

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

R. Finn Smith – District 1
Christopher R. Mills – District 2
Larron B. Fields – District 3
Joseph D. Calderón – District 4
Dwayne Penick – District 5
Don R. Gerth – District 6

City Manager

Manny Gomez

June 21, 2021



Hobbs City Commission

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

Monday, June 21, 2021 – 6:00 p.m.

Sam D. Cobb, Mayor

R. Finn Smith
Commissioner – District 1

Christopher R. Mills
Commissioner – District 2

Larron B. Fields
Commissioner – District 3

Joseph D. Calderon
Commissioner – District 4

Dwayne Penick
Commissioner – District 5

Don R. Gerth
Commissioner – District 6

Regular in-person meetings have now resumed in the Hobbs City Commission Chamber. Members of the public are asked to wear a face mask and follow social distancing guidelines. The public is invited to address public comments to the Commission in person at the meeting or submit written comments prior to the meeting. Written comments should be submitted no later than 4:30 p.m. on June 21, 2021, addressed via email to the City Clerk at jfletcher@hobbsnm.org or faxed to (575) 397-9334.

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 7, 2021, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

2. Recognition of City Employees - Milestone Service Awards for the Month of June, 2021 (*Manny Gomez, City Manager*)
 - 5 years – Mary Puccio, Senior Center
 - 5 years – Lloyd Cochran, Hobbs Fire Department
 - 5 years – Melody Maldonado, Library
 - 10 years – Luis Mora, Parks Department
 - 15 years – Joseph Vasquez, Hobbs Fire Department

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 COVID-19, public comment may be submitted in person or in writing. Written comments should be submitted to the City Clerk at [**jfletcher@hobbsnm.org**](mailto:jfletcher@hobbsnm.org) or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, June 21, 2021.

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. 7059 – Authorizing the City Manager’s Litigation Authority (*Efren Cortez, City Attorney*)
4. Consideration of Approval of a Professional Services Agreement with Friends of the Hobbs Public Library, Inc. (*Sandy Farrell, Library Director*)

DISCUSSION

None

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

5. Resolution No. 7060 – Authorizing FY 21-22 Funding Appropriations for Economic Development and Marketing Entities (*Efren Cortez, City Attorney*)
6. Resolution No. 7061 - Authorizing Funding Appropriations to Social Service Agencies for FY 21-22 (*Mayor Sam Cobb*)

7. Resolution No. 7062 – 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*)
8. Resolution No. 7063 - Approving and Adopting the Market Rate Multi-Family and Single Family Unit Production Municipal Infrastructure Reimbursement Incentive Program for FY 21-22 (*Kevin Robinson, Development Director*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

9. Next Meeting Date:
 - City Commission
Regular Meeting – ***Tuesday, July 6, 2021, at 6:00 p.m.***
(*Moved due to the July 4th Holiday observed on July 5, 2021*)

ADJOURNMENT

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9200 at least 72 hours prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 21, 2021

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: June 15, 2021
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- Regular Commission Meeting of June 7, 2021

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 7, 2021, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico. This meeting was also 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 meeting to order at 6:00 p.m. and welcomed everyone in attendance to the meeting and everyone viewing though Livestream. The City Clerk called the roll and the following answered present:

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

Absent: Commissioner Don Gerth

Also present: Manny Gomez, City Manager
Efren Cortez, City Attorney
Barry Young, Deputy Fire Chief
John Ortolano, Police Chief
Doug McDaniel, Recreation Director
Nicholas Goulet, Human Resources Director
Tracy South, Assistant Human Resources Director
Deborah Corral, Assistant Finance Director
Todd Randall, City Engineer
Kevin Robinson, Development Director
Bryan Wagner, Parks & Open Spaces Director
Matt Hughes, Rockwind Community Links Superintendent
Ron Roberts, Information Technology Director
Bobby Arther, Municipal Judge
Shelia Baker, General Services Director
Sandy Farrell, Library Director
Ann Betzen, Risk Manager/Executive Assistant
Sandra Boltshauser, Clérk Record Specialist
Jan Fletcher, City Clerk
4 citizens

Invocation and Pledge of Allegiance

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

Mayor Cobb requested Consent Agenda Item No. 3, Resolution No. 7056 - Authorizing the City Manager's Litigation Authority, be removed from the agenda.

