

# 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 17, 2024*



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

**Monday, June 17, 2024 - 6:00 p.m.**

Sam D. Cobb, Mayor

R. Finn Smith  
Commissioner – District 1

Christopher R. Mills  
Commissioner – District 2

Larron B. Fields  
Commissioner – District 3

Joseph D. Calderón  
Commissioner – District 4

Dwayne Penick  
Commissioner – District 5

Don R. Gerth  
Commissioner – District 6

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**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](http://www.hobbsnm.org)

**CALL TO ORDER AND ROLL CALL**

**INVOCATION AND PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

1. Minutes of the June 3, 2024, Regular Commission Meeting (*Jan Fletcher, City Clerk*)

**PROCLAMATIONS AND AWARDS OF MERIT**

2. Recognition of City Employees - Milestone Service Awards for the Month of June, 2024 (*Manny Gomez, City Manager*)
  - 15 years – Joseph Clemmer, Hobbs Police 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.)*

**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. Consideration of Approval of a Professional Services Agreement with the Friends of the Hobbs Public Library for FY 24-25 *(Nicki Lawless, Library Director)*
4. Resolution No. 7487 – Approving a Memorandum of Understanding Between the Hobbs Municipal Schools and the City of Hobbs for Field Use at Veterans Memorial Complex *(Doug McDaniel, Recreation Director)*
5. Resolution No. 7488 – Authorizing a Memorandum of Understanding with the United Way of Lea County to Conduct a Wheelchair Basketball Tournament on June 29, 2024 *(Doug McDaniel, Recreation Director)*
6. Consideration of Approval of RFP No. 551-24 for HVAC Repairs/Replacement for the City of Hobbs and Recommendation to Accept Proposals from After Hours Heating and Air Conditioning, Valuable A/C & Heating, and ABSW *(Shelia Baker, General Services Director)*

## **DISCUSSION**

None

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

7. Resolution No. 7489 - Approving the FY 2026 – 2030 Infrastructure Capital Improvements Plan (ICIP) *(Todd Randall, Assistant City Manager)*
8. Resolution No. 7490 – Adopting Budgetary Adjustment #5 for Fiscal Year 2023-2024 *(Toby Spears, Finance Director)*
9. Resolution No. 7491 – Approving an Amended Professional Services Agreement with the Hobbs Boys and Girls Club for FY 23-24 *(Doug McDaniel, Recreation Director)*

10. Resolution No. 7492 – Extending the Professional Services Agreement as Amended with Life Skills Fore Youth of the Pecos for Operation of the First Tee Program at Rockwind Community Links (*Doug McDaniel, Recreation Director*)
11. Resolution No. 7493 – Authorizing a Memorandum of Understanding with Permian Basin USSSA for Use of City of Hobbs' Sports Fields for Youth Baseball Tournaments (*Doug McDaniel, Recreation Director*)
12. Resolution No. 7494 – Authorizing a Memorandum of Understanding with Hobbs USSSA for Use of City of Hobbs' Sports Fields for Adult Slowpitch Tournaments (*Doug McDaniel, Recreation Director*)
13. Resolution No. 7495 – Authorizing a Memorandum of Understanding with Hobbs USSSA for Use of City of Hobbs' Sports Fields for Girls Fastpitch Tournaments (*Doug McDaniel, Recreation Director*)
14. Resolution No. 7496 – Designating Persons as Qualified as an Acting Municipal Judge and Setting Forth Compensation (*Valerie Chacon, City Attorney*)
15. Consideration of Approval of Contract with Stantec Consulting Services, Inc., for 60% Design Phase of College Lane Widening and Realignment Project RFP 538-23 (*Anthony Henry, Acting City Engineer*)
16. Resolution No. 7497 - Approving and Adopting the Market Rate Multi-Family and Single Family Unit Production Municipal Infrastructure Reimbursement Incentive Program for FY 24-25 (*Todd Randall, Assistant City Manager*)
17. Resolution No. 7498 - Approving a Development Agreement with ALJO Development, LLC, Concerning the Development of Market Rate Single-Family Housing (*Todd Randall, Assistant City Manager*)
18. Resolution No. 7499 - Approving a Development Agreement with Corrales Construction, LLC, Concerning the Development of Market Rate Single-Family Housing (*Todd Randall, Assistant City Manager*)
19. Resolution No. 7500 - Approving a Development Agreement with YMH Concerning the Development of Market Rate Single-Family Housing (*Todd Randall, Assistant City Manager*)

## **COMMENTS BY CITY COMMISSIONERS, CITY MANAGER**

20. Next Meeting Dates:

- **City Commission Regular Meetings:**
  - Monday, July 1, 2024, at 6:00 p.m.
  - Monday, July 15, 2024, at 6:00 p.m.

## **ADJOURNMENT**

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



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 17, 2024

**SUBJECT: City Commission Meeting Minutes**

DEPT. OF ORIGIN: City Clerk's Office  
DATE SUBMITTED: June 12, 2024  
SUBMITTED BY: Jan Fletcher, City Clerk

**Summary:**

The following minutes are submitted for approval:

- Regular City Commission meeting held on June 3, 2024

**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 3, 2024, in the City Commission Chamber, 200 East Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico. This meeting was also broadcast via Livestream on the City's website at [www.hobbsnm.org](http://www.hobbsnm.org).

### **Call to Order and Roll Call**

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

Mayor Sam D. Cobb  
Commissioner Joseph D. Calderón  
Commissioner Larron B. Fields  
Commissioner Dwayne Penick  
Commissioner Don Gerth  
Commissioner Chris Mills

Absent: Commissioner R. Finn Smith

Also present: Manny Gomez, City Manager  
Todd Randall, Assistant City Manager  
Valerie Chacon, City Attorney  
August Fons, Police Chief  
Shane Blevins, Deputy Police Chief  
Chad Wright, Police Captain  
Danny Garrett, Police Captain  
Steve Butler, Detention Administrator  
Mark Doport, Fire Chief  
Ryan Herrera, Deputy Fire Chief  
Toby Spears, Finance Director  
Tim Woome, Utilities Director  
Anthony Henry, Acting City Engineer  
Nicki Lawless, Library Director  
Bryan Wagner, Parks and Open Spaces Director  
Lou Maldonado, Parks and Open Spaces Superintendent  
Matt Hughes, Rockwind Superintendent  
Edward Trevino, General Services Fleet Manager  
Meghan Mooney, Communications Director  
Nicholas Goulet, Human Resources Director  
Tracy South, Assistant HR Director  
Christa Belyeu, I. T. Director  
Jan Fletcher, City Clerk  
Alyxandra Salas, City Clerk Record Specialist  
10 citizens

### **Invocation and Pledge of Allegiance**

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

### **Closed Session**

Mayor Cobb stated the City Commission convened in closed executive session on Monday, June 3, 2024, at 4:00 p.m. for the discussion of limited personnel matters, specifically the City Manager's employment contract. The matters discussed in the closed meeting were limited only to personnel matters as specified. No action was taken during the meeting.

### **Approval of Minutes**

Commissioner Calderón moved the minutes of the regular meeting of May 20, 2024, be approved as written. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

### **Proclamations and Awards of Merit**

None.

### **Public Comments**

Mr. Alfonso Juarez stated that he lives on Donahue Street between Marland and Dunnam. Mr. Juarez complained that people drive too fast down Dunnam Street, and he expressed concern for the safety of children at play. He requested that speed bumps be placed and this has been an ongoing concern and problem on this particular street.

### **Consent Agenda**

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

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

Resolution No. 7482 – Authorizing the City Manager's Litigation Authority for FY 24-25

Resolution No. 7483 - Authorizing FY 24-25 Funding Appropriations for Social Service Agencies



Resolution No. 7484 - Authorizing FY 24-25 Funding Appropriations for the Economic Development Corporation of Lea County, Hobbs Chamber of Commerce and Hobbs Hispano Chamber of Commerce

Commissioner Gerth seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, and Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

**Discussion**

Mr. Todd Randall, Assistant City Manager, explained the process for the FY 2026-2030 Infrastructure Capital Improvements Plan. He provided a background and some history regarding the plan from last year and explained the additions which include a traffic light at the intersection of Glorietta and Dal Paso, an updated water storage tank line, a ground water storage tank, and a WWRF dryer replacement. He explained that some deletions include the Haz-Mat apparatus, the fire training tower, and the HPD elevator replacement and the HIAP Lift Station. He explained the FY24 funding which is in the total amount of \$5.24 million (vs. \$4.5 million for last year) and the HB2 Junior Bill, which is \$320,000.00 for program costs and resources and \$160,000.00 for the Hobbs and Lovington Senior Centers. He explained the 2026 schedule starting with the approved Planning Board meeting which took place on May 21, 2024. He stated the submission deadline to the New Mexico Department of Finance and Administration (DFA) is July 12, 2024. Mr. Randall explained the Top 10 projects which are set to include:

1. Street improvements and Resurfacing
2. Drainage Master Plan & Improvements
3. Joe Harvey Blvd. Improvements
4. West College Lane Realignment
5. City Wide Fiber Network
6. Municipal Facility Security Improvements
7. West Bender Widening Project & Drainage
8. Gateway Corridor Beautification
9. Aquatic Facility
10. Dal Paso-Glorietta Traffic Signal

Mr. Randall provided some detail about each project individually and explained how the funds allocated from FY 24 would be distributed for each project for improvements and renovations.

In response to Commissioner Fields' inquiry about which area would be affected in regards to street improvements, Mr. Randall explained it would affect every district in Hobbs and there will be several approaches use, which include preserving the areas which are still in good condition and addressing the areas that are about to fail.

Mr. Manny Gomez, City Manager, stated he will ask Ms. Sheila Baker, General Services Director, to provide a brief presentation on the future of the streets and physical addresses of the proposed work areas.

Mr. Randall stated the Commission will need to rank what they believe will be the Top 5 projects for the community which will be submitted to DFA.

Commissioner Mills stated that he has not heard much about the need for a traffic light at Glorietta and Dal Paso. Mr. Randall stated he has received complaints about the area, mostly during the school year.

Commissioner Fields stated one of his concerns is with the road on Lovington Highway near the Texas Roadhouse area. He stated it is a challenge to turn left and get back onto the road.

### **Action Items**

#### **PUBLIC HEARING: Resolution No. 7485 – Concerning the Issuance of a Restaurant “B” Liquor License to El Bazucazo Restaurant, LLC, 205 West Sanger Street in Hobbs**

Ms. Valerie Chacon, City Attorney, stated she will act as the hearing officer for a public hearing regarding the approval of a beer, wine, and spirits liquor license for El Bazucazo Restaurant which was received by the City Clerk’s Office on April 29, 2024. Ms. Chacon stated that the City published notice of this hearing in the Hobbs News Sun and the applicant was notified of the hearing by e-mail and certified mail.

Ms. Jan Fletcher, City Clerk, swore in the witnesses, who were Ms. Sandra Rosales and her interpreter, Mr. Sergio Polanco.

Ms. Chacon called on all present parties representing the restaurant, in which case Sandra Rosales, the restaurant owner, and Sergio Polanco, her interpreter came forward to answer a series of questions pertaining to the restaurant. Ms. Chacon’s questions included whether she received notice of the hearing, and whether or not she had received preliminary approval from the New Mexico Regulation and Licensing Department. Ms. Rosales replied in the affirmative to both questions.

In response to further questions, Ms. Rosales, through her interpreter, stated the location is not within 300 feet of a church, school or military institution.

In reply to Ms. Chacon’s question, no member of the audience requested to speak in favor or against the license.

There being no discussion, Commissioner Calderón moved to approve Resolution No. 7486 approving issuance of the liquor license to El Bazucazo. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes,

Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

FINAL ADOPTION: Ordinance No. 1157 - Approving a Local Economic Development Act (LEDA) Project and Adopting a Project Participation Agreement with Space Jump, LLC, in the Amount of \$180,000.00

Ms. Valerie Chacon, City Attorney, explained the ordinance approving a Local Economic Development Act (LEDA) Project for Space Jump LLC. Ms. Chacon gave some background on the purposes of LEDA funding within the community. She stated that LEDA is a State law which allows governments to contribute money and other items to private businesses in an effort to grow the local economy. She stated the goals and objectives are to create and support an economic development project that fosters, promotes, and enhances local economic development efforts and provides job growth and career opportunities for Hobbs area residents and creates a substantive contribution to the community. She stated the proposed ordinance is for the allocation of \$180,000.00 to Space Jump, LLC, and the disbursement period will be for a three-year period upon proper filing of gross receipt tax documentation.

Mayor Cobb stated it is important for citizens to understand the flow of the money in terms of LEDA. He explained that as the entity generates sales and pays gross receipts tax to the State. In turn, the State remits the gross receipts back to the City. Under the terms of the Participation Agreement, the City reimburses the gross receipts tax to the entity under the contract up to \$180,000.00 and once that has been paid, all of the future gross receipts tax remain with the City for the life of the business.

Commissioner Penick stated these are important facts for people to understand as there have been implications the City is just handing out money which is not the case. He stated any citizen can apply for the program, despite race or financial background, and City staff is available to help fill out the application forms and explain the process.

Commissioner Mills stated that if a business feels they are not being treated fairly, they can visit with the City Manager or the City Commissioner to talk about it.

Proper publication having been made, and there being no further discussion or public comment from the audience, Commissioner Fields moved to adopt Ordinance No. 1157 as presented. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the adoption and ordinance are attached.

FINAL ADOPTION: Ordinance No. 1158 - Approving a Local Economic Development Act (LEDA) Project and Adopting a Project Participation Agreement with HTEAO/HOLVAY, LLC, in the Amount of \$70,000.00

Ms. Valerie Chacon, City Attorney, explained the proposed ordinance for approval of a LEDA Project for HTEAO/HOLVAY LLC for the allocation of \$70,000.00, which will be a two-year participation agreement, which includes the same goals and objectives as outlined for the previous entity. She stated notice of the proposed ordinance was published in the Hobbs News-Sun on May 12, 2024. Ms. Chacon stated in the event of default, failure to comply or failure to meet annual revenue requirements, the City Manager is granted the authority to terminate the agreement.

