number:

L2057087152



John Monforte, Acting Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



HV607 SBA

Sales Proposal For:

CITY OF HOBBS

Presented By:

WATSON T & SUPPLY INC

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Factory List Prices:		
Product Items	\$152,498.00	
Service Items	\$8,964.00	
Total Factory List Price Including Options:		\$161,462.00
Freight	\$2,350.00	
Total Freight:		\$2,350.00
Total Factory List Price Including Freight:		\$163,812.00
Less Customer Allowance:		(\$57,021.31)
Total Vehicle Price:		\$106,790.69
Total Body/Allied Equipment:		\$19,581.98
Total Sale Price:		\$126,372.67
Total Per Vehicle Sales Price:		\$126,372.67
Net Sales Price:		\$126,372.67

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Prepared For:
CITY OF HOBBS
SHEILA BAKER
300 N. TURNER
HOBBS, NM 88240-
(505)397 - 9239
Reference ID: N/A

Presented By:
WATSON T & SUPPLY INC
Brad Hawkins
1501 N GRIMES
HOBBS NM 88240 -
(575)397-2411

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2021 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 62000. Calc. GVWR: 62000 Calc. Start / Grade Ability: 16.07% / 1.71% @ 55 MPH Calc. Geared Speed: 84.2 MPH
DIMENSION:	Wheelbase: 191.00, CA: 123.90, Axle to Frame: 61.00
ENGINE, DIESEL:	{Cummins L9 350} EPA 2017, 350HP @ 2000 RPM, 1150 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Dana Spicer I-160W} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor RT-46-160} Single Reduction, 46,000-lb Capacity, 200 Wheel Ends Gear Ratio: 4.89
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 425/65R22.5 Load Range L G296 MSA (GOODYEAR), 468 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range G ENDURANCE LHD (GOODYEAR), 493 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
PAINT:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV60700	Base Chassis, Model HV607 SBA with 191.00 Wheelbase, 123.90 CA, and 61.00 Axle to Frame.
1586	TOW LOOP, FRONT
1AND	AXLE CONFIGURATION {Navistar} 6x4
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CGE	FRAME RAILS Heat Treated Alloy Steel (125,000 PSI Yield); 11.25" x 4.00" x 0.500" (285.75mm x 101.6mm x 12.7mm); 480.8" (12212mm) Maximum OAL
1LMX	BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty
1WGX	WHEELBASE RANGE 169" (430cm) Through and Including 219" (555cm)
2AEU	AXLE, FRONT NON-DRIVING {Dana Spicer I-160W} Wide Track, I-Beam Type, 16,000-lb Capacity
3ACP	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 16,000-lb Capacity, Less Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4193	BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 SqIn Long Stroke Brake Chambers
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	<u>Notes</u> : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq. In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VGN	AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes

<u>Code</u>	<u>Description</u>
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BEV	AFTERTREATMENT COVER Steel, Black
7BKS	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger
7WBA	TAIL PIPE (1) Turnback Type, Bright
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel
7WBU	EXHAUST HEIGHT 11' 6"
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment <u>Includes</u> : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8GXD	ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, with Remote Sense
8HAA	BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket
8MSG	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPB	RADIO, AUXILIARY CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect
8RPT	RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input
8THB	BACK-UP ALARM Electric, 102 dBA
8VAY	HORN, ELECTRIC Disc Style
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab
8WNH	RUNNING LIGHT (2) Daytime
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

<u>Code</u>	<u>Description</u>
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XHX	SWITCH, MARKER INTERRUPT for Marker Lights and Headlights, Located in Steering Wheel
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HBM	GRILLE Stationary, Chrome
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10WWP	MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension, for Tire Size 425/445
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12EHW	ENGINE, DIESEL {Cummins L9 350} EPA 2017, 350HP @ 2000 RPM, 1150 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 350 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon
12UWY	RADIATOR Cross Flow, Series System; 1228 SqIn Aluminum Radiator Core and 1167 SqIn Charge Air Cooler
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBB	AIR CLEANER Dual Element
12VHJ	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2020
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations