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting held on Monday, May 17, 2021, and the work session on Monday, May 17, 2021, be approved as written. Commissioner Fields seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

There were no Proclamations or Awards of Merit.

Public Comments

Due to COVID-19, public comments may be submitted in person or in writing. Written comments should be submitted to the City Clerk at ifletcher@hobbsnm.org or faxed to (575) 397-9334 no later than 4:30 p.m. on the day of the meeting, June 7, 2021. There were no public comments submitted either in person or in writing.

Consent Agenda

There were no items on the Consent Agenda.

Discussion

There were no items for discussion.

Action Items

Consideration of Approval of RFP No. 523-21 to Furnish Electronic Third Party Billing Services for Emergency Medical Services and Recommendation to Accept the Proposal from Imagetrend

Deputy Fire Chief Barry Young explained RFP No. 523-21 and stated the City of Hobbs solicited proposals to provide electronic third-party billing services for emergency medical services (ambulance billing). He stated the scope of the proposal consisted of, but is not limited to: preparing and submitting accurate and complete insurance claims electronically to include, but is not limited to, Medicare, Medicaid, and any other applicable carriers including both commercial and private insurances; verification and missing information for follow up; prepare and mail invoices to patients responsible for co-pays and/or deductibles, private pay, and uninsured patients; provide the City of Hobbs with reconciled monthly receivables showing beginning balances, charges, adjustments, collections, and ending balances; and provide training to EMS staff and the Finance Department. Deputy Fire Chief Young stated the City of Hobbs advertised in the Hobbs News Sun on February 7, 2021, and posted the proposal on the City website. The City of Hobbs received three proposals. He further stated an evaluation team consisting

of Mr. Michael Prudencio, Hobbs Fire Battalion Chief EMS Coordinator, Ms. Tracy South, Assistant Human Resources Director, and Ms. Debbie Trice, Accounting Operations Analyst, evaluated all proposals and scored Imagetrend as the highest rated proposer. Deputy Fire Chief Young stated it is recommended for the City of Hobbs to enter into a contract with Imagetrend to begin on July 1, 2021. He further stated the commission on collections is scheduled at 5.85% resulting in an estimated cost of \$117,000 plus applicable taxes. If approved, the contract with Imagetrend would be developed and submitted to the Commission at a future meeting for formal approval.

There being no further comment or discussion, Commissioner Calderón moved to approve RFP No. 523-21 to furnish electronic third party billing services for emergency medical services and recommendation to accept the proposal from Imagetrend. Commissioner Mills seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Cobb yes. The motion carried. A copy of the supporting documentation are attached and made a part of these minutes.

Resolution No. 7057 - Temporarily Waiving the Annual Liquor License Renewal Fee for FY 21-22 for Liquor Licenses Issued Under Chapter 5.44 of the Hobbs Municipal Code

Ms. Jan Fletcher, City Clerk, explained the resolution and stated Senate Bill 2 was enacted in the 2021 New Mexico Legislative Session to waive the State's next annual renewal fee for licenses issued pursuant to the Liquor Control Act. She further stated in an effort to remain business friendly and afford some relief to the restaurant and bar industry which was severely impacted by the State's COVID-19 restrictions, the City of Hobbs proposes to temporarily waive the requirements of Chapter 5.44 of the Hobbs Municipal Code and, thus, waive the City's liquor license renewal fee of \$250 for FY 21-22. She added this temporary waiver would expire June 1, 2022, and payment of regular license renewal fees would resume at that time. Ms. Fletcher stated applicants that are applying for a new license or transfer of an existing license would be excluded from this waiver and would be required to pay the administrative fee and license fees as provided in Chapter 5.44. She further stated the City of Hobbs currently has 41 dispenser licenses, 13 restaurant beer and wine licenses, four club licenses, and one small brewer's license for a total of 59 licenses. Ms. Fletcher stated waiver of liquor license renewal fees for FY 21 -22 would result in a reduction of revenue to the General Fund in the amount of \$14,750.

Commissioner Fields stated the waiver of liquor license renewal fees to local businesses is a great gesture.