Proper publication having been made, and there being no further discussion or public comment from the audience, Commissioner Calderón moved to adopt Ordinance No. 1158 as presented. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the ordinance and supporting documentation are attached.

FINAL ADOPTION: Ordinance No. 1159 - Amending Chapter 5.06 Relating to the Definition of Cannabis Consumption Areas

Ms. Valerie Chacon, City Attorney, explained the ordinance to amend Chapter 5.06 of the Hobbs Municipal Code for the possession, cultivation, manufacture and sale of cannabis, relating to the definition of cannabis consumption. Notice of consideration of the proposed ordinance was published in the Hobbs-New Sun on May 12, 2024. Ms. Chacon stated the proposed amendment clarifies the definition of cannabis consumption areas as only indoor consumption areas, pursuant to NMSA 1978 Section 26-2C-1.

Proper publication having been made, and there being no discussion or public comment from the audience, Commissioner Mills moved to adopt Ordinance No. 1159 as presented. Commissioner Penick seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the ordinance and supporting documentation are attached.

Resolution No. 7486 – Authorizing Submission of a Grant Application to the New Mexico Department of Finance and Administration for the FY 25 Firefighter Recruitment Fund

Mr. Mark Doporto, Fire Chief, explained the resolution authorizing submission of a grant application to the New Mexico Department of Finance and Administration for the FY 25 Firefighter Recruitment Fund. Mr. Doporto explained the grant is for \$1,066,900.80 which will help offset the costs of new firefighters and EMT recruits, and in the case of the Hobbs Fire Department, this will be for six firefighter positions, and will provide 100% of the salaries and benefits for the first year of allocation, 50% for the second year of allocation and 25% for the third year of allocation.

There being no discussion, Commissioner Penick moved to approve Resolution No. 7486 as presented. Commissioner Calderón seconded the motion and roll call vote was recorded as follows: Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. A copy of the resolution and supporting documentation are attached.

**Comments by City Commissioners, City Manager**

Mr. Gomez congratulated HTEAO and Space Jump for their milestone within our community. He emphasized the importance of the LEDA program to help our community grow and prosper. Mr. Gomez stated City staff and the EDC are available to provide information regarding the LEDA program and what it entails.

Mr. Gomez stated Coffee with Cops will be held on Wednesday, June 5, 2024, at Devon Energy. Mr. Gomez thanked the private sector, oil and gas businesses and all other non-profit agencies for their assistance in hosting Coffee with Cops. He stated it is an important event which has been organized for our community to be able to communicate and interact with each other.

Mr. Gomez reminded citizens about voting locations and times for the Primary Election which will be held on Tuesday, June 4, 2024. Polls will be open from 7:00 a.m. to 7:00 p.m. He encouraged all eligible citizens to get out and vote on Tuesday.

Mr. Gomez stated as government officials, it is important to keep the citizens of Hobbs informed. He stated TextMyGov is an easy access resource and convenient way to keep in the know and receive information on events and things going on within the City of Hobbs. He thanked Ms. Meghan Mooney, Communications Director, for her assistance on implementation of TextMyGov and encouraged citizens to try it out for fast assistance.

Mr. Gomez reminded citizens to save the date for the upcoming Fourth of July activities which will be held in Hobbs on Wednesday, July 3, 2024, at Harry McAdams Park.

Commissioner Gerth encouraged the community to get out and vote on Tuesday.

Commissioner Mills encouraged voting and stated that government work is not an easy plan, it is hard work. He stated one of the biggest issues facing Hobbs is shoplifting and that businesses need to put forth some effort to try and effectively tackle this issue. He stated the City can look at adopting ordinances to regulate self-checkouts and so forth. He stated that the same goes for speeding and other problems in the City. He encouraged citizens and the City to start taking a look at some of these issues and start thinking outside of the box.

Commissioner Fields stated every street is experiencing issues with speeding and some are more in need of attention than others but it is important as a community to start addressing these issues.

Commissioner Fields stated that he was a part of the Memorial Day Veterans Ceremony which was held on Memorial Day weekend. He commended Ms. Meghan Mooney and other City staff who participated and organized the event which was a huge success.

Commissioner Penick stated he is grateful to see the incentives that are being given to local businesses within Hobbs for growth. He encouraged citizens to shop local and support local businesses.

Commissioner Penick stated he and his family utilized the bike path this weekend and had a picnic at one of the parks. He stated there are many beautiful places within the City of Hobbs like the bike paths and the parks which the community can utilize that sometimes get overlooked. He encouraged citizens to take advantage and use these spaces.

Commissioner Penick stated the Veterans Event was a great event on Memorial Day. He stated the bricks which are placed are so much more than bricks in stone. He stated they are an important moment and mean so much more to the families and loved ones of those who served our country.

### **ADJOURNMENT**

There being no further business or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Gerth seconded the motion and the vote was recorded as follows: Smith yes, Mills yes, Fields yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried and the meeting adjourned at 7:08 p.m.

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SAM COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk



**PROCLAMATIONS**

**AND**

**AWARDS OF  
MERIT**

# June Milestones 2024

## **15 Years**

Joseph Clemmer

Police Officer

06/01/2009





# **CONSENT AGENDA**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 17, 2024

**SUBJECT:** Approval of a Professional Services Agreement with the Friends of the Hobbs Public Library

**DEPT. OF ORIGIN:** Library  
**DATE SUBMITTED:** June 6, 2024  
**SUBMITTED BY:** Nicki Lawless, Library Director

**Summary:**

The Friends of the Hobbs Public Library ("Friends of the Library") is a non-profit entity working to benefit the Hobbs Public Library in consultation with the Library Director.

This Professional Services Agreement allows Friends of the Library to maintain a small office space in the Library.

Friends of the Library sells used books from the space, utilizes the space as an office and its volunteers assist Library personnel under the direction of the Library Director.

The Agreement requires Friends of the Library to maintain liability insurance.

The City provides all utilities, maintenance and janitorial services.

The agreement is for fiscal year 2024-2025 ending June 30, 2025, and the office is subject to space requirements at the Library.

**Fiscal Impact:**

*There is no significant fiscal impact.*

Reviewed By: \_\_\_\_\_  
Finance Department

City of Hobbs Finance Department  
2500 Hobbs Blvd, Hobbs, NM 88240  
Phone: 505.325.1100  
Fax: 505.325.1101

**Attachments:**

Professional Services Agreement

**Legal Review:**

Approved As To Form: Valerie S. Chacon  
City Attorney

**Recommendation:**

The Commission should approve the Professional Services Agreement.

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-FRIENDS OF THE HOBBS PUBLIC LIBRARY**

FY 2024-2025

WHEREAS, NMSA 1978, §3-17-1, provides that cities are granted these 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 the books owned by the 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 and roles Contractor provides to the Hobbs Library.

1.2 All person retained by the 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 the 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 the 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 lock shall be keyed with a lock that may be opened by 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 the 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 through the City's fiscal year, beginning July 1, 2024 and ending June 30, 2025. 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 advance 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 for \$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 statues pertaining to equal opportunity. In accordance with these laws and regulations, CONTRACTOR agrees to ensure 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 judgement 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, judgements, 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 the 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 \_\_\_\_\_, 2024.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By: \_\_\_\_\_ By: \_\_\_\_\_  
SAM D. COBB, Mayor JAN FLETCHER, City Clerk

By: \_\_\_\_\_ By: \_\_\_\_\_  
TOBY SPEARS, Finance Director Nichole Lawless, Library Director

ATTEST:

FRIENDS OF THE LIBRARY

By: \_\_\_\_\_ By: \_\_\_\_\_  
Deby Beran, Secretary Kay Hannum, Chairman  
P.O. Box 5041  
Hobbs, New Mexico 88241

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
VALERIE CHACON, City Attorney



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: JUNE 17, 2024

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

**DEPT. OF ORIGIN:** Recreation Department  
**DATE SUBMITTED:** June 6, 2024  
**SUBMITTED BY:** Doug McDaniel, Recreation Director

**Summary:**

The City of Hobbs leases land from the State of New Mexico at the Veterans Memorial Complex site and the Hobbs Municipal Schools contributed \$1.5 million toward the cost of the City's \$5.2 million artificial turf installation project at the Veterans Memorial Complex in 2015. The City of Hobbs and the Hobbs Municipal Schools have entered into two previous agreements governing the use of the fields by the Hobbs High School Baseball and Softball Teams. This version of the proposed agreement continues the mandates that the HHS Baseball and Softball Teams have priority for their teams to use the Varsity, Junior Varsity, Sanger, Campbell, and McNeil Fields during the NMAA Baseball/Softball seasons. This version includes provisions that the Schools will maintain the scoreboards on Varsity and Sanger Fields, as well as the green fencing installed by the Schools around Varsity, Junior Varsity, and Sanger Fields. The City and Schools have mutually cooperated to allow youth baseball and softball tournaments to be played both during and outside of the HHS Baseball/Softball seasons when these requests have not interfered with HHS games, practices or activities. The compensation in this version was increased to reflect the change in CPI from 2015, at the time of the initial agreement, through 2024.

**Fiscal Impact:**

Reviewed By:   
Finance Department

Previously, the Hobbs Municipal Schools have completed payment to the City, in the amount of \$1.5 million, toward the artificial turf installation project. The Schools are to pay the City \$112,140.50 annually to offset maintenance expenses. The City is to pay the Schools \$10,119.75 annually for coaches to maintain facilities as set forth in the agreement.

**Attachments:** Resolution, Copy of the Memorandum of Understanding

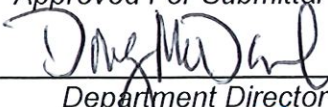

**Legal Review:**

Approved As To Form:   
City Attorney

**Recommendation:**

Staff recommends that the City Commission approve the Resolution.

Approved For Submittal By:

  
Department Director  
  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7487

A RESOLUTION APPROVING AN AGREEMENT  
BETWEEN THE CITY OF HOBBS AND THE HOBBS MUNICIPAL SCHOOLS  
REGARDING THE USE OF FIELDS AT THE VETERANS MEMORIAL COMPLEX  
FOR HOBBS HIGH SCHOOL'S BASEBALL AND SOFTBALL TEAMS.

WHEREAS, in 2015 the City of Hobbs made approximately \$5,200,000.00 in improvements at the Veterans Memorial Complex by installing artificial turf on a total of thirteen (13) fields, twelve (12) of which can be used for baseball and/or softball; and

WHEREAS, the Hobbs Municipal School contributed \$1,500,000.00 toward the installation of artificial turf at the Veterans Memorial Complex; and

WHEREAS, the Hobbs High School Baseball and Softball Teams have previously been granted use of fields at the Veterans Memorial Complex for practices, games, and tournaments; and

WHEREAS, the City of Hobbs Recreation Department and the Hobbs High School Athletic Department have collaborated to let outside entities use fields at the Veterans Memorial Complex when not in use by the Hobbs High School Baseball and Softball Teams;

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

PASSED, ADOPTED AND APPROVED this 17th day of June, 2024.

\_\_\_\_\_  
SAM COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk



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

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

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

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

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

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

1. USE OF SITE

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

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

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

**The intent of this agreement is for the High School Varsity Baseball Team to have priority on the Varsity and Junior Varsity Fields and for the High School Varsity Softball Team to have priority on the Sanger, Campbell, and McNeil Fields, said fields should be the last fields to be scheduled by outside groups.**

Regularly scheduled games and tournaments for all groups will take priority over practice sessions and the City and Schools will act in good faith to meet the needs of both the Hobbs High School team's needs and the needs of the public desiring to use the above fields at the Veterans Memorial Complex.

## 2. MAINTENANCE

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

The School shall maintain the clay pitching mounds on the Varsity Field and in all bullpens, during the time it is on the Varsity Field, in such a manner that no damage is done to the artificial turf surface.

The School shall maintain the scoreboards on Varsity Field, and Sanger Field.

The Schools will also be responsible for the maintenance of the following areas during their seasons (January – May as above) and during all other use for practices, games and tournaments outside of January – May on Varsity, Junior Varsity, Sanger Fields and when the Junior Varsity Softball Team uses McNeil Field and when the Varsity Softball C Team uses Campbell Field:

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

The City shall perform all maintenance activities to the facilities on a year round basis except for the activities the School is responsible for during the time frames as noted

above. This includes for the City, but is not limited to all commonly associated grounds maintenance:

All necessary and appropriate cleaning of the artificial turf, refurbishing of crumb rubber, and installation and removal of portable pitching mounds. Additionally, City will solely and actively maintain all natural vegetation intimately associated with the Varsity baseball, Junior Varsity baseball, and Sanger softball fields. The City will also be responsible for maintenance of all backstop structures, backstop netting and bleachers.

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

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

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

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

The Schools shall exercise reasonable diligence in preserving the aesthetic look and integrity of the facilities and artificial turf when in use and for the clean-up of any waste, stains

or damage due to the use of sunflower seeds and/or smokeless tobacco and chewing gum that occur during School events.

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

3. COORDINATION

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

4. COMPENSATION

The Schools will also pay the City a sum of \$112,140.50, annually, to offset maintenance expenses incurred with the daily operation of said fields. Compensation from Schools to City will be made for the purpose set forth herein. Strict accountability of all receipts and payments will be maintained by City and Schools.

The City will pay the Schools \$10,119.75 annually for coaches to maintain facilities as agreed.

All payments will be due on the following dates:

July 10, 2024

July 10, 2025

July 10, 2026

July 10, 2027

5. CAPITAL PROJECTS/IMPROVEMENTS

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

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

6. TERMS

This Memorandum of Understanding shall begin on the date when executed by all parties, and shall continue in full force and effect, for a period of a one (1) year term with the option for three (3) additional one-year terms. Each term ending at the conclusion of all regular

season and/or post season N.M.A.A. sanctioned games. Either side may terminate or renew this agreement with thirty (30) days advanced written notice.