<u>Code</u>	<u>Description</u>
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls, with Ignition Switch Control, for Cummins ISB/B6.7 and ISL/L9 Engines
13AVR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WAW	OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type
13WDT	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, 3 Speed S1 Secondary Shift Schedule for 5 or 6 Speed
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), General Purpose Trucks, Construction, Package Number 223
13WWW	NEUTRAL AT STOP OMIT
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14GRD	AXLE, REAR, TANDEM {Meritor RT-46-160} Single Reduction, 46,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 4.89
14UHK	SUSPENSION, REAR, TANDEM {Hendrickson RT-463} Walking Beam, 46,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Bronze Center Bushings
14WAL	SUSPENSION/REAR-AXLE IDENTITY for Meritor Tandem Rear Axles with Bar-Pin Beam Attachment Type Suspensions
15DZV	FUEL TANK (2) Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L) Left Side; 70 US Gal (265L) Right Side; Total Capacity 120 US Gal (454L), Mounted Left Side Under Cab and Right Side Back of Cab
15LMR	FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor
15LMU	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 8" Back of Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16HCS	GAUGE, TEMPERATURE, AMBIENT Sensor Wiring with Display Unit Mounted in Cluster
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNV	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust
16SMM	SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Cloth
16SNL	MIRRORS (2) C-Loop, Black Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16VKB	CAB INTERIOR TRIM Classic, for Day Cab

<u>Code</u>	<u>Description</u>
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16WSK	CAB REAR SUSPENSION Air Bag Type
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DUN	WHEELS, FRONT {Accuride 29807} DISC; 22.5x12.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Offset 5.37"
28DTJ	WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint
7372138135	(8) TIRE, REAR 11R22.5 Load Range G ENDURANCE LHD (GOODYEAR), 493 rev/mile, 75 MPH, Drive
7752668113	(2) TIRE, FRONT 425/65R22.5 Load Range L G296 MSA (GOODYEAR), 468 rev/mile, 68 MPH, All-Position

Services Section:

40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
40TMV	SRV CONTRACT, EXT CMMS ENGINE {Cummins} To 60-Month/250,000 Miles (400,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1
40TVV	SRV CONTRACT, EXT ALLISON XMSN {Allison} To 60-Month/Unlimited Miles/km, for Allison 3000 RDS with Dump Truck or Mixer Vocations (ST01, ST06, ST07)
1	Davis Trailer Dump Bed with Lights
2	Parts & Service Manuals
3	Spare Wheels & Tire Fire Ext. First Aid Kit

LIMITED WARRANTY FOR HV MODELS

HV507 & HV607

*Effective with vehicles built July 01, 2017 or later

BASIC VEHICLE

Navistar, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or ReNEWed® parts, based on the Component Coverages below. Exceptions are listed below:

BASIC VEHICLE COVERAGE	Months	Miles/Km (000)
Basic Vehicle Warranty (See exceptions listed below)	12	Unlimited
Towing (First 90 days see below) (Vehicle Down Situations Only) (See exceptions listed below)	3	Unlimited
Note: Items not listed in warranty exceptions follow base warranty.		
WARRANTY EXCEPTIONS		
CHASSIS COVERAGE	Months	Miles/Km (000)
Frame side rails	84	Unlimited
Cab/cowl structure	60	Unlimited
Cab/cowl perforation corrosion	60	Unlimited
DRIVETRAIN COVERAGE	Months	Miles/Km (000)
Spicer axles, Propeller shaft, Eaton clutch, ITC Transmission	24	Unlimited
Eaton/Fuller Transmission	24	Unlimited
Meritor Axles	24	Unlimited
MISCELLANEOUS COVERAGE	Months	Miles/Km (000)
Batteries	12	Unlimited
Brightwork, Chassis Paint and Corrosion (other than Cab)	6	Unlimited
Hood/Cab Paint	12	Unlimited
FIRST 90 DAYS FROM DELIVERY TO USER (DTU)		
Correction of loose fasteners, squeaks, rattles and unusual noises. Towing (unless specific coverage is stated above). Adjustments and Maintenance (such as air headights, adjust brakes/clutch, adjust steering system, check and fill coolant levels).		