There being no further comment or discussion, Commissioner Penick moved that Resolution No. 7057 be adopted as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 7058 - Approving a Development Agreement with ALJO, LLC, Concerning the Development of Market Rate Single-Family Housing

Mr. Kevin Robinson, Development Director, stated ALJO, LLC has requested a fifth Development Agreement concerning the development of single family housing units located within the municipal boundaries, more specifically located north/northeast of Coronado Elementary School and Highland Middle School. The developer proposes to produce market rate single family units and is requesting infrastructure incentives of \$100,000.00.

Mr. Alberto Caballero of ALJO, LLC, thanked the Commission for their support. He stated the cost of lumber has brought development to a screeching halt and lowered the amount of homes they can produce to 10. He further commented this incentive will allow him to continue work on sidewalks, streets and curbs.

Mayor Cobb expressed his appreciation for the continued activity of the local developers. He added the supply chain has been greatly affected by the pandemic.

In response to Commissioner Smith's questions, Mr. Caballero stated they can occasionally lock in prices for the development for individual lots. He further stated when building a custom home, the contractors are locked into a contract at a specific price. He stated the price of supplies can change within the three month design phase and builders end up spending more for a project than what they are paid. Mr. Caballero stated the builders are completing the custom homes they have already started regardless of the rising costs.

Commissioner Smith expressed his appreciation to the builder's commitment in finishing the homes regardless of the loss.

Commissioner Penick stated the current market for building supplies offers a very short window for securing prices, usually a week to purchase any supplies needed for a project.

Mayor Cobb agreed and stated even when products are available and ordered, shippers are not guaranteeing the full quantity ordered. He stated he is facing similar issues in the food industry.

There being no further comment or discussion, Commissioner Calderón moved that Resolution No. 7058 be adopted as presented. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Penick yes, Calderón yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

Mayor Cobb stated the date of the next regular Commission Meeting is June 21, 2021, at 6:00 p.m.

Mr. Manny Gomez, City Manager, stated the City was very busy over the weekend. He reported the District 6 Trash Clean Up was held on June 5, 2021. He commended Commissioners Gerth and Penick along with Deputy Fire Chief Young and employees from Hobbs Fire Department B Shift, the Parks and Open Spaces Department and the Recreation Department for the hard work they put in towards cleaning up District 6. Mr. Gomez encouraged everyone to take part in the neighborhood cleanups. He reminded everyone that we can all make a difference. The next cleanup will be held in District 5 on June 26, 2021. Mr. Gomez thanked Ms. Tanya Sanchez, Tourism Development Coordinator, for her assistance in obtaining \$15,000 in grant funds to beautify Hobbs.

Mr. Gomez stated COREFest was held on Saturday, June 5, 2021, to celebrate the three year anniversary of the CORE opening. With a good turnout, he stated there were 292 participants, of which 180 people were existing CORE members. He added 57 people purchased memberships for the CORE on Saturday.

Mr. Gomez stated Rockwind Community Links hosted the Hobbs City Championship over the weekend. He stated there were 46 golfers making it the largest City Championship ever. Mr. Gomez commended Mr. Ben Kirkes, Golf Pro, and Mr. Matt Hughes, Rockwind Community Links Superintendent, for the great job in handling the Championship. He stated in May, 2021, Rockwind Community Links had its largest revenue with 2,500 rounds of golf played.

Mr. Gomez reminded everyone of the groundbreaking ceremony for the new Veterans Memorial Park to be held on Monday, June 14, 2021, at 3:00 p.m.

Commissioner Fields thanked the City Clerk's Office for the card and condolences regarding the recent loss of his sister. He stated he wanted to attend the District 6 Clean Up but had pressing family matters out of town.

Commissioner Calderón stated he has started going door to door in District 4 to visit with constituents about concerns. He thanked Police Chief John Ortolano, Code Enforcement Officer Jessica Silva, Hobbs Police Lieutenant Maria Barrientes and Police Captain Shane Blevins for also going with him on these very hot days.

Commissioner Penick stated he participated in the District 6 Clean Up. He reminded everyone of the groundbreaking for the Veterans Memorial Park on June 14, 2021. Commissioner Penick stated there will be a Flag Rally on Saturday, June 12, 2021, at 5:00 p.m. at Green Meadow Lake. Commissioner Penick encouraged everyone to bring their flags and show their patriotism.

Commissioner Smith commended Mr. Doug McDaniel, Recreation Director, and Mr. Kirkes for their hard work at Rockwind Community Links. He stated the golf course is a great asset to the community. He also thanked Mr. Bryan Wagner, Parks and Open Spaces Director, and Mr. Hughes, for keeping Rockwind Community Links in phenomenal shape. Commissioner Smith expressed his appreciation to City staff who always seem eager to help.