#### 7. MISCELLANEOUS

In the event the Schools are in need of an additional field operated by City, not located in this complex for the purpose of practice, games or tournaments during their school seasons, the maintenance requirements outlined in Section 2 of this Amended Agreement will extend to any other facilities utilized by Schools during an overflow situation. Schools shall notify City of reasonably certain overflow situation associated with games or tournaments during the school season at least seven (7) days in advance of the potential overflow situation. All other maintenance required on any additional field for an overflow situation would be performed by the City at its sole expense. Request for overflow fields will be considered by the City if there are no previously scheduled events taking place on the overflow fields as requested by the School.

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

#### Use of Clay Pitching Mound on Varsity Field:

The clay mound that the Schools staff has constructed on Varsity Field will remain in place on Varsity Field throughout the 2027 HHS Baseball Season and continue to be in place until the conclusion of all regular season or post-season N.M.A.A. sanctioned games played during the 2026 season. The all turf mound currently placed on the Junior Varsity Field shall remain in place during all times applicable under this agreement. The Schools and City, in good faith, shall continue to communicate regarding best practices and use of mounds at the end of the 2026 N.M.A.A. baseball season. Prior to conclusion of the 2027 HHS Baseball season, the City Manager (or designee) and the Superintendent of Hobbs Municipal Schools (or designee) will meet to discuss use of the clay mound and/or portable mound for future considerations.

#### 8. APPROVAL

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

9. NO ORAL MODIFICATION

The forgoing constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties. Amendments and alterations to this Amended Agreement may be made in writing from time to time as the parties agree.

10. CHOICE OF LAW

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

11. SEVERABILITY:

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

12. SOVEREIGN IMMUNITY

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

13. LIABILITY

Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act. Owner(s) of building(s) will maintain liability and property insurance and hold each other harmless for any losses. (this provision added at the suggestion of the New Mexico Self Insurer's Fund contact for the City of Hobbs)

14. INSURANCE

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

newly erected facilities will be determined and mutually agreed upon prior to the inception of any construction. (this provision added at the suggestion of the New Mexico Self Insurer's Fund contact for the City of Hobbs)

[required signatures on next page]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ of \_\_\_\_\_, 2024.

ATTEST:

HOBBS MUNICIPAL SCHOOLS

\_\_\_\_\_  
PEGGY APPLETON, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
GENE STRICKLAND, Superintendent

\_\_\_\_\_  
Date

THE CITY OF HOBBS, NEW MEXICO

\_\_\_\_\_  
SAM COBB, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
MANNY GOMEZ, City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Valerie S. Chacon  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney for Hobbs Municipal Schools

\_\_\_\_\_  
Date





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 17, 2024

SUBJECT: CONSIDER APPROVAL OF A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE UNITED WAY OF LEA COUNTY FOR A WHEELCHAIR BASKETBALL TOURNAMENT

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: June 6, 2024
SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

In June 2023, the City of Hobbs Recreation Department, and the Center of Recreational Excellence (CORE) partnered with the United Way of Lea County to conduct a Wheelchair Basketball Tournament at the CORE. This very successful event provided recreation opportunities for both adaptive recreation participants and able-bodied participants. Both the City of Hobbs and the United Way of Lea County desire to once again conduct a Wheelchair Basketball Tournament at the CORE on Saturday, June 29. The United Way of Lea County will conduct all registration, marketing, promotion and advertising for the tournament, and will pay the City of Hobbs for the use of the CORE's gymnasium.

The proceeds from the 2024 tournament, just as in 2023, will go toward providing adaptive recreation opportunities for residents of Lea County who do not have the financial means to pay for such opportunities. These proceeds will also provide for any maintenance or repairs needed on the City's ten (10) wheelchairs kept at the CORE for adaptive recreation activities.

Fiscal Impact

Reviewed by: [Signature]
Finance Department

The City of Hobbs will receive \$800.00 from the United Way of Lea County for the use of the CORE's Gymnasium. The City will also be able to request funds from the United Way to assist with funding of adaptive recreation opportunities for those without the financial means to pay for adaptive recreation activities/programs/events.

Attachments: Resolution, Copy of the Memorandum of Understanding

Legal Review:

Approved As To Form:

[Signature]
City Attorney

Recommendation:

Staff recommends that the Commission consider approving 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. 7488

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH  
THE UNITED WAY OF LEA COUNTY  
TO CONDUCT A WHEELCHAIR BASKETBALL TOURNAMENT

WHEREAS, the City of Hobbs and the United Way of Lea County seek to maintain a harmonious relationship for the benefit of the residents of Hobbs, New Mexico; and

WHEREAS, the City of Hobbs and the United Way of Lea County successfully conducted a Wheelchair Basketball Tournament in June 2023, and wish to do so again on June 29, 2024; and

WHEREAS, the proceeds from these tournaments will be used to fund adaptive recreation opportunities for those needing financial assistance, and will fund any needed repairs or maintenance to the City's ten (10) wheelchairs used for adaptive recreation activities.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor and City Manager be and are hereby directed to execute a Memorandum of Understanding with the United Way of Lea County for the above services.

PASSED, ADOPTED AND APPROVED this 17th day of June, 2024.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

**MEMORANDUM OF AGREEMENT FOR A WHEELCHAIR BASKETBALL TOURNAMENT  
BETWEEN THE UNITED WAY OF LEA COUNTY AND THE CITY OF HOBBS**

THIS MEMO OF AGREEMENT FOR A WHEELCHAIR BASKETBALL TOURNAMENT made and entered into by and between the City Commission of the City of Hobbs, New Mexico (hereinafter "City"), and the United Way of Lea County (hereinafter "United Way"),

WHEREAS, the City and United Way previously entered into a Professional Services Agreement for a Wheelchair Basketball Tournament in June 2023, said agreement was approved by the City Manager; and

WHEREAS, the partnership between the City and United Way for a Wheelchair Basketball Tournament in June 2024 would be better served by entering into a Memorandum of Agreement; and

WHEREAS, it is deemed that this agreement is for the common good to the contracting parties and general public.

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

1. SCOPE OF SERVICES

The City of Hobbs and the United Way of Lea County wish to collaborate, again, to co-host a Wheelchair Basketball Tournament to be played on the aforementioned time and date in the gymnasium at the CORE. Staff from the City and United Way will assist with administrative duties of this event. United Way will take on all advertising and marketing efforts related to this event. Staff from both organizations will collaborate to ensure that this event is a fun, safe and successful one for all participants.

2. USE OF SITE

The Wheelchair Basketball Tournament will be played at the CORE (Center of Recreational Excellence, 4827 N. Lovington Highway, Hobbs, NM 88240) on Saturday, June 29, 2024. The tournament will be played in the CORE's gymnasium. There will be no other activities related to this event, on any other date.

3. MAINTENANCE

The City shall be responsible for maintenance of the CORE during the event. Staff from both the City and United Way will collaborate to ensure that the tournament is being played conditions that are safe and clean for all participants.

Trash and general cleanliness of the facilities, shall be the sole responsibility of the City. Staff from both the City and United Way should ensure that all trash created by this event in the gymnasium is being placed in trash receptacles.

4. COORDINATION

The Recreation Department and CORE staff shall coordinate issues regarding use of the CORE's gymnasium for this event so that this event can take place.

5. COMPENSATION

- A. The United Way will pay the City of Hobbs \$800.00.
- B. The United Way will collect all team registration fees/revenue. The United Way will also pay all officials that officiate in this event.
- C. The United Way will solicit sponsors for this event and shall be entitled to keep all sponsorship revenue.
- D. Any proceeds from this event will be kept by the United Way to assist with the adaptive recreation needs in Lea County. The City may request use of these funds for adaptive recreation participants. Proceeds will also assist with maintenance and repair of the City's wheelchairs which the JF Maddox Foundation gifted to the City via a grant.

6. TERMS

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

7. APPROVAL

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

8. NO ORAL MODIFICATION

The forgoing constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties. Amendments and alterations to this Amended Agreement may be made in writing from time to time as the parties agree.

9. CHOICE OF LAW

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

10. SEVERABILITY:

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

12. SOVEREIGN IMMUNITY

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

13. LIABILITY

Each party agrees to bear liability and responsibility for the negligent, reckless or deliberate acts or omissions of their own officers and employees, as limited by the New Mexico Tort Claims Act. Owner(s) of building(s) will maintain liability and property insurance and hold each other harmless for any losses.

14. INSURANCE

Both the City of Hobbs and United Way will maintain liability insurance or qualify as a self-insured entity, as required by law. Plans and ownership of any newly erected facilities will be determined and mutually agreed upon prior to the inception of any construction.

[required signatures on next page]

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals this \_\_\_\_\_ of \_\_\_\_\_, 2024.

ATTEST:

UNITED WAY OF LEA COUNTY

\_\_\_\_\_  
BECCA TITUS, Executive Director  
The United Way of Lea County

\_\_\_\_\_  
Date

THE CITY OF HOBBS, NEW MEXICO

\_\_\_\_\_  
SAM COBB, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
MANNY GOMEZ, City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Valerie S. Chacon, City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney for The United Way of Lea County

\_\_\_\_\_  
Date



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 17th, 2024

SUBJECT: AWARD PROPOSAL No 551-24 FOR HVAC REPAIRS/REPLACEMENT FOR THE CITY OF HOBBS
DEPT. OF ORIGIN: General Services Dept.
DATE SUBMITTED: 06-08-2024
SUBMITTED BY: Shelia Baker

Summary:
Proposals were due by 5:00 PM on Wednesday, June 5, 2024, for HVAC Repairs/Replacement. There are approximately 25 City Buildings which may require services. The service includes repair and/or replacement of standard freon and/or liquid cooled HVAC systems to include duct work and appropriate HVAC plumbing.
An advertisement was placed in the local newspaper. Three proposals were submitted and evaluated based on specified criteria. It is the desire of the evaluation committee to multi-award the contract to After Hours Heating and Air Conditioning, Valuable A/C & Heating, and ABSW. When a HVAC project is identified, a work order will be created and provided to the Contractor. The Contractor will provide a time schedule and cost estimate, utilizing the contract rates.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

Amount Budgeted: \$76,208.22
Budgeted Line Item: 010421-44901-00285

Attachments: Bid Summary Sheet and Total Score Sheet

Legal Review:

Approved As To Form: Valerie S. Chacon
City Attorney

Recommendation: Staff recommends multi-awarding proposal to After Hours Heating & Air Conditioning, ABSW and Valuable A/C & Heating

Approved For Submit 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. \_\_\_\_\_

**RFP No. 551-24 TOTAL  
SCORE SHEET**

**AVERAGE  
COMMITTEE  
SCORING**

<b>HVAC REPAIRS/REPLACEMENT FOR THE CITY OF HOBBS</b>	<b>MAX PNTS</b>	<b>AFTER HOURS</b>	<b>VALUABLE AC&amp; HEATING</b>	<b>ABSW</b>
1. (1A) MM80 HVAC TECH ESTIMATED HOURS 200 (Price Per Hour) (1B) HVAC ASSISTANT ESTIMATED HOURS 200(PRICE PER HOUR) (1C) CRANE ESTIMATED HOURS 60 (1D) MAN LIFT ESTIMATED HOURS 60 (PRICE PER HOUR)	50	50	45	40
2. REFERENCE CHECK OF PAST/PRESENT CUSTOMERS THIS WILL BE EVALUATED FOR QUALITY OF WORK AS REPORTED BY REFERENCES	25	25	15	20
3. A MINIMUM OF 2 YEARS OF EXPERIENCE IN SIMILAR HVAC SERVICES.	25	20	15	25
4. RESIDENT BIDDER/PREFERENCE OR VETERANS PREFERENCE	10	0	0	0
<b>TOTAL</b>	<b>110</b>	<b>95</b>	<b>75</b>	<b>85</b>



RFP/ BID SUMMARY

BID/PROPOSAL NO. 551-24

FURNISH HVAC Repairs / maintenance

BIDDER	After Hours	Valuable A/c	ABSW	
NM CONTRACTORS LICENSE				
BID BOND				
ADDENDUMS				
BID FORM				
SUBCONTRACTORS LIST				
RESIDENT BIDDERS PREFERENCE NO.	no ✓	none ✓	✓ none	
VETERANS PREFERENCE	no ✓	none ✓	✓ none	
CAMPAIGN CONTRIBUTION FORM	✓	✓	✓	
NON-COLLUSION AFFIDAVIT	✓	✓	✓	
RELATED PARTY DISCLOSURE FORM	✓	✓	✓	
CERTIFICATION REGARDING DEBARMENT	✓	✓	✓	
BASE BID TOTAL	Price Per hour	Price Per hour	Price Per hour	
1. Mingo HVAC Tech Estimated 200 hours	\$120 <sup>00</sup>	\$195 <sup>00</sup>	\$150 <sup>00</sup>	
2. HVAC Assistant Estimated 200 hours	\$60 <sup>00</sup>	\$47.50	\$95 <sup>00</sup>	
3. Crane Estimated 50 hours	\$200 <sup>00</sup>	\$450 <sup>00</sup>	\$265 <sup>00</sup>	
4. Luan lift Estimated 50 hours	\$40 <sup>00</sup>	\$250 <sup>00</sup>	\$50 <sup>00</sup>	
TOTAL				



# **ACTION ITEMS**



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 17th, 2024

SUBJECT: A RESOLUTION APPROVING THE FY 2026-2030 INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP).

DEPT. OF ORIGIN: Engineering / Planning
DATE SUBMITTED: June 6th, 2024
SUBMITTED BY: Todd Randall, Asst. City Manager and Anthony Henry, Acting City Engineer

Summary:

May 21st - Planning Board Top 10 Project Recommendation and Public Comment
June 3rd - City Commission discussion item of ICIP Process and Projects
The City Commission is requested to establish the TOP 5 PROJECTS for inclusion within the ICIP Plan...

Fiscal Impact:

Reviewed By: Valerie S. Chacon
Finance Department

The City will be financially impacted negatively if the ICIP is not approved and sent to the State, as the City will be ineligible for State grant funding for City projects.