WHAT IS NOT INCLUDED UNDER BASIC COVERAGE Components/Items

- Components warranted by their respective manufacturers (such as, non-International® brand engines, tires, Allison Transmissions, lubricants, etc.)
- Bodies, equipment, and accessories installed by other than authorized International® Truck employees at International® Truck manufacturing plants
- Front and rear axle alignment
- Front & Rear axle coverage excludes brakes, wheel ends, axle shafts, controls & attachments.

Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, fire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension.

Other

- Vehicles sold and/or operated outside the United States and Canada
- This exception does not apply to vehicles that meet current USA EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the U.S.D.O.T to operate in long-haul, cross border transportation and the vehicle is only operated in the United States, Canada, and Mexico
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc

OBTAINING SERVICE

Return this vehicle to any International Truck Dealer authorized to service this model vehicle and engine.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck Dealer for name and address change information.

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU to purchase an extended warranty on the unit. For extended warranty purchases between 181 and 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company, and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and they may also have other legal rights which may vary by state or province.

Revised 4/1/2019

Telematics Data Disclosure

Your new Navistar vehicle is automatically equipped with Telematics. Navistar, Inc. or its affiliates will collect and send diagnostic and system data from your vehicle and use it for various purposes as further set forth in our Privacy Policy, posted at www.oncommandconnection.com, such as improving uptime for your vehicle, improving our vehicles in the future and reducing warranty events. By accepting this Limited Warranty, you consent to our collection and use of data from your vehicle as set forth at www.oncommandconnection.com on behalf of yourself and any vehicle operators and passengers. Your use and access to any related data subscription service from Navistar, Inc. or its affiliates, such as OnCommandConnection, are subject to additional Terms of Service. You will receive additional information follow purchase regarding any such subscriptions as well as your ability to opt-out of data collection.

RECORD OF OWNERSHIP

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

Customer Signature _____	Date _____
Owner's Address _____	City _____ State/Prov _____ Postal Code _____
Truck Model _____	Vehicle Identification Number _____
Engine Number _____	Engine Serial Number _____
Date Delivered to User (DTU) _____	Odometer Reading at Delivery _____

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new International® vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 15, 2020

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

DEPT. OF ORIGIN: Recreation

DATE SUBMITTED: June 9, 2020

SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

With the opening of Rockwind Community Links, one of the goals was to engage the youth of Hobbs, Lea County, southeast New Mexico and west Texas in the game of golf by offering various junior golf instructional programs, clinics and camps. The First Tee Program teaches valuable life lessons using the game of golf, and the City of Hobbs has funded the First Tee Program at Rockwind Community Links for the previous five years, The most recent agreement was renewed in June 2019 with a term of one year, and the option for three additional one year terms. However, as per the agreement all renewals must be done by Resolution.

The Professional Services Agreement includes new language that gives the City of Hobbs the ability to audit First Tee program finances. It also prohibits the City of Hobbs acting as a trustee for funds generated by the First Tee and prohibits City of Hobbs staff being issued credit cards assigned to the First Tee program.

The partnership with Life Skills Fore Youth Of The Pecos has afforded local youth golfers to participate in the nationally renowned, First Tee Program. The First Tee's Nine Core Values, Nine Healthy Habits and Code of Conduct continue to have a positive impact on all that participate in this program at Rockwind Community Links, at the Boys and Girls Clubs and in the Hobbs Municipal Schools. By renewing this agreement, Rockwind Community Links will continue to be officially designated as a, "The First Tee of Southeastern New Mexico Program Location" and will receive all considerations normally associated with First Tee Program locations as described in the attached agreement.

The City of Hobbs will also provide a maximum of two (2) fundraising golf events per year to benefit The First Tee program.