Mayor Cobb acknowledged the recent passing of Ms. Dinora Guthrie, who was the founder and Executive Director of Option, Inc. He stated Ms. Guthrie will be missed and expressed condolences on behalf of the Commission to Ms. Guthrie's family.

Adjournment

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Smith seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Cobb yes. The motion carried. The meeting adjourned at 6:25 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



PROCLAMATIONS

AND

**AWARDS OF
MERIT**

June Milestones 2021

5 years

| | | |
|------------------|---------------|-----------|
| Mary Puccio | Senior Center | 6/06/2016 |
| Lloyd Cochran | HFD | 6/15/2016 |
| Melody Maldonado | Library | 6/27/2016 |

10 years

| | | |
|-----------|-------|-----------|
| Luis Mora | Parks | 6/13/2011 |
|-----------|-------|-----------|

15 years

| | | |
|----------------|-----|-----------|
| Joseph Vasquez | HFD | 6/21/2006 |
|----------------|-----|-----------|



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 21, 2021

SUBJECT: A RESOLUTION AUTHORIZING THE CITY MANAGER'S LITIGATION AUTHORITY FOR FY21-22

DEPT. OF ORIGIN: City Attorney
DATE SUBMITTED: June 15, 2021
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary: This Resolution authorizes the City Manager, with the advice and consent of the Mayor, to make necessary litigation decisions on behalf of the City of Hobbs.

- Pursuant to the City of Hobbs Charter Section 6-2(E), the City Manager is the responsible person for the purposes of civil process.
- The City Manager receives regular briefings regarding claims made against the City of Hobbs and is aware of such claims as well as the risks associated with said claims.
- At various times in any litigation, the City of Hobbs City Attorney's Office requires an authorized agent of the organization, as a representative of the client, to make litigation decisions for the client. These litigation decisions include decisions and authority to settle claims, among other decisions.
- This resolution also requires the City Manager to keep the City Commission apprised of any decisions that have a fiscal impact on the organization.
- This Resolution is valid from July 1, 2021, to June 30, 2022, unless rescinded or replaced.

Fiscal Impact:

Reviewed By: 

Finance Department

There is no direct fiscal impact associated with this Resolution.

Attachments:

Proposed Resolution

Legal Review:

Approved As To Form: 

City Attorney

Recommendation:

The Commission should consider approval of the Resolution.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 7059

A RESOLUTION AUTHORIZING THE CITY MANAGER'S
LITIGATION AUTHORITY FOR FY21-22

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

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

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

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

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

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

the City's procurement policy.

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

BE IT FURTHER RESOLVED that this Resolution shall be valid and enforceable from July 1, 2021, through June 30, 2022 (FY21-22), or unless rescinded or replaced by a subsequent resolution on the same subject prior to June 30, 2022, as contemplated by Article II(2)(C)(2)(b) of Section 2.04.060 of the Hobbs Municipal Code.

PASSED, ADOPTED AND APPROVED this 21st day of June, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 21, 2021


SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH FRIENDS OF THE HOBBS PUBLIC LIBRARY

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: June 15, 2021
SUBMITTED BY: Efren A. Cortez

Summary: This agenda item is an approval of a one-year Agreement between the City of Hobbs and the Friends of the Hobbs Public Library, a non-profit entity that works to benefit the Hobbs Public Library. This Agreement:

- Allows Friends of the Library to maintain a small office space in the Library to sell used books, and house its volunteers.
- Allows Friends of the Library to volunteer and assist Library personnel under the direction of the Library Director.
- Requires Friends of the Library to maintain liability insurance.
- Requires the City to provide all utilities, maintenance and janitorial services.
- Expires June 30, 2022, and the office is subject to space requirements at the Library.

Fiscal Impact:

Reviewed By: 
Finance Department

There is no significant fiscal impact for this Agreement.

Attachments:

Professional Services Agreement.