Attachments: Resolution and ICIP plan

Legal Review:

Approved As To Form: Valerie S. Chacon
City Attorney

Recommendation:

Staff requests that the Commission consider approval of the Resolution to adopt the ICIP Plan.

Approved For Submittal By:

TODD RANDALL

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. 7489

**A RESOLUTION APPROVING THE FISCAL YEAR 2026-2030 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP).**

WHEREAS, the City of Hobbs recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue strategic actions and objectives to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in the short and long range capital planning efforts.

WHEREAS, on May 21<sup>st</sup>, the City of Hobbs Planning Board conducted a Public Hearing and discussed the proposed capital improvement plan, and after due review and with recommendations for minor modifications, the Planning Board unanimously approved the draft plan and recommended approval by the City Commission.

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

1. The City of Hobbs hereby adopts the attached Infrastructure Capital Improvements Plan, subject to availability of funds; and
2. The City intends that this Plan will be a working document and one of many steps toward improving rational, long range capital planning and budgeting for New Mexico's infrastructure.

PASSED, ADOPTED AND APPROVED this 17<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

**Fiscal Year 2026 – 2030  
Local Infrastructure  
Capital Improvement Plan  
(ICIP)**



*City of Hobbs*

**MAYOR**

**Sam D. Cobb**

**CITY COMMISSION**

**Joseph D. Calderón, Mayor Pro Tem**

**R. Finn Smith**

**Christopher Mills**

**Larron B. Fields**

**Roy Dwayne Penick**

**Don R. Gerth**

**CITY MANAGER**

**Manny Gomez**



**CITY OF HOBBS  
2026 - 2030 ICIP Project List  
City Commission Recommendations  
Top 5 Priority List**

- #1**
- #2**
- #3**
- #4**
- #5**



**CITY OF HOBBS  
2026 – 2030 ICIP Project List  
Planning Board Recommendations  
Top 10 List**

- 1 Street Improvements / Resurfacing**
- 2 Drainage Master Plan & Improvements**
- 3 Joe Harvey Blvd. Improvements**
- 4 West College Lane Realignment**
- 5 Citywide Fiber Network**
- 6 Municipal Facility Security Improvements**
- 7 West Bender Widening Project & Drainage**
- 8 Gateway Corridor Beautification**
- 9 Aquatic Facility**
- 10 Dal Paso - Glorietta Traffic Signal**

New Rank	Last YR	Project Title	Proposed FY 2026	2027	2028	2029	2030
01	01	Street Improvements / Resurfacing	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000
02	02	Drainage Master Plan & Improvements	750,000	250,000	250,000	250,000	250,000
03	03	Joe Harvey Blvd. Improvements	750,000	7,500,000	-	-	-
04	06	West College Lane Realignment	12,000,000	-	-	-	-
05	07	Citywide Fiber Network	6,000,000	-	-	-	-
06	08	Municipal Facility Security Improvements	1,000,000	1,000,000	-	-	-
07	10	West Bender Widening Project & Drainage	2,500,000	11,000,000	-	-	-
08	11	Gateway Corridor Beautification	500,000	500,000	500,000	500,000	500,000
09	14	Aquatic Facility	11,000,000	-	-	-	-
10	-	Dal Paso - Glorietta Traffic Signal	750,000	-	-	-	-
11	09	Comprehensive / Strategic Plan	180,000	-	-	-	-
12	13	All Inclusive Playground	1,500,000	-	-	-	-
13	19	SR 18 - Dal Paso Improvements	3,750,000	3,500,000	3,500,000	-	-
14	-	Potable Ground Water Storage Tank Liner	800,000	-	-	-	-
15	15	Taylor Ranch Improvements	800,000	10,000,000	-	-	-
16	16	Public Safety Vehicle and Equipment	1,500,000	1,000,000	1,000,000	1,000,000	1,000,000
17	04	Fire / Police Training Facility	5,000	3,500,000	-	-	-
18	27	Animal Care Service Center	1,500,000	-	-	-	-
19	17	Community Broadband Improvements	300,000	300,000	300,000	300,000	300,000
20	18	Mobile Rd Improvements	250,000	1,500,000	-	-	-
21	12	RR Crossing Upgrades and New Crossings	150,000	-	150,000	-	150,000
22	20	East Skelly and Midwest Improvements	250,000	2,500,000	-	-	-
23	21	HPD Mobile Command Post	1,100,000	-	-	-	-
24	22	Pickleball Facilities	2,000,000	-	-	-	-
25	23	Infrastructure / Utility Extensions	750,000	750,000	750,000	750,000	750,000
26	25	Harry McAdams Park Improvements	2,500,000	-	-	-	-
27	-	HIAP Industrial Park Improvement	11,000,000	-	-	-	-
28	05	Water Wells Program	500,000	500,000	500,000	500,000	500,000
29	26	Downtown Improvements	3,000,000	-	-	-	-
30	29	School Zone Traffic Improvements	250,000	250,000	-	-	-
31	30	Municipal Vehicles and Equipment	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000



New Rank	Last YR	Project Title	Proposed FY 2026	2027	2028	2029	2030
32	31	Public Facility Roof Reconstruction	1,000,000	-	500,000	-	500,000
33	32	WWRF - Scada Improvements	7,000,000	-	-	-	-
34	33	Backup Data Center	250,000	1,400,000	-	-	-
36	34	Rockwind Grill Remodel	250,000	-	-	-	-
38	36	Eagle IC Cameras	450,000	-	-	-	-
39	38	HPD Improvements	300,000	2,500,000	-	-	-
40	39	Boone Cemetery Renovation	250,000	-	-	-	-
41	40	Ground Water Remediation - WWRF	1,000,000	1,000,000	300,000	-	-
42	41	Sewer Main Replacement	1,000,000	500,000	500,000	500,000	500,000
44	42	Water Main Replacement	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
45	44	Prairie Haven Improvements	1,000,000	250,000	250,000	250,000	200,000
46	45	Rockwind Golf Course Drainage Improvements	1,000,000	-	-	-	-
47	46	Green Meadows - Annexation & Improvements	600,000	500,000	-	-	-
48	47	AMR - Water Meter Replacement Program	1,250,000	1,250,000	-	-	-
50	48	Heizer Park Renovations	500,000	2,000,000	-	-	-
51	50	Projection of Smith Ln	350,000	-	-	-	-
52	51	Skate/Bike Park	1,600,000	-	-	-	-
53	52	Public Facility HVAC Improvements	500,000	-	500,000	-	500,000
54	53	Water Effluent Improvements	2,500,000	500,000	500,000	0	0
55	55	Manhole Repair Program	60,000	60,000	60,000	60,000	60,000
56	59	Veteran's Memorial - Safety Netting	50,000	-	-	-	-
57	60	Veteran's Memorial - Grandstand	1,500,000	-	-	-	-
58	57	Arterial COOP Project	175,000	175,000	175,000	175,000	175,000
59	58	ADA Intersection Improvement Project	50,000	50,000	50,000	50,000	50,000
60	56	MAP Roadway Rehabilitation Projects	600,000	600,000	600,000	600,000	600,000
01	01	Outdoor Range Phase II	-	450,000	-	-	-
02	02	Retention / Detention Basin Renovations	-	500,000	500,000	500,000	500,000
03	03	Northwest Bypass	-	600,000	500,000	18,400,000	-
04	04	Projection of Central West	-	75,000	750,000	-	-
05	05	Traffic Signal Upgrades on SR 18	-	800,000	250,000	250,000	250,000
06	06	Green Meadows Park Renovation	-	2,000,000	-	-	-

New Rank	Last YR	Project Title	Proposed FY 2026	2027	2028	2029	2030
07	07	Artificial Sportfield Turf	-	4,200,000	-	-	-
08	08	Traffic Study Update	-	350,000	-	-	-
09	09	Ambulance	-	300,000	-	300,000	-
10	10	SR 18 - Sewer Trunk Line Extension	-	3,500,000	-	-	-
11	11	Rockwind Golf Course - Teaching Facility	-	800,000	-	-	-
12	12	Parks and Rec. Master Plan Study	-	180,000	-	-	-
13	13	Install Equipment Wash Bays	-	1,200,000	-	-	-
14	14	Grimes Str Improvements	-	500,000	2,500,000	2,500,000	2,500,000
01	01	Wildland Fire Apparatus	-	-	450,000	-	-
02	02	New Elevated Water storage	-	-	5,000,000	-	-
03	03	Water System Improvements (North Reservoir)	-	-	10,000,000	-	-
04	04	Apache Dr/Fowler St Utilities Extension	-	-	75,000	750,000	-
05	05	Del Norte Park Expansion Area	-	-	4,500,000	-	-
06	-	New Potable Ground Water Storage Tanks	-	-	1,500,000	1,500,000	-
01	01	Millen Projection	-	-	-	3,000,000	-
02	02	Fowler Street Extension	-	-	-	2,500,000	-
03	03	Bender Median Renovations	-	-	-	750,000	-
04	04	Turner Improvements	-	-	500,000	2,500,000	2,500,000
01	01	Southeast Bypass	-	-	-	-	19,000,000
03	03	Bensing South Projection	-	-	-	-	1,750,000
04	-	WWRF - Dryer Replacement	-	-	-	-	6,000,000

<b>Number of projects:</b>	<b>Year: 1</b>	<b>Year: 2</b>	<b>Year: 3</b>	<b>Year: 4</b>	<b>Year: 5</b>
<b>Grand Totals</b>	<b>103,070,000</b>	<b>82,790,000</b>	<b>49,410,000</b>	<b>50,385,000</b>	<b>51,035,000</b>



# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 17, 2024

**SUBJECT:** Resolution Adopting Budgetary Adjustment #5 for the Fiscal Year 2023-2024  
**DEPT. OF ORIGIN:** Finance Department  
**DATE SUBMITTED:** June 6, 2024  
**SUBMITTED BY:** Deborah Corral, Assistant Finance Director

**Summary:**

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

Enclosed is budgetary adjustment #5 for the current year. A summary of the funds adjusted is attached to this resolution. After the Commission approves this adjustment, it must be forwarded to the Department of Finance & Administration for approval.

Digitally signed by Deborah Corral  
Date: 2024.06.12 11:47:59 -06'00'

**Fiscal Impact:**

Reviewed By: Deborah Corral  
Finance Department

Total revenue increased by \$2,805,000 and total expense increased by \$2,835,000 providing a budgeted ending cash balance of \$91,646,460.26 for all funds.

This budget adjustment includes no inter-fund transfers.  
General fund reserve remains at 51%.

**Attachments:**

- Budget Cash Balance Sheet
- Budgeted Adjustments Detail
- Resolution approving Budget Adjustment for the fiscal year 2023-2024

**Legal Review:**

Approved As To Form: \_\_\_\_\_  
City Attorney

**Recommendation:**

Motion to approve the resolution.

Approved For Submittal By:  
Deborah Corral

Department Director  
City Manager

CITY CLERKS USE ONLY  
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7490

BUDGETARY ADJUSTMENT #5

FISCAL YEAR 2023-2024

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

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

WHEREAS, included in this budgetary adjustment total revenue is increased by \$2,805,000 and total expense is increased by \$2,835,000.

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

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

PASSED, ADOPTED, AND APPROVED this 17th day of June 2024.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