Fiscal Impact

Reviewed by:



Finance Department

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

Attachments: Resolution, Copy of the Professional Services Agreement, Copy of Related Party Disclosure Form

Legal Review:

Approved As To Form:



City Attorney

Recommendation:

Staff recommends that the Commission consider approving a Resolution to renew the Professional Services Agreement for the operation of the First Tee Program at Rockwind Community Links for FY 21, July 1 2020 through June 30, 2021, at a cost of \$109,560.

Approved For Submittal By:



Department Director



City Manager

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

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

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

CITY OF HOBBS

RESOLUTION NO. 6947

A RESOLUTION EXTENDING THE PROFESSIONAL SERVICES AGREEMENT WITH LIFE SKILLS FORE YOUTH OF THE PECOS FOR OPERATION OF THE FIRST TEE PROGRAM AT ROCKWIND COMMUNITY LINKS

WHEREAS, on June 03, 2019, the City of Hobbs and Life Skills Fore Youth of the Pecos entered into a Professional Services Agreement for operation of the First Tee Program at Rockwind Community Links; and

WHEREAS, the original one-year term is set to expire June 30, 2020, and the Agreement allows for the renewal of the Agreement for up to three (3) one-year extensions with the mutual agreement of the parties; and

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

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

PASSED, ADOPTED AND APPROVED this 15th day of June, 2020.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

PROFESSIONAL SERVICES AGREEMENT

CITY OF HOBBS – LIFE SKILLS FORE YOUTH OF THE PECOS

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

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

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

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

1.0 SCOPE OF SERVICES

1.1 Life Skills will provide the following services:

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

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

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

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

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

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

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

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

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

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

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

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

2.0 CITY'S CONTRIBUTION

2.1 The City of Hobbs shall pay Life Skills a sum not to exceed ONE HUNDRED AND NINE THOUSAND, FIVE HUNDRED AND SIXTY DOLLARS (\$109,560). The aforesaid amount shall be paid in quarterly installments of \$27,390, payable at the end of each quarter after the services contracted for are actually rendered. The first such payment shall be due on or after October 1, 2019; the second shall be due on or after January 1, 2020; the third payment on or after April 1, 2020; and the last payment on or after June 1, 2020. Life Skills shall submit invoices to the City of Hobbs ten (10) days prior to payment dates and shall be sent to City of Hobbs, 200 E. Broadway, Hobbs, NM 88240 Attn: Shelly Raulston.

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

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

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

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

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

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

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

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

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

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

3.0 INSURANCE

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

4.0 TERM

The duration of this agreement will be for one year from the date of signatures below with the option to renew, by mutual agreement between the City and Life Skills for three additional one year terms. All options must be renewed by Resolution. With mutual agreement between the parties, either party may terminate this agreement by giving notice at least 120 days prior to the end of any one-year term.

5.0 LOGO USAGE

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

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

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

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

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

6.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

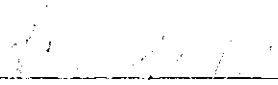
6.12 The City will not act as a trustee for any funds or revenues generated by Life Skills to include sponsorship fees, tournament/green fees, or any other revenue. Said revenue will be collected and retained by Life Skills staff without exception.

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

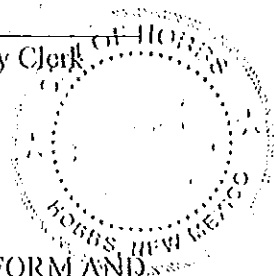
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2019.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO



JAN FLETCHER, City Clerk



By: _____
SAM D. COBB, Mayor

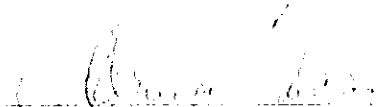
MANNY GOMEZ, Acting City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

EREN CORTEZ, City Attorney

ATTEST:

LIFE SKILLS FOR YOUTH OF THE PECOS

By: 

ADRIENNE FIELDS, Executive Director
The First Tee of Southeastern New Mexico



RELATED PARTY DISCLOSURE FORM - 2020

(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, 2020 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, 2020 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?

No

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

Adrienne Fields

Date 6-9-2020

(Print Name and Title):

Adrienne Fields

EXECUTIVE DIRECTOR