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

The Commission should consider approval of the Professional Services Agreement.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

PROFESSIONAL SERVICES AGREEMENT
CITY OF HOBBS – FRIENDS OF THE HOBBS PUBLIC LIBRARY

FY 2021-2022

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 Friends of the Hobbs Public Library (hereinafter referred to as "Contractor") and hereby do agree as follows:

1.0 SCOPE OF SERVICES

1.1 CONTRACTOR will provide the following services:

1.1.1 Conduct various service oriented projects that benefit the Hobbs Public Library in consultation with the Library Director;

1.1.2 Contractor may conduct used book sales (the sale of books owned by Friends of the Library) and may provide funds/services to the City to enhance the Library's collection, underwrite special programming and will advocate for the greater use and needs of the City Library.

1.1.3 Contractor may assist Library staff at various times and with various projects under the supervision and direction of the Library Director.

1.1.4 The Library Director shall at all times have oversight and discretion as to the projects and roles Contractor provides to the Hobbs Library.

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. The volunteers of CONTRACTOR are not entitled to any benefit that an employee of the City of Hobbs may be entitled.

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

2.0 SPACE AGREEMENT

2.1 City shall provide Contractor a room (room 10) in which to operate on a year-to-year basis, subject to space requirements of the City Library. No modifications of the space will be made without approval of the Library Director and the General Services Director. City shall provide a sign for said room that will be consistent with the design of the Library. No other sign may be utilized on the walls or door without approval of the Library Director. The door shall be keyed with a lock that may be opened with a master key. The City may have access to the room with a master key at any time. Contractor may utilize the room only during Library hours. City shall provide all utilities, including maintenance and janitorial services.

2.2 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.

3.0 TERM AND TERMINATION

3.1 This Agreement for services is to cover City's fiscal year, beginning July 1, 2021, and ending June 30, 2022. 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.

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 policy shall have an insurance amount of \$1,000,000.00 and shall be primary.

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 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.

5.9 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 _____, 2021.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By: _____
SAM D. COBB, Mayor

By: _____
JAN FLETCHER, City Clerk

By: _____
TOBY SPEARS, Finance Director

By: _____
SANDY FARRELL, Library Dir.

ATTEST:

FRIENDS OF THE LIBRARY

By: _____
Lou Allen, Secretary

By: _____
Kay Hannum, Chairman
P.O. Box 5041
Hobbs, New Mexico 88241

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

EFREN A. CORTEZ, City Attorney



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 21, 2021

SUBJECT: A RESOLUTION AUTHORIZING FY21-22 FUNDING APPROPRIATIONS FOR ECONOMIC DEVELOPMENT MARKETING ENTITIES

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: June 15, 2021
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary: This Resolution appropriates funding to three entities that contribute to economic development and marketing in Hobbs, New Mexico. The three entities and amounts are:

- Economic Development Corporation of Lea County for operations and special projects (\$250,000)
Hobbs Chamber of Commerce (\$75,000)
Hobbs Hispano Chamber of Commerce (\$64,000)

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

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The funding has been approved in the FY21-22 budget.

Attachments:
Proposed Resolution

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

The Commission should consider the Resolution.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No.
Ordinance No.
Approved
Other

Continued To:
Referred To:
Denied
File No.

CITY OF HOBBS

RESOLUTION NO. 7060

A RESOLUTION AUTHORIZING FY 21-22 FUNDING APPROPRIATIONS
FOR ECONOMIC DEVELOPMENT AND MARKETING ENTITIES

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that FY 21-22 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 21st day of June, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 6-21-21


SUBJECT: A Resolution Authorizing Funding Appropriations to Social Service Agencies and Authorizing the Mayor to Execute Professional Service Agreements.

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: 6-15-21
SUBMITTED BY: Ann Betzen


Summary:
Proposed funding for community social service agencies.

Fiscal Impact:

Ordinance #1086 capped funding at \$400,000; commission committee's recommendation is \$400,000. The current preliminary budget was set at \$379,000 per last fiscal year allocations. A \$21,000 adjustment would need to be made in July 2021.

Reviewed By: 
Department

Attachments:
Resolution, History of Funding Ledger

Legal Review: 
Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve Resolution.