**City of Hobbs BAR #5  
FY24 Fund Summary**

<i>dfa fund</i>			Beginning Cash 6/30/2023	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash
11000	001	GENERAL	76,840,351.72	75,665,726.40	(12,475,098.99)	92,759,681.06	47,271,298.07
29900	002	LAND ACQUISITION	830,648.61	100,000.00		100,000.00	830,648.61
		<b>General Fund Subtotal</b>	<b>77,671,000.33</b>	<b>75,765,726.40</b>	<b>(12,475,098.99)</b>	<b>92,859,681.06</b>	<b>48,101,946.68</b>
20100	110	LOCAL GOV CORR	1,012,394.62	169,000.00		494,500.00	686,894.62
21100	120	POLICE PROTECTION	24,383.39	228,883.39		228,883.39	24,383.39
29900	130	P D N (parif, drug, narcotics)	1,918.75	-		1,918.75	-
29900	150	COPS GRANT	8,881.98	-	(8,881.98)	-	-
21700	160	RECREATION (CORE)	1,000.00	1,626,400.00	4,423,320.12	6,049,720.12	1,000.00
21900	170	OLDER AMERICAN	1,000.00	271,966.00	1,076,883.10	1,318,559.04	31,290.06
51800	180	GOLF	1,000.00	1,031,250.00	3,376,523.06	4,360,003.06	48,770.00
50600	190	CEMETERY	1,000.00	216,650.00	924,102.90	1,140,752.90	1,000.00
50400	200	AIRPORT	690,720.93	185,574.32		318,500.00	557,795.25
30300	210	LEGISLATIVE APPROPRIATIONS	1,000.00	7,857,134.01		7,275,553.12	582,580.89
21800	220	INTERGOVERNMENTAL GRANTS	27,912,727.17	2,800,000.00		30,712,727.17	-
21400	230	LODGERS' TAX	1,062,654.52	1,725,000.00	(397,403.00)	1,227,835.00	1,162,416.52
27000	240	LG ABATEMENT FUND (OPIOID)	119,300.36	489,000.00		489,000.00	119,300.36
28000	250	CANNABIS EXCISE TAX FUND	643,025.95	950,000.00	(603,000.00)	30,000.00	960,025.95
29900	270	PUBLIC TRANSPORTATION	1,000.00	2,247,076.92	250,000.00	1,618,584.28	879,492.64
20900	280	FIRE PROTECTION	1,221,313.43	1,092,725.00		1,190,654.05	1,123,384.38
20600	290	EMER MEDICAL SERV	2,595.39	42,362.00		42,362.00	2,595.39
21210	300	2022 Retention LER	139,316.51	1,425,000.00		1,562,952.47	1,364.04
29900	310	LEDA	-	-	3,361,696.47	3,361,696.47	-
21220	320	2023 Recruitment LER	-	750,000.00	-	750,000.00	-
		<b>Special Revenue Subtotals</b>	<b>32,845,233.00</b>	<b>23,108,021.64</b>	<b>12,403,240.67</b>	<b>62,174,201.82</b>	<b>6,182,293.49</b>
30200	370	COMM DEVE CONST	82,327.62	750,000.00	464,806.80	1,296,134.42	1,000.00
39900	460	BEAUTIFICATION IMPROVEMENT	1,538,849.89	-	(200,000.00)	-	1,338,849.89
21600	480	STREET IMPROVEMENTS	5,668,692.61	2,125,000.00		7,739,692.68	53,999.93
39900	490	CITY COMM. IMPROVEMENTS	10,109,110.76	2,500,000.00	(8,682,133.41)	85,000.00	3,841,977.35
		<b>Capital Project Subtotals</b>	<b>17,398,980.88</b>	<b>5,375,000.00</b>	<b>(8,417,326.61)</b>	<b>9,120,827.10</b>	<b>5,235,827.17</b>
40400	510	UTILITY BOND	-	-	307,005.74	307,005.74	-
40400	530	WASTEWATER BOND	1,989,842.96	-	2,442,795.99	2,442,795.99	1,989,842.96
		<b>Debt Service Subtotals</b>	<b>1,989,842.96</b>	<b>-</b>	<b>2,749,801.73</b>	<b>2,749,801.73</b>	<b>1,989,842.96</b>
50200	100	SOLID WASTE	2,872,856.74	7,750,000.00		7,900,000.00	2,722,856.74
39900	440	JOINT UTILITY EXTENSIONS CAPIT	1,000.00	250,000.00	2,717,326.61	2,967,326.61	1,000.00
50100	600	JOINT UTILITY	1,000.00	-	8,324,608.75	8,324,608.75	1,000.00
50100	610	JOINT UTILITY CONST	1,000.00	-	5,408,103.85	5,408,103.85	1,000.00
50300	620	WASTE WATER PLANT CONST	6,857,812.29	1,400,000.00	10,267,587.97	18,524,400.26	1,000.00
50300	630	JOINT UTILTIY - WASTEWATER	1,000.00	-	6,723,457.65	6,723,457.65	1,000.00
50300	650	JOINT UTILTIY INCOME - WASTEVE	10,856,602.76	8,810,000.00	(15,416,164.69)	45,000.00	4,205,438.07
50100	660	JOINT UTILITY INCOME	9,447,098.98	9,275,000.00	(14,058,395.26)	-	4,663,703.72
50100	680	METER DEPOSIT RES	1,405,056.17	375,000.00		375,000.00	1,405,056.17
69900	690	INTERNAL SUPPLY	109,115.46	225,000.00	1,000.00	335,000.00	115.46
		<b>Utility Subtotals</b>	<b>31,552,542.40</b>	<b>28,085,000.00</b>	<b>3,967,524.88</b>	<b>50,602,897.12</b>	<b>13,002,170.16</b>
69900	640	MEDICAL INSURANCE	1,658,623.59	7,776,930.00	1,175,000.00	8,801,000.00	1,809,553.59
69900	670	WORKERS COMP TRUST	1,206,454.59	720,000.00		833,000.00	1,093,454.59
69900	740	INSURANCE - RISK	5,428,141.68	2,872,951.00	1,771,858.32	3,122,951.00	6,950,000.00
		<b>Internal Service Subtotal</b>	<b>8,293,219.86</b>	<b>11,369,881.00</b>	<b>2,946,858.32</b>	<b>12,756,951.00</b>	<b>9,853,008.18</b>
79900	700	MOTOR VEHICLE	1,802.83	5,500,000.00		5,500,000.00	1,802.83
79900	710	MUNI JUDGE BOND FUND	108,174.34	-		-	108,174.34
79900	720	RETIREE HEALTH INSURANCE TRU	9,000,000.00	1,075,000.00	(1,175,000.00)	2,050,000.00	6,850,000.00
79900	730	CRIME LAB FUND	74,148.80	57,000.00		57,000.00	74,148.80
79900	750	FORECLOSURE TRUST FUND	71.88	-		-	71.88
79900	770	LIBRARY TRUST	6,290.69	1,500.00		1,500.00	6,290.69
79900	780	SENIOR CITIZEN TRUST	5,195.94	3,000.00		3,000.00	5,195.94
79900	790	PRAIRIE HAVEN MEM	6,025.45	-		-	6,025.45
79900	800	COMMUNITY PARK TRUST	1,611.76	-		-	1,611.76
79900	820	EVIDENCE TRUST FUND	206,602.63	5,000.00		-	211,602.63
79900	830	HOBBS BEAUTIFUL	15,440.93	10,000.00		10,000.00	15,440.93
79900	860	CITY AGENCY TRUST	1,506.37	1,500.00		2,000.00	1,006.37
		<b>Trust &amp; Agency Subtotals</b>	<b>9,426,871.62</b>	<b>6,653,000.00</b>	<b>(1,175,000.00)</b>	<b>7,623,500.00</b>	<b>7,281,371.62</b>
		<b>Grand Total All Funds</b>	<b>179,177,691.05</b>	<b>150,356,629.04</b>	<b>(0.00)</b>	<b>237,887,859.83</b>	<b>91,646,460.26</b>
				2,805,000.00		2,835,000.00	

51%

BAR #5 Detail

Expense									
Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #3 Request	Total Budget	Comment
001	010201	42706		POLICE ADMINISTRATION	EQUIPMENT UNDER 5000.00	10,000.00	5,000.00	15,000.00	Expense budget for Devon Donation June 2024
001	010220	41101		FIRE/AMBULANCE	SALARIES	5,577,452.77	(167,000.00)	5,410,452.77	
001	010220	41102		FIRE/AMBULANCE	OVERTIME	750,000.00	155,000.00	905,000.00	Transfer of funds for HFD from salary ot overtime to cover budget overruns in the overtime lines
001	010220	41103		FIRE/AMBULANCE	OVERTIME - PERA	225,000.00	12,000.00	237,000.00	
001	010330	42601		RECREATION	PROFESSIONAL SERVICES	189,500.00	30,000.00	219,500.00	Additional funding for summer program - B&G Club
220	224022	44901	00387	INTERGOVERNMENTAL GRANT	LEA COUNTY HOUSING GRANT	-	2,800,000.00	2,800,000.00	FY24 HOUSING GRANT - RECEIVED 05/30/24
<b>Grand Total</b>							<b>2,835,000.00</b>		
Revenue									
Fund	Org	Obj	Proj	Dept Description	Description	Current Budget	BAR #1 Request	Total Budget	Comment
001	019999	30605		GENERAL FUND REVENUE	DONATIONS/CONTRIBUTIONS	(20,000.00)	(5,000.00)	(25,000.00)	Devon Donation for HPD received June 2024
220	229999	30708	00387	INTERGOVERNMENTAL GRANT	LEA COUNTY HOUSING	-	(2,800,000.00)	(2,800,000.00)	FY24 HOUSING GRANT - RECEIVED 05/30/24
<b>Grand Total</b>							<b>(2,805,000.00)</b>		



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 17, 2024

SUBJECT: APPROVE A RESOLUTION TO EXTEND AND THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HOBBS AND THE BOYS AND GIRLS CLUB OF HOBBS FY24

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: June 10, 2024
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. Additionally, the Club will also enter 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 will also provide scorekeepers and the Head Referee for this event.
The City's annual contribution will increase to Ninety-Nine Thousand Dollars (\$99,000.00).
Expenses in the following categories are eligible for reimbursement: Personnel, Other Operating, Capital, Other.

Fiscal Impact

Reviewed by: Deborah Corral (Digitally signed by Deborah Corral Date: 2024.06.12 16:53:18 -06'00')
Finance Department

The City of Hobbs has budgeted the additional \$30,000.00 in the Recreation budget to fund the operation of the Summer Youth and Special Needs programs and the Gus Macker Tournament by the Club. The funds are budgeted in account 01-0330-42601. (Professional Services) (Budget: 210-219999-30718-00323 revenue; 210-42601-00323 expenditure)

Attachments: Resolution, Amendment, and Exhibit 1 Professional Services Agreement

Legal Review:

Approved As To Form:

/s/ Valerie S. Chacon
City Attorney

Recommendation:

Approve the resolution.

Approved For Submittal By:

Doug McDaniel
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. 7491

A RESOLUTION APPROVING FIRST CONTRACTUAL AMENDMENT TO THE  
THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HOBBS  
AND THE BOYS AND GIRLS CLUB OF HOBBS FY24

WHEREAS, the City of Hobbs and the Boys and Girls Club of Hobbs entered into a professional services agreement on July 24, 2023 FY24 in Resolution # 7369; and

WHEREAS, the Boys and Girls Club of Hobbs provides a 9-week summer recreational program for 6-12-year-olds as well as the Gus Macker Basket Ball program; and

WHEREAS, the City of Hobbs seeks to amend the professional services agreement with the Boys and Girls Club of Hobbs, specifically section 2.0 Compensation; and

WHEREAS, the amendment to the 2.0 Compensation aims at increasing the compensation from the City of Hobbs to the Boys and Girls Club of Hobbs from \$69,000.00 Sixty-Nine Thousand to Ninety-nine Thousand Dollars (\$99,000.00) Thousand dollars; and

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

that the Mayor be and is hereby directed to execute an amendment to the Professional Services Agreement with the Boys and Girls Club of Hobbs for FY24.

PASSED, ADOPTED, AND APPROVED this 17<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk



**FIRST CONTRACTUAL AMENDMENT TO THE  
THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HOBBS  
AND THE BOYS AND GIRLS CLUB OF HOBBS FY24**

WHEREAS, on July 24, 2023 the City of Hobbs City Commission approved a professional services agreement between the City of Hobbs (“City”) and the Boys and Girls Club of Hobbs (“Club”) (*attached hereto and incorporated herein as Exhibit 1*); and

WHEREAS, the original term of the Agreement ends on July 30, 2024 and;

WHEREAS, Section 2.0 titled “COMPENSATION” sets forth payment of services by the City on a quarterly basis in an aggregate sum of Sixty-Nine Thousand Dollars (\$69,000.00); and

WHEREAS, the City of Hobbs, seeks to amend the Professional Services with the Boys and Girls Club of Hobbs; and

NOW THEREFORE, for good and valuable consideration acknowledged by the City and the Boys and Girls Club of Hobbs, pursuant to Section 1.0 of the 2023 Agreement, the City and the Boys and Girls Club of Hobbs mutually agree to amend Section 2.0 of the Agreement as follows:

2.1 The City of Hobbs shall pay the Club a sum not to exceed NINETY-NINE THOUSAND DOLLARS (\$99,000.00). The aforesaid amount is budgeted in the FY23-24 annual budget. The aforesaid exceed NINETY-NINE THOUSAND DOLLARS (\$99,000.00) shall be paid in quarterly installments, 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, 2023; the second shall be due on or after January 1, 2024; the third payment on or after April 1, 2024; and the last payment on or after June 1, 2024. The Boys and Girls Club of Hobbs 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: Accounts Payable.

Furthermore, it is the express intent of the City and CONTRACTOR that all other provisions of the July 24, 2023, Professional Services Agreement not specifically addressed herein remain in full force and effect as specifically written and interpreted in the July 24, 2023, Agreement attached hereto and incorporated herein as Exhibit 1.

**[Required Signatures on Next Page]**

BOYS AND GIRLS CLUB OF HOBBS

BY: \_\_\_\_\_  
Misty Funk, CEO  
The Boys and Girls Club of Hobbs

Date: \_\_\_\_\_

CITY OF HOBBS

BY: \_\_\_\_\_  
Sam D. Cobb  
Mayor

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Manny Gomez  
City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Valerie S. Chacon  
City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney for the Boys and Girls Club  
of Hobbs

Date: \_\_\_\_\_

CITY OF HOBBS

RESOLUTION NO. 7369

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT  
WITH THE BOYS AND GIRLS CLUB OF HOBBS  
TO CONDUCT A SUMMER YOUTH PROGRAM, AND SERVICES RELATED TO THE  
GUS MACKER 3-on-3 BASKETBALL TOURNAMENT

WHEREAS, the City of Hobbs and the Boys and Girls Club of Hobbs seek to maintain a harmonious relationship for the benefit of the residents of Hobbs, New Mexico; and

WHEREAS, the Boys and Girls Club of Hobbs has the expertise to conduct, and has conducted a Summer Youth Program and a Special Needs Program previously on the City's behalf while hiring the staff necessary to conduct these programs; and

WHEREAS, the Boys and Girls Club will enter into a contract with Gus Macker for the Gus Macker 3-on-3 Basketball Tournament during the Hobbs Downtown Slam and Jam, and will provide scorekeepers, referees, and staff to successfully conduct this event.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor and City Manager be and are hereby directed to execute a Professional Services Agreement with the Boys and Girls Club of Hobbs for the above services.

PASSED, ADOPTED AND APPROVED this 24<sup>th</sup> day of July, 2023.

  
\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

  
\_\_\_\_\_  
JAN FLETCHER, City Clerk



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

FY24 (July 1, 2023 – June 30, 2024)

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**

The City of Hobbs shall pay the Club a sum not to exceed SIXTY NINE THOUSAND DOLLARS (\$69,000.00) from the City as budgeted in the FY24 annual budget. The aforesaid SIXTY NINE THOUSAND DOLLARS (\$69,000.00) 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, 2023; the second shall be due on or after January 1, 2024; the third payment on or after April 1, 2024; and the last payment on

or after June 1, 2024. The Club 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: Accounts Payable.