Approved For Submittal By:

Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7061

A RESOLUTION AUTHORIZING FY 21-22 FUNDING
APPROPRIATIONS TO VARIOUS SOCIAL SERVICE AGENCIES

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS,
NEW MEXICO, that FY 21-22 funding appropriations are approved for various social
service agencies in the following amounts:

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

| | |
|---------------------------|-----------|
| Teen Court | \$ 32,000 |
| Weekend Hunger Initiative | \$25,000 |

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

PASSED, ADOPTED AND APPROVED this 21st day of June, 2021.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**HISTORY OF FUNDING
SOCIAL SERVICE AGENCIES**

| | FY 16-17 | FY 17-18 | FY 18-19 | FY19-20 | FY20-21 | FY21-22 Agency Proposal | FY 21-22 Committee Recommend |
|------------------------------------|-----------------|-----------------|-----------------|----------------|----------------|--|---|
| CASA | \$20,000 | \$20,000 | \$20,000 | \$20,000 | \$20,000 | \$10,000 | \$10,000 |
| CASA Visitation Program | | -0- | -0- | -0- | -0- | \$10,000 | \$10,000 |
| CASA Canine Companion | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| CDC | \$100,000 | \$100,000 | \$100,000 | \$155,000 | \$155,000 | \$155,000 | \$127,000 |
| Cavern City Child Advocacy Ctr | | | | \$ 5,000 | -0- | \$ 20,000 | \$ 5,000 |
| Faith in Action | \$10,000 | \$10,000 | \$ 12,500 | \$13,500 | \$13,500 | \$13,500 | \$ 13,500 |
| Isaiah's Kitchen | \$10,000 | \$10,000 | \$ 12,000 | \$18,000 | \$14,000 | \$15,000 | \$ 15,000 |
| Lea County Commission for the Arts | \$15,000 | \$15,000 | \$ 15,000 | -0- | \$-0- | -0- | -0- |
| Legacy Pregnancy Resouce Ctr | | \$10,000 | -0- | \$ 7,500 | \$7,500 | \$ 7,500 | \$ 7,500 |
| My Power, Inc. | \$20,000 | \$20,000 | \$25,000 | \$35,000 | \$35,000 | \$48,718.22 | \$ 35,000 |
| Option | \$15,000 | \$15,000 | \$ 17,500 | \$19,000 | \$19,000 | \$20,000 | \$ 19,000 |
| Opportunity House | \$ 8,500 | \$ 8,500 | \$ 8,500 | \$ 9,500 | \$ 9,500 | \$25,000 | \$19,000 |
| PDAP | \$35,000 | \$35,000 | \$35,000 | \$50,000 | \$50,000 | \$50,000 | \$ 50,000 |
| Salvation Army | \$ 6,000 | \$ 6,000 | \$ 7,500 | \$ 8,500 | \$8,500 | \$25,000 | \$ 25,000 |
| Senior Bash | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000 | -0- | \$ 2,000 | \$ 2,000 |

| | FY 16-17 | FY 17-18 | FY 18-19 | FY19-20 | FY20-21 | FY21-22 Agency Proposal | FY 21-22 Committee Recommend |
|---------------------------|------------------|------------------|------------------|------------------|------------------|-------------------------------|------------------------------------|
| Sheri's House of Hope | | | | | | \$30,000 | -0- |
| Southwest Symphony | \$ 3,000 | \$ 3,000 | \$ 4,500 | \$ 5,000 | \$ 5,000 | \$10,000 | \$ 5,000 |
| Teen Court | \$32,000 | \$32,000 | \$32,000 | \$32,000 | \$32,000 | \$32,000 | \$ 32,000 |
| Weekend Hunger Initiative | \$17,500 | \$17,500 | \$ 20,000 | \$20,000 | | \$25,000 | \$ 25,000 |
| Justice House | | | | | | \$50,000 | -0- |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| TOTAL | \$304,000 | \$314,000 | \$324,000 | \$400,000 | \$389,000 | \$546,718.22 | \$400,000 |

Prepared by A. Betzen 6/14/21



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 21, 2021

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

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: June 15, 2021
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary: This Resolution will contractually bind the City and Rockwind Grill, LLC, to continue food and beverage services at Rockwind Community Links. Important to note:

- On June 17, 2019, the City of Hobbs entered into a professional services agreement with Pacific Rim, Inc., for restaurant, food, beverage and catering at Rockwind Community Links.
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.
On June 15, 2020, the City adopted Resolution No. 6945 which exercised the first one-year option under the Agreement. This Resolution would trigger the second one-year extension to the original term.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

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.

Attachments:

Proposed Resolution; Proposed Letter Agreement; 2019 Professional Services Agreement.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

The Commission should consider the Resolution.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7062

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 expired on 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 entered into their first one-year extension on June 15, 2020, via Resolution No. 6945; 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 second one-year extension under the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the second 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 21st day of June, 2021.

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 10, 2021

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

VIA E-MAIL ONLY

Re: 2nd 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 expired on June 30, 2020, and was subsequently extended pursuant to the Agreement for an additional one-year term via Resolution No. 6945 on June 15, 2020. The Agreement is attached hereto and incorporated herein as "Exhibit 1."

On June 21, 2021, the Hobbs City Commission ("Commission") will consider a second 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 position on extending the term of the current Agreement for another year until June 30, 2022, 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, 2021, to June 30, 2022. 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 21, 2021, 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 if 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.

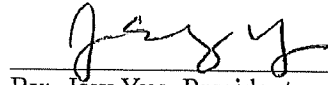
CITY OF HOBBS

PACIFIC RIM, INC.



By: SAM D. COBB, Mayor

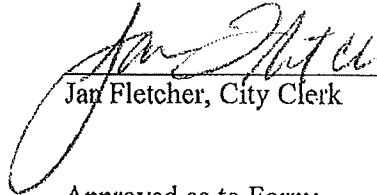
Date: 6-17-19



By: Jaw Yue, President

Date: 7-9-19

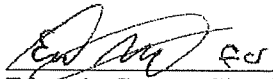
Attest:



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 21, 2021

SUBJECT: RESOLUTION TO APPROVE AND ADOPT THE MARKET RATE MULTI-FAMILY & SINGLE FAMILY HOUSING MUNICIPAL INFRASTRUCTURE REIMBURSEMENT INCENTIVE & PUBLIC PARTICIPATION INFRASTRUCTURE EXTENSION DEVELOPMENT AGREEMENT POLICY FOR CALENDAR YEAR 2021-2022.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: June 14, 2021
SUBMITTED BY: City Manager

Summary: The Market Rate Multi-family & Single-family Unit Production Incentive & Public Participation Infrastructure Extension DA Policy, as presented herein, is based upon past Development Agreements and Programs approved and adopted by the Commission, and reflect those tenants within past DA's and Programs that Staff feels were deemed desirable by the Commission.

RFP #440-11 was published on November 10, 2011 advertising to the Development Community the Municipalities need for Multi-Family housing. The first Development Agreement in response to RFP #440-11 was approved on February 21, 2012 and subsequently a total of \$3,872,886.06 has been appropriated towards Development Agreements incentivizing the production of Market Rate Housing valued at an estimated \$173,775,000.00 (993 units @ \$175,000.00) by participating in the installation of Municipal infrastructure.

RFP #443-12 incentivizing the production of Market Rate Single Family housing was published on June 5, 2012. The Commission has appropriated \$9,022,105.00 towards MRSF Development Agreements; actual disbursements have totaled \$6,735,735.00 incentivizing the production of 714 units of new single family housing.

Fiscal Impact:

Reviewed By: Finance Department

Prior to concurrent with Commission adoption of any proposed Development Agreements funds will need to be in place or transferred into the appropriate accounts and approved by DFA.

Attachments: Resolution, Policy.

Legal Review:

Efren A. Cortez
Approved As To Form: Cortez
City Attorney

Recommendation:

Consideration of the Resolution to approve the Incentive Policy attached hereto.

Approved For Submittal By:

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Department Director

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

City Manager

CITY OF HOBBS

RESOLUTION NO. 7063

A RESOLUTION TO APPROVE AND ADOPT THE MARKET RATE MULTI-FAMILY & SINGLE FAMILY HOUSING MUNICIPAL INFRASTRUCTURE REIMBURSEMENT INCENTIVE & PUBLIC PARTICIPATION INFRASTRUCTURE EXTENSION DEVELOPMENT AGREEMENT POLICY FOR CALENDAR YEAR 2021-2022.

WHEREAS, the City of Hobbs recognizes the need for an adequate supply of market rate rental and single family housing units; and

WHEREAS, the City of Hobbs also recognizes the negative impacts that an inadequate supply of market rate rental and single family housing units has on the local and regional economy; and

WHEREAS, the City of Hobbs also recognizes the need to install public infrastructure in strategic areas to aid in the orderly growth of commercial / residential development that provides a larger community benefit; and

WHEREAS, the City of Hobbs finds that the production of market rate rental and single family housing units and the strategic extension of public infrastructure is in the best interest of the Municipality.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the City of Hobbs hereby approves and adopts Market Rate Multi-family & Single Family Housing Municipal Infrastructure Reimbursement Incentive & Public Participation Infrastructure Extension Development Agreement Policy for Calendar year 2021-2022, as attached hereto and made part of this resolution.