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, 2023; January 1, 2024; April 1, 2024; and June 1, 2024. 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 on the date that this agreement is executed and ending June 30, 2024. 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 24<sup>th</sup> day of July, 2023.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

By:   
SAM D. COBB, Mayor

By:   
JAN FLETCHER, City Clerk



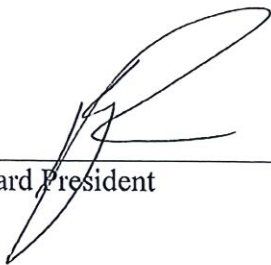
By:   
TOBY SPEARS, Finance Director

By:   
MANNY GOMEZ, City Manager

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





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 17, 2024

SUBJECT: CONSIDER APPROVAL OF A RESOLUTION TO EXTEND AND AMEND (FIRST CONTRACTUAL AMENDMENT 2024) THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HOBBS AND LIFE SKILLS FORE YOUTH OF THE PECOS

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: June 6, 2024
SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

- On July 10, 2023, the City Commission approved a Professional Services Agreement between the City of Hobbs and Life Skills Fore Youth Of The Pecos which funded the First Tee Program at Rockwind Community Links Golf Course in the amount of \$109,560 per year.
The Professional Services Agreement was for one year, with three additional one year renewals available by agreement between both parties.
The City of Hobbs wishes to amend the 2023 Professional Services Agreement, beginning on July 1, 2024, in the amount of \$19,600.00, annually.
These funds, not to exceed \$19,600.00, would be paid on a reimbursement basis to Life Skills Fore Youth Of The Pecos to retain, administer, and compensate a maximum of twenty eight (28) golf professionals who participate in the annual Rockwind Pro-Am Golf Tournament.
The Professional Services Agreement with each of the golf professionals was previously administered by the City of Hobbs. However, Life Skills Fore Youth Of The Pecos, has the knowledge, expertise, and experience in conducting golf tournaments. This amendment, if approved, would allow Life Skills Fore Youth Of The Pecos to both execute the Professional Services Agreements with, and compensate the golf professionals. The City of Hobbs would reimburse Life Skills Fore Youth Of The Pecos for a maximum of twenty-eight (28) golf professionals at \$700.00 each, for a total not to exceed \$19,600.00, per year.

Fiscal Impact

Reviewed by: [Signature]
Finance Department

The City of Hobbs has included \$129,160.00 in the FY25 preliminary budget to fund both the First Tee Program in the amount of \$109,560.00, and the Professional Services Agreements with twenty-eight (28) golf professionals not to exceed \$19,600.00. All payments are made on a reimbursement basis.

Attachments: Resolution, Amendment, Copy of the Professional Services Agreement

Legal Review:

Approved As To Form:

[Signature]
City Attorney

Recommendation:

Staff recommends that the Commission consider approving 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. 7492

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

WHEREAS, on July 10, 2023, 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 will expire on June 30, 2024, and the Agreement allows for a maximum of three (3) one-year renewals with mutual agreement between the parties; and

WHEREAS, the City of Hobbs wishes to increase funding to Life Skills Fore Youth Of The Pecos at an amount not to exceed \$19,600.00, annually, for the remaining three one year renewals of the Professional Services Agreement; and

WHEREAS, Life Skills Fore Youth Of The Pecos has the knowledge, expertise and experience in conducting golf tournaments and will both execute and administer the Professional Services Agreements with the golf professionals, and compensate a maximum of twenty-eight (28) golf professionals not to exceed \$700.00 each; and

WHEREAS, the City of Hobbs will reimburse Life Skills Fore Youth Of The Pecos at an amount not to exceed \$19,600.00 for compensation of golf professionals participating in the Rockwind Pro-Am Golf Tournament.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the three one-year extensions of the original term of the Professional Services Agreement, as amended, 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 17th day of June, 2024.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

**FIRST CONTRACTUAL AMENDMENT (2024)**

**AMENDING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HOBBS AND LIFE SKILLS FORE YOUTH OF THE PECOS**

WHEREAS, on July 10, 2023, the City of Hobbs City Commission approved a professional services agreement between the City of Hobbs ("City") and Life Skills Fore Youth of the Pecos ("Life Skills")(*attached hereto and incorporated herein as Exhibit 1*); and

WHEREAS, the original term of the Agreement was for one year with the option of three one-year renewals; and

WHEREAS, Section 2.0 titled "City's Contribution" sets forth payment of services by the City on a quarterly basis in an aggregate sum of One Hundred and Nine Thousand, Five Hundred and Sixty Dollars (\$109,560.00); and

WHEREAS, the City wishes to increase the amount of funding for Life Skills in FY25, that begins on July 1, 2024, in the amount of NINETEEN THOUSAND, SIX HUNDRED DOLLARS so that Life Skills can retain and compensate a maximum of TWENTY EIGHT (28) Golf Professionals to play in the Rockwind Pro-Am; and

NOW THEREFORE, for good and valuable consideration acknowledged by the City and Life Skills, pursuant to Section 6.10 of the 2023 Agreement, the City and Life Skills mutually agree to amend Section 2.1 of the Agreement as follows:

2.1 The City of Hobbs shall pay Life Skills a sum not to exceed ONE HUNDRED AND TWENTY NINE THOUSAND, ONE HUNDRED AND SIXTY DOLLARS (\$129,160).

The amount of ONE HUNDRED AND NINE THOUSAND, FIVE HUNDRED AND SIXTY DOLLARS (\$109,560) 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, 2024; the second shall be due on or after January 1, 2025; the third payment on or after April 1, 2025; and the last payment on or after June 1, 2025. 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: Accounts Payable.

The amount of NINETEEN THOUSAND, SIX HUNDRED DOLLARS (\$19,600) shall be paid on a reimbursement basis for the compensation of a maximum of TWENTY EIGHT (28) Golf Professionals who will be retained and paid by LIFE SKILLS FORE YOUTH OF THE PECOS for the Golf Professionals' participation in the Rockwind Pro-Am. Life Skills shall submit an invoice to the City of Hobbs with proof of payment(s) for a maximum of TWENTY EIGHT Golf Professionals at a maximum of SEVEN HUNDRED DOLLARS each.

(2)

In the event that the Life Skills does not, for any reason, perform any of the services outlined in regard to payment of the TWENTY EIGHT (28) Golf Professionals in the Rockwind Pro-Am, City may withhold payment under the terms of the Agreement, in the amount commensurate with the service not provided, not to exceed \$19,600.00.

**Any language not specifically identified above shall remain in full force and effect through the remainder of the Agreement term as set forth in Section 4.0 of the Agreement.**

**[Required Signatures on Next Page]**

**LIFE SKILLS FOR YOUTH OF THE PECOS**

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Adrienne Fields, Executive Director**  
**The First Tee of Southeastern New Mexico**

**CITY OF HOBBS**

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Sam D. Cobb**  
**Mayor**

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Manny Gomez**  
**City Manager**

**ATTEST:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**City Clerk**

**Approved as to Form:**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Valerie S. Chacon**  
**City Attorney**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Attorney for Life Skills For Youth Of**  
**The Pecos**

# Exhibit A

## PROFESSIONAL SERVICES AGREEMENT

### CITY OF HOBBS – LIFE SKILLS FORE YOUTH OF SOUTHEASTERN NEW MEXICO

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 Southeastern New Mexico (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, 2023; the second shall be due on or after January 1, 2024; the third payment on or after April 1, 2024; and the last payment on or after June 1, 2024. 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: Accounts Payable.

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 initial term of this agreement will commence on the date of signatures below and will end on June 30, 2024. By mutual agreement between the City and Life Skills, there can be a maximum of three additional one year terms, each with a term of July 1 – June 30. 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.

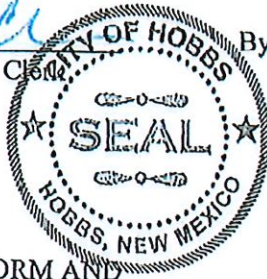
6.13 Life Skills will not issue credit cards drawn on any First Tee account to any City staff.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 10th  
day of July, 2023.

ATTEST:

THE CITY OF HOBBS, NEW MEXICO

JAN FLETCHER  
JAN FLETCHER, City Clerk



By:

SAM D. COBB  
SAM D. COBB, Mayor

MANNY GOMEZ  
MANNY GOMEZ, City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

EFREN CORTEZ  
EFREN CORTEZ, City Attorney

ATTEST:

LIFE SKILLS FORE YOUTH OF  
SOUTHEASTERN NEW MEXICO

By:

ADRIENNE FIELDS  
ADRIENNE FIELDS, Executive Director  
Life Skills Fore Youth of Southeastern New  
Mexico



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 17, 2024

SUBJECT: CONSIDER APPROVAL OF A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH PERMIAN BASIN U.S.S.A FOR USE OF CITY OF HOBBS SPORTS FIELDS FOR YOUTH BASEBALL TOURNAMENTS

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: June 6, 2024
SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

With the completion of the \$5.2 million artificial turf installation project at the Veterans Memorial Complex in 2015, the City of Hobbs entered into two previous agreements with Permian Basin United States Sports Specialty Association for use of the Veterans Memorial Complex to host youth baseball tournaments. These tournaments, which take place on weekends, assist with the City's sports tourism efforts and have generated Lodgers Tax Funds and Gross Receipts Taxes paid by participants. At the May 21, 2024 meeting of the Community Affairs Board, the Community Affairs Board approved the following fees for recommendation to the Hobbs City Commission:

Current Fee
\$25.00 per team

Proposed Fee
\$40.00 per team\*

\*The Community Affairs Board also recommended that the proposed fee begin on January 1, 2025. U.S.S.S.A. will not have to pay this per-team fee to the City for teams that are sanctioned as Hobbs teams.

Fiscal Impact

Reviewed by: [Signature]
Finance Department

Revenue generated from USSSA Tournament fees totaled \$13,185.00 in 2023, and \$9,260.00 to date in 2024. The revenue for 2025 will be dependent on the number of teams participating and the number of tournaments played. Revenue is expected to increase due to the increase in proposed per-team fees.

Attachments: Resolution, Agreement with Permian Basin USSSA for Youth Baseball Tournaments

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Staff recommends that the Commission approve the Resolution.

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7493

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE  
A MEMORANDUM OF UNDERSTANDING WITH THE  
PERMIAN BASIN UNITED STATES SPORTS SPECIALTY ASSOCIATION  
FOR USE OF CITY OF HOBBS SPORTS FIELDS

WHEREAS, the City and the Permian Basin United States Sports Specialty Association (U.S.S.S.A.) seek to enter into an agreement wherein the Hobbs U.S.S.S.A. utilizes City of Hobbs sports fields for youth baseball tournaments; and

WHEREAS, the City of Hobbs and Hobbs U.S.S.S.A. desire to cooperate to host events that will bring visitors to Hobbs to generate both Lodgers Tax and Gross Receipts Tax from those who stay in local hotels, eat in local restaurants, and shop in local retail establishments; and

WHEREAS, the Permian Basin U.S.S.S.A. will pay the City, per team, based on the number of teams participating in these tournaments to offset facility maintenance expenses incurred by the City of Hobbs;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor and City Manager be and are hereby directed to execute a Memorandum of Understanding with the Permian Basin U.S.S.S.A. for use of City of Hobbs sports fields for youth baseball tournaments.

PASSED, ADOPTED AND APPROVED this 17th day of June, 2024.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

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

This Memorandum of Understanding is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Hobbs (hereinafter "CITY") and the Permian Basin United States Sports Specialty Association (U.S.S.S.A.) (hereinafter "LEAGUE").

**PURPOSE**

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

**DUTIES**

**I. CITY DUTIES – PORTABLE PITCHING MOUNDS**

CITY will ensure the following obligations are met:

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

**II. LEAGUE DUTIES – PORTABLE PITCHING MOUNDS**

LEAGUE will ensure the following obligations are met.

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

### III. COMPENSATION – PORTABLE PITCHING MOUNDS

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

### IV. COMPENSATION – TOURNAMENT FEES

- A. For hosting youth baseball tournaments on CITY fields, the LEAGUE will pay the CITY, beginning on January 1, 2025, \$40 per team for each team that does not list Hobbs, New Mexico as the team's hometown on the tournament roster/sanctioning form for each tournament that is held on CITY fields. There will be no fees paid for teams that are listed as having Hobbs, New Mexico as the team's hometown. THE CITY will apply all funds collected from the LEAGUE toward improvements on CITY fields, including the purchase of synthetic turf to be installed in the outfields at the Zia Plex Fields in the future.

Until December 31, 2024, the per-team fee to be paid to the CITY by the LEAGUE, as described above, will be \$25 per team with the exceptions noted above.

- B. The LEAGUE will notify the CITY at least 72 (seventy-two) hours in advance of the time that play will begin for any tournament, the schedule/bracket, and the anticipated number of teams that will be participating.
- C. The per team fees as described above will be paid by the LEAGUE to the CITY at least one business day prior the beginning of play for any tournament. The CITY will instruct the LEAGUE on the proper procedure for payment of these fees.
- D. At least one business day prior to the beginning of any tournament, the LEAGUE will pay the CITY a \$250.00 refundable tournament deposit. The City will refund this fee to the LEAGUE if no damage is incurred to City of Hobbs facilities and all trash is removed by the LEAGUE at the conclusion of the tournament. If CITY staff has to remove trash from the fields or parking lots, the Parks and Open Space Department (POSD) will notify the CITY of

hourly staffing costs incurred for having POSD staff remove trash. This amount will be withheld from the refundable deposit fee.

### **ADDITIONAL REQUIREMENTS FOR TOURNAMENT PLAY**

- A. The LEAGUE shall not allow concessionaires to sell sunflower seeds at any concession building, permanent or temporary, located at the Veteran's Memorial Complexes I, II or III. Nor will they allow any players or spectators to "chew" sunflower seeds during tournament play.
- B. No alcohol nor cannabis is allowed on City fields or in the parking lots for the fields. Violations may result in the LEAGUE losing tournament hosting privileges
- C. No metal cleats allowed, as they cause damage to artificial turf.

### **USE OF VARSITY, JUNIOR VARSITY, SANGER FIELDS, BAKER, McNEIL, AND NICHOL SHEPHARD FIELDS**

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

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

### **COORDINATION**

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

### **MERGER OF AGREEMENT**

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



## **SOVEREIGN IMMUNITY**

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

## **LIABILITY**

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

## **THIRD PARTY BENEFICIARIES**

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

## **INSURANCE**

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

## **TERM**

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

If the initial one (1) year term, and the three (3) additional one-year terms are agreed to by all parties in writing, the fees for successive agreements will be reviewed and any increase in fees will be based on the increase in CPI from the year in which the initial one (1) year term of this contract began, and the conclusion of the year that the third/last additional one-year term ended.

**SEVERABILITY**

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

**GOVERNING LAW**

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

**EFFECTIVE DATE**

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

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

BY: \_\_\_\_\_  
Printed Name & Title  
  
\_\_\_\_\_  
Signature  
Date: \_\_\_\_\_

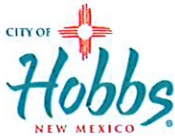
CITY OF HOBBS

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Sam Cobb  
Mayor

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Manny Gomez  
City Manager

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Valerie S. Chacon  
City Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 17, 2024

SUBJECT: CONSIDER APPROVAL OF A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH HOBBS U.S.S.A FOR USE OF CITY OF HOBBS SPORTS FIELDS FOR ADULT SLOWPITCH TOURNAMENTS

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: June 6, 2024
SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

With the completion of the \$5.2 million artificial turf installation project at the Veterans Memorial Complex in 2015, the City of Hobbs entered into two previous agreements with Hobbs United States Sports Specialty Association for use of the Veterans Memorial Complex to host adult slowpitch softball tournaments. These tournaments, which take place on weekends, assist with the City's sports tourism efforts and have generated Lodgers Tax Funds and Gross Receipts Taxes paid by participants. At the May 21, 2024 meeting of the Community Affairs Board, the Community Affairs Board approved the following fees for recommendation to the Hobbs City Commission:

Current Fee
\$30.00 per team

Proposed Fee
\$40.00 per team\*

\*The Community Affairs Board also recommended that the proposed fee begin on January 1, 2025. U.S.S.S.A. will not have to pay this per-team fee to the City for teams that are sanctioned as Hobbs teams.

Fiscal Impact

Reviewed by: [Signature]
Finance Department

Revenue generated from USSSA Tournament fees totaled \$13,185.00 in 2023, and \$9,260.00 to date in 2024. The revenue for 2025 will be dependent on the number of teams participating and the number of tournaments played. Revenue is expected to increase due to the increase in proposed per-team fees.

Attachments: Resolution, Agreement with Hobbs USSSA for Adult Slowpitch Tournaments

Legal Review:

Approved As To Form:
[Signature]
City Attorney

Recommendation:

Staff recommends that the Commission approve the Resolution.

Approved For Submittal By:

[Signature] Department Director
[Signature] City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 7494

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE  
A MEMORANDUM OF UNDERSTANDING WITH THE  
HOBBS UNITED STATES SPORTS SPECIALTY ASSOCIATION  
FOR USE OF CITY OF HOBBS SPORTS FIELDS

WHEREAS, the City and the Hobbs United States Sports Specialty Association (U.S.S.S.A.) seek to enter into an agreement wherein the Hobbs U.S.S.S.A. utilizes City of Hobbs sports fields for adult slowpitch softball tournaments; and

WHEREAS, the City of Hobbs and Hobbs U.S.S.S.A. desire to cooperate to host events that will bring visitors to Hobbs to generate both Lodgers Tax and Gross Receipts Tax from those who stay in local hotels, eat in local restaurants, and shop in local retail establishments; and

WHEREAS, the Hobbs U.S.S.S.A. will pay the City, per team, based on the number of teams participating in these tournaments to offset facility maintenance expenses incurred by the City of Hobbs;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor and City Manager be and are hereby directed to execute a Memorandum of Understanding with the Hobbs U.S.S.S.A. for use of City of Hobbs sports fields for adult slowpitch softball tournaments.

PASSED, ADOPTED AND APPROVED this 17th day of June, 2024.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

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

This Memorandum of Understanding is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Hobbs (hereinafter "CITY") and the Hobbs United States Sports Specialty Association (U.S.S.S.A.) Adult Slowpitch (hereinafter "LEAGUE").

**PURPOSE**

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

**I. COMPENSATION – TOURNAMENT FEES**

- A. For hosting adult slowpitch tournaments on CITY fields, the LEAGUE will pay the CITY, beginning on January 1, 2025, \$40 per team for each team that does not list Hobbs, New Mexico as the team's hometown on the tournament roster/sanctioning form for each tournament that is held on CITY fields. There will be no fees paid for teams that are listed as having Hobbs, New Mexico as the team's hometown. THE CITY will apply all funds collected from the LEAGUE toward improvements on CITY fields, including the purchase of synthetic turf to be installed in the outfields at the Zia Plex Fields in the future.

Until December 31, 2024, the per-team fee to be paid to the CITY by the LEAGUE, as described above, will be \$30 per team with the exceptions noted above.

- B. The LEAGUE will notify the CITY at least 72 (seventy-two) hours in advance of the time that play will begin for any tournament, the schedule/bracket, and the anticipated number of teams that will be participating.
- C. The per team fees as described above will be paid by the LEAGUE to the CITY at least one business day prior the beginning of play for any tournament. The CITY will instruct the LEAGUE on the proper procedure for payment of these fees.
- D. At least one business day prior to the beginning of any tournament, the LEAGUE will pay the CITY a \$250.00 refundable tournament deposit. The City will refund this fee to the LEAGUE if no damage is incurred to City of Hobbs facilities and all trash is removed by the LEAGUE at the conclusion of the tournament. If CITY staff has to remove trash from the fields or parking lots, the Parks and Open Space Department (POSD) will notify the CITY of

hourly staffing costs incurred for having POSD staff remove trash. This amount will be withheld from the refundable deposit fee.

#### **ADDITIONAL REQUIREMENTS FOR TOURNAMENT PLAY**

- A. The LEAGUE shall not allow concessionaires to sell sunflower seeds at any concession building, permanent or temporary, located at the Veteran's Memorial Complexes I, II or III. Nor will they allow any players or spectators to "chew" sunflower seeds during tournament play.
- B. No alcohol nor cannabis is allowed on City fields or in the parking lots for the fields. Violations may result in the LEAGUE losing tournament hosting privileges
- C. No metal cleats allowed, as they cause damage to artificial turf.

#### **USE OF VARSITY, JUNIOR VARSITY, SANGER FIELDS, BAKER, McNEIL, AND NICHOL SHEPHARD FIELDS**

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

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

#### **COORDINATION**

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

#### **MERGER OF AGREEMENT**

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

## **SOVEREIGN IMMUNITY**

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

## **LIABILITY**

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

## **THIRD PARTY BENEFICIARIES**

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

## **INSURANCE**

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

## **TERM**

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

If the initial one (1) year term, and the three (3) additional one-year terms are agreed to by all parties in writing, the fees for successive agreements will be reviewed and any increase in fees will be based on the increase in CPI from the year in which the initial one (1) year term of this contract began, and the conclusion of the year that the third/last additional one-year term ended.

## SEVERABILITY

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

## GOVERNING LAW

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

## EFFECTIVE DATE

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

HOBBS U.S.S.A. ADULT SLOWPITCH

BY: \_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

CITY OF HOBBS

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Sam Cobb  
Mayor

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Manny Gomez  
City Manager

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Valerie S. Chacon  
City Attorney





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 17, 2024

SUBJECT: CONSIDER APPROVAL OF A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH HOBBS U.S.S.S.A FOR USE OF CITY OF HOBBS SPORTS FIELDS FOR GIRLS FASTPITCH TOURNAMENTS

DEPT. OF ORIGIN: Recreation
DATE SUBMITTED: June 6, 2024
SUBMITTED BY: Doug McDaniel, Recreation Director

Summary:

With the completion of the \$5.2 million artificial turf installation project at the Veterans Memorial Complex in 2015, the City of Hobbs entered into two previous agreements with Hobbs United States Sports Specialty Association for use of the Veterans Memorial Complex to host girls fastpitch softball tournaments. These tournaments, which take place on weekends, assist with the City's sports tourism efforts and have generated Lodgers Tax Funds and Gross Receipts Taxes paid by participants. At the May 21, 2024 meeting of the Community Affairs Board, the Community Affairs Board approved the following fees for recommendation to the Hobbs City Commission:

Current Fee
\$25.00 per team

Proposed Fee
\$40.00 per team\*

\*The Community Affairs Board also recommended that the proposed fee begin on January 1, 2025. U.S.S.S.A. will not have to pay this per-team fee to the City for teams that are sanctioned as Hobbs teams.

Fiscal Impact

Reviewed by: [Signature]
Finance Department

Revenue generated from USSSA Tournament fees totaled \$13,185.00 in 2023, and \$9,260.00 to date in 2024. The revenue for 2025 will be dependent on the number of teams participating and the number of tournaments played. Revenue is expected to increase due to the increase in proposed per-team fees.

Attachments: Resolution, Agreement with Hobbs USSSA for Girls Fastpitch Tournaments

Legal Review:

Approved As To Form:
[Signature]
City Attorney

Recommendation:

Staff recommends that the Commission approve the Resolution.

Approved For Submittal By:

[Signature]
Department Director

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. 7495

A RESOLUTION AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE  
A MEMORANDUM OF UNDERSTANDING WITH THE  
HOBBS UNITED STATES SPORTS SPECIALTY ASSOCIATION  
FOR USE OF CITY OF HOBBS SPORTS FIELDS

WHEREAS, the City and the Hobbs United States Sports Specialty Association (U.S.S.S.A.) seek to enter into an agreement wherein the Hobbs U.S.S.S.A. utilizes City of Hobbs sports fields for girls fastpitch softball tournaments; and

WHEREAS, the City of Hobbs and Hobbs U.S.S.S.A. desire to cooperate to host events that will bring visitors to Hobbs to generate both Lodgers Tax and Gross Receipts Tax from those who stay in local hotels, eat in local restaurants, and shop in local retail establishments; and

WHEREAS, the Hobbs U.S.S.S.A. will pay the City, per team, based on the number of teams participating in these tournaments to offset facility maintenance expenses incurred by the City of Hobbs;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO that the Mayor and City Manager be and are hereby directed to execute a Memorandum of Understanding with the Hobbs U.S.S.S.A. for use of City of Hobbs sports fields for girls fastpitch tournaments.

PASSED, ADOPTED AND APPROVED this 17th day of June, 2024.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

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

This Memorandum of Understanding is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Hobbs (hereinafter "CITY") and the Hobbs United States Sports Specialty Association (U.S.S.S.A.) Girls Fastpitch (hereinafter "LEAGUE").

**PURPOSE**

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

**I. COMPENSATION – TOURNAMENT FEES**

- A. For hosting girls fastpitch tournaments on CITY fields, the LEAGUE will pay the CITY \$40 per team for each team that does not list Hobbs, New Mexico as the team's hometown on the tournament roster/sanctioning form for each tournament that is held on CITY fields. There will be no fees paid for teams that are listed as having Hobbs, New Mexico as the team's hometown. THE CITY will apply all funds collected from the LEAGUE toward improvements on CITY fields, including the purchase of synthetic turf to be installed in the outfields at the Zia Plex Fields in the future.

Until December 31, 2024, the per-team fee to be paid to the CITY by the LEAGUE, as described above, will be \$25 per team with the exceptions noted above.

- B. The LEAGUE will notify the CITY at least 72 (seventy-two) hours in advance of the time that play will begin for any tournament, the schedule/bracket, and the anticipated number of teams that will be participating.
- C. The per team fees as described above will be paid by the LEAGUE to the CITY at least one business day prior the beginning of play for any tournament. The CITY will instruct the LEAGUE on the proper procedure for payment of these fees.
- D. At least one business day prior to the beginning of any tournament, the LEAGUE will pay the CITY a \$250.00 refundable tournament deposit. The City will refund this fee to the LEAGUE if no damage is incurred to City of Hobbs facilities and all trash is removed by the LEAGUE at the conclusion of the tournament. If CITY staff has to remove trash from the fields or parking lots, the Parks and Open Space Department (POSD) will notify the CITY of hourly staffing costs incurred for having POSD staff remove trash. This amount will be withheld from the refundable deposit fee.

## **ADDITIONAL REQUIREMENTS FOR TOURNAMENT PLAY**

- A. The LEAGUE shall not allow concessionaires to sell sunflower seeds at any concession building, permanent or temporary, located at the Veteran's Memorial Complexes I, II or III. Nor will they allow any players or spectators to "chew" sunflower seeds during tournament play.
- B. No alcohol nor cannabis is allowed on City fields or in the parking lots for the fields. Violations may result in the LEAGUE losing tournament hosting privileges
- C. No metal cleats allowed, as they cause damage to artificial turf.

## **USE OF VARSITY, JUNIOR VARSITY, SANGER FIELDS, BAKER, McNEIL, AND NICHOL SHEPHARD FIELDS**

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

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

## **COORDINATION**

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

## **MERGER OF AGREEMENT**

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

## **SOVEREIGN IMMUNITY**

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

## **LIABILITY**

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

## **THIRD PARTY BENEFICIARIES**

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

## **INSURANCE**

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

## **TERM**

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

If the initial one (1) year term, and the three (3) additional one-year terms are agreed to by all parties in writing, the fees for successive agreements will be reviewed and any increase in fees will be based on the increase in CPI from the year in which the initial one (1) year term of this contract began, and the conclusion of the year that the third/last additional one-year term ended.