PASSED, ADOPTED AND APPROVED this 21st day of June, 2021

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

**Fiscal Year 2021-2022
Market Rate Multi-Family & Single Family Housing
Municipal Infrastructure Reimbursement Incentive &
Public Participation Infrastructure Extension
Development Agreement Policy**

Housing Incentive Policy:

1. **Yearly Program Budget:** City Commission will determine funding levels for this policy and may increase or decrease levels from time to time.
2. **Development Agreement:** Each encumbrance to the budget will be supported by a Commission approved Development Agreement.
3. **Incentives** are available for public municipal infrastructure only, providing compliance with:
 - a. Incentive not to exceed per square footage basis:
 - i. \$5.00 per sq. ft. north of Sanger
 - ii. \$10.00 per sq. ft. south of Sanger
 - iii. Calculation based on living area only
 - b. Incentive not to exceed per unit basis:
 - i. \$5,000.00 per single family unit
 - ii. \$2,500.00 per multi-family unit
 - c. Incentive not to exceed fair share per linear foot of infrastructure basis:
 - i. \$90.00 per lineal front footage of complete public infrastructure, and further broken down as follows:
 1. **Water** (\$12.50 / lf):
 - a. Twelve dollars fifty cents (\$12.50) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
 2. **Sewer** (\$17.50 / lf):
 - a. Seventeen dollars fifty cents (\$17.50) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
 3. **Street** (\$45/ lf):
 - a. Forty five dollars (\$45) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
 4. **Sidewalk**:
 - a. Fifteen (\$15) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;
4. **Market Rate Single Family Development Agreement:** Development Agreement not to exceed \$100,000.00 nor be less than \$15,000.00, producing no less than 3 units. A Developer holding an active DA shall be required to complete no less than 75% of the DA prior to requesting a new Incentive Development Agreement. The term for any DA shall be limited to 12 months, unless otherwise approved by the City Commission. Funds to be disbursed after issuance of Certificate of Occupancies per unit.
5. **Market Rate Multi-Family Development Agreement:** Development Agreement not to exceed \$125,000.00 nor be less than \$30,000.00. The term for any DA shall be limited to 18 months, unless otherwise approved by the City Commission. Funds to be disbursed after issuance of Final Certificate of Occupancy.

Public Participation Infrastructure Extension Development Agreement Policy:

1. **Yearly Program Budget:** City Commission will determine funding levels for this policy and may increase or decrease levels from time to time.
2. **Development Agreement:** May only be considered for Thoroughfares greater than a Minor Residential as specified in the City of Hobbs Major Thoroughfare Plan. Utility only extensions shall be compliant with the Utility Service Policy as adopted. Any public participation for the extension of Public Infrastructure shall be approved by the City Commission by Resolution and the Development Agreement shall specify City's participation maximum and any associated infrastructure assessment terms.
3. **Fair Share Participation:** In areas where the property owner does not have beneficial use of both sides of a roadway / utility corridor, the City Commission may consider public participation for new public infrastructure up to 50% of the base infrastructure requirements and any eligible oversize participation.
4. **Public Participation:** Infrastructure located wholly within Developers holdings giving Developer beneficial use of both sides of Infrastructure may receive public participation not to exceed 50% of actual certified costs, providing public participation is recouped via future assessment triggered either by subdivisions or development adjacent thereto.
5. **Oversize Participation:** The City may require and participate in the oversize of public infrastructure above the minimum base infrastructure.
6. **Base Infrastructure:** The minimum base roadway width is 41' back of curb to back of curb, minimum base utility is 10" water and 10" sewer and minimum base trench depth is 10'. Any public requirement above the minimums will be paid 100% by the public.
7. **Maximum Participation:** An Infrastructure Participation Development Agreement should not exceed \$500,000.00 nor be less than \$50,000.00.
8. **Engineer of Record:** Engineer of Record Certification and Dedications must be in place prior to or occur concurrently with disbursement.