## **SEVERABILITY**

If any provision of this Memorandum of Understanding is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and

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

### GOVERNING LAW

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

### EFFECTIVE DATE

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

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

BY: \_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

CITY OF HOBBS

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Sam Cobb  
Mayor

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Manny Gomez  
City Manager

Approved as to Form:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Valerie S. Chacon  
City Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 17, 2024

SUBJECT: A RESOLUTION DESIGNATING PERSONS AS QUALIFIED AS AN ACTING MUNICIPAL JUDGE AND SETTING FORTH COMPENSATION FOR ACTING MUNICIPAL JUDGE

DEPT. OF ORIGIN: Municipal Court and Legal Department
DATE SUBMITTED: June 10, 2024
SUBMITTED BY: Valerie S. Chacon, City Attorney

Summary: Section 2.12.050 of the Hobbs Municipal Code requires that a list of persons designated by the City Commission as qualified to be Acting Municipal Judge be prepared annually. Two candidates were forwarded; Brian Belyeu and Diane Henry. Municipal Judge Bobby Arther wrote a letter expressing his selection of Brian Belyeu. Brian Belyeu has completed a judicial training program and is willing to be placed on said list and serve as Acting Municipal Judge if appointed by the Municipal Judge. Section 2.12.050 also provides that the compensation for Acting Municipal Judge be set by resolution at the time the list is prepared. This resolution would place Brian Belyeu and Diane Henry on the list of persons for Acting Municipal Judge. Brian Belyeu is designated as qualified to be the Acting Municipal judge and set the compensation at a rate of \$200.00 per day. If approved, a professional services agreement will be executed with the designated Acting Municipal Judge.

Fiscal Impact: Reviewed By: Deborah Corral Finance Department

Salary of the Acting Municipal judge shall be paid from the Municipal Court budget at a rate of \$200.00 per day. The total cost to the City per year will be determined by the number of days the Acting Municipal Judge actually serves. The total costs shall not exceed \$20,000.00.

Attachments: Resolution and Written Recommendation for Appointment

Legal Review: Approved As To Form: /s/ Valerie S. Chaco City Attorney

Recommendation: The Commission should consider this resolution.

Approved For Submittal By: /s/ Valerie S. Chacon 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. 7496

A RESOLUTION DESIGNATING PERSON(S) QUALIFIED AS AN  
ACTING MUNICIPAL JUDGE AND SETTING FORTH COMPENSATION FOR  
ACTING MUNICIPAL JUDGE

WHEREAS, at times the need for judicial action occurs when the Municipal Judge is not available; and

WHEREAS, Section 2.12.050 of the Hobbs Municipal Code provides that a list of persons designated by the City Commission as qualified Acting Municipal Judge be prepared; and

WHEREAS, Brian Belyeu and Diane Henry are willing to be placed on the list of those qualified to be Acting Municipal Judge; and

WHEREAS, the Municipal Judge, Bobby Arther, appointed Brian Belyeu as the Acting Municipal Judge pursuant to Hobbs Municipal Code Section 2.12.050 (2).

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

A. The list of names of people designated by the City Commission as qualified to be Acting Municipal Judge during the upcoming year shall include Brian Belyeu and Diane Henry.

B. The designated person(s) shall be appointed in writing by the elected Municipal Judge and the appointment shall be filed in the office of the City Clerk and in the office of the Municipal Court Clerk.

C. Upon appointment, the designated person(s) shall be duly qualified to act in the absence of the Municipal Judge with full powers of such office vested in the municipal judge on all occasions that he may reside over the court.



D. The Acting Municipal Judge, as a condition of discharging the duties of that office, is not required to complete annual judicial training programs as required of the Municipal Judge. However, no municipal judge shall receive a salary until such judge has successfully completed a judicial training program and received a certificate of completion from the Administrative Office of the Courts, or has been exempted from the required judicial training program by the Chief Justice of the Supreme Court. Any cost associated with initial certification or refresher training, if required, shall be at the responsibility of the appointee.

E. Upon appointment by the Municipal Judge and completion of the required judicial training program or exemption from the program by the Chief Justice of the Supreme Court, the City Manager will execute a professional services agreement with the Acting Municipal Judge which will at a minimum outline compensation at a rate of \$200.00 per day.

PASSED, ADOPTED AND APPROVED this 17<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk

June 10, 2024

Mayor Sam Cobb  
Commissioner Finn Smith  
Commissioner Dwayne Penick  
Commissioner Joseph Calderon  
Commissioner Laron Fields  
Commissioner Christopher Mills  
Commissioner Don R. Gerth

Mayor and Commissioners:

The purpose of this letter is to designate Mr. Brian Belyeu as the Acting Municipal Judge in accordance City of Hobbs Ordinance 2.12.050. Mr. Belyeu has served as the Alternate Municipal Judge since 2019. The Commission did provide the name Brian Belyeu as a recommended Alternate Judge.

I have known Judge Belyeu for over twenty-five years. As a retired Officer of Hobbs Police Department, I find his integrity above reproach. He has an intimate knowledge of the policies and procedures of the court. Judge Belyeu has kept abreast of changes in the Hobbs Municipal Ordinances as well as rule changes set forth by the NM Supreme Court. Judge Belyeu continues to have my complete faith and trust to serve the citizens of Hobbs in my absence. Judge Belyeu also attended the recent Municipal Judge's Conference on May 8 through May 10, 2024 in Albuquerque.

I respectfully request that you re-confirm Brian Belyeu as the Alternate Judge for the Hobbs Municipal Court.

Respectfully Submitted,

*Bobby M. Arther*

Bobby M. Arther  
Municipal Judge



# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 17<sup>th</sup>, 2024

**SUBJECT:** 60% DESIGN COLLEGE LN WIDENING AND REALIGNMENT PROJECT  
RFP 538-23

**DEPT. OF ORIGIN:** Engineering Department

**DATE SUBMITTED:** 6-6-2024

**SUBMITTED BY:** Anthony Henry, Acting City Engineer

**Summary:**

City of Hobbs Engineering Department Staff, in collaboration with Lea County Staff, have negotiated a preliminary engineering 60% design scope, schedule, and price with Stantec Consulting Services Inc. in accordance with City of Hobbs Procurement Policy. The preliminary engineering 60% design scope will contain Project Management & Coordination, Final Drainage Study/Evaluation, Design Oversight and Quality Control/Assurance, 60% Design Drawings, Right-of-Way (ROW) Acquisition Services, Railroad Coordination, Traffic Signal Coordination, & Public Involvement/Stakeholder Meetings.

A major portion of this phase of the project is the ROW Acquisition that will be necessary to complete the roadway reconstruction and secure the ROW for the future College Ln. roadway section. Approximately twenty-nine (29) parcels will be appraised as part of the ROW Acquisition services for this project. City Staff is currently discussing dedications with the developer of the property located at the existing College Ln. and Lovington Hwy. (NM18) intersection which will be a part of this project.

**Fiscal Impact:**

Reviewed By: Deborah Corral  
*Finance*

Digitally signed by Deborah Corral  
Date: 2024.06.10 16:00:06 -06'00'

Budget Line:	48-4048-44901-00179
Budgeted:	\$1,164,270.26
60% Design & ROW Acquisition Services Fee:	\$963,595.10
NMGRT @ 6.5625%:	\$63,235.93
Total Design Fee:	\$1,026,831.03

A budget adjustment will be needed to complete the final design for this project, including funds to purchase some or all of the required ROW, and will be brought before Commission for consideration at a later date.

**Attachments:**

Project Scoping Document, Schedule, and Cost Estimate provided by Stantec Consulting Services Inc.

**Legal Review:**

Approved As To Form: \_\_\_\_\_  
*City Attorney*

**Recommendation:**

Consideration and Approval of Award for 60% Design Phase (RFP 538-23) to Stantec Consulting Services Inc.

Approved For Submittal By:

Anthony Henry  
Digitally signed by Anthony Henry  
Date: 2024.06.10 07:03:05 -06'00'  
Department Director

[Signature]  
City Manager

**CITY CLERKS USE ONLY  
COMMISSION ACTION TAKEN**

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



Stantec Consulting Services Inc.  
3831 E. Lohman Avenue, Suite 200, Las Cruces, NM 88011-8447

June 7, 2024

**Attention: Toby Spears**  
Finance Director  
City of Hobbs  
200 E. Broadway  
Hobbs, NM 88240  
[accounts payable@hobbsnm.org](mailto:accounts payable@hobbsnm.org)

**Reference: Stantec Project #181711282 – RFP No. 538-23 – College Lane Widening & Realignment - Change Order #1 - Preliminary Engineering 60% Design**

Dear Mr. Spears,

On behalf of Stantec Consulting Services Inc., we are pleased to provide a fee proposal for RFP No. 538-23 – College Lane Widening & Realignment - Change Order #1 - Preliminary Engineering 60% Design and Right-of-way Mapping and Property Acquisition. This proposal includes the additional work around the Industrial Drive and Business Park Avenue intersection, as requested by the City on June 5, 2024.

**Scope of Services:**

**300.100 – Project Management & Coordination:**

- General Contract and Team Management
- Preliminary Field Review
- 30% Design Review
- 60% Design Review
- Internal Team Meetings
- Meeting with City/County

**300.200 – Drainage Evaluation:**

- Final Drainage Study/Evaluation

**300.300 – Design Oversight and Quality Control/Assurance:**

- Design Oversight and Quality Control/Assurance

**300.400 – Design Drawings:**

- Series 1 Sheets
- Typical Sections
- Surfacing Schedule
- Structure Schedules
- Misc. Schedules
- Misc. Details
- Sheet Set-up
- Plan & Profile Sheets (Roadway)
- Intersection Layouts
- NM 18 Intersection Layout

Reference: Stantec Project #181711282 – RFP No. 538-23 – College Lane Widening & Realignment -Change Order #1 - Preliminary Engineering 60% Design

- Turnout Profiles/Drive pads
- ADA Detail Sheets
- Traffic Control Plans & Schedules
- Preliminary Striping Details
- Lighting Plans
- Signalization Plans
- Structure Placement Sections
- Storm Drain Plan & Profile Sheets
- Detention Basin Plan Sheets
- Utility Plan Sheets
- Cross Sections
- EOPCC

**300.500 – Right-of-Way Mapping:**

- Right-of-Way Mapping

**300.600 – Right-of-Way Acquisition:**

- Property Acquisition Services

**300.700 – Railroad Coordination:**

- Field Diagnostic Mtg in Hobbs
- General Railroad Coordination

**300.800 – Traffic Signal Coordination:**

- Signal Coordination
- Electrical Coordination

**300.900 – Public Involvement:**

- Stakeholder Meetings
- Property Owner Interviews

**Project Schedule:**

- |                               |                                       |
|-------------------------------|---------------------------------------|
| • Preliminary Field Review    | July 08 – 11, 2024                    |
| • 30% Design Review           | September 30, 2024 – October 04, 2024 |
| • 60% Design Review           | December 16 - 20, 2024                |
| • Right-of-Way Mapping        | July 01,2024 – March 31, 2025         |
| • Right-of-Way Acquisition    | July 01,2024 – March 31, 2025         |
| • Railroad Coordination       | July 01,2024 – March 31, 2025         |
| • Traffic Signal Coordination | July 01,2024 – March 31, 2025         |
| • Public Involvement          | July 01,2024 – March 31, 2025         |

June 7, 2024  
Toby Spears  
Page 3 of 4

Reference: Stantec Project #181711282 – RFP No. 538-23 – College Lane Widening & Realignment -Change Order #1 - Preliminary Engineering 60% Design

Proposed Fixed Fee is \$963,595.10 (Excluding applicable NMGRT%). We propose to lead this task order out of our Las Cruces, NM Office (City of Hobbs, NM Current NMGRT at 6.5625%, per Client's request).

**Original Proposed Fees (T&M):**

200.100 – Topographic Surveying	\$ 50,077.00
200.200 – Geotechnical Study & Pavement Design	\$ 24,320.00
200.300 – Traffic and Safety Study	\$ 39,013.00
200.400 – Preliminary Drainage Report	\$ 41,257.00
200.500 – Environmental Study	\$ 0.00
200.600 – Alignment Study	\$ 34,039.00
200.700 – Public Involvement	\$ 5,070.00
<u>200.800 – Project Management</u>	<u>\$ 24,072.00</u>
Original Sub-Total Fees excluding NMGRT%:	\$ 217,890.00
City of Hobbs, NMGRT @ 6.5625%:	\$ 14,299.03
<b>Original Total Fees including NMGRT @ 6.5625% (subject to change):</b>	<b>\$ 232,189.03</b>

**Change Order #1 Proposed Fees (T&M):**

300.100 – Project Management & Coordination	\$ 73,448.70
300.200 – Drainage Evaluation	\$ 26,400.00
300.300 – Design Oversight and Quality Control/Assurance	\$ 81,326.00
300.400 – Design Drawings	\$ 359,594.00
300.500 – Right-of-Way Mapping	\$ 96,900.00
300.600 – Right-of-Way Acquisition	\$ 279,374.00
300.700 – Railroad Coordination	\$ 22,620.00
300.800 – Traffic Signal Coordination	\$ 8,580.00
<u>300.900 – Public Involvement</u>	<u>\$ 15,352.40</u>
CO#1 Sub-Total Fees excluding NMGRT%:	\$ 963,595.10
City of Hobbs, NMGRT @ 6.5625%:	\$ 63,235.93
<b>CO#1 Total Fees including NMGRT @ 6.5625% (subject to change):</b>	<b>\$1,026,831.03</b>

June 7, 2024  
Toby Spears  
Page 4 of 4

Reference: Stantec Project #181711282 – RFP No. 538-23 – College Lane Widening & Realignment -Change Order #1 - Preliminary Engineering 60% Design

**Amended Original & Change Order #1 (T&M):**

Original Fees	\$ 217,890.00
Change Order #1 Fees	\$ 963,595.10
Original & CO#1 Sub-Total Fees excluding NMGRT%:	\$1,181,485.10
City of Hobbs, NMGRT @ 6.5625%:	\$ 77,534.96
<b>Amended Total Fees including NMGRT @ 6.5625% (subject to change):</b>	<b>\$1,259,020.06</b>

**Terms and Conditions:**

The Terms and Conditions for this project and change order are applicable to the Terms and Conditions listed on the Professional Services Agreement RFP# 538-23 Contract# 2023-75-3 between the City of Hobbs, NM and Stantec Consulting Services Inc., executed on March 20, 2023.

Please contact Project Manager Gene Paulk at (575) 587-3743, if you have any questions or need additional information.

Thank you,

**Stantec Consulting Services Inc.**



**Gabby Contreras-Apodaca, PE**

Principal

Phone: 575-366-2991

[Gabby.Contreras-Apodaca@stantec.com](mailto:Gabby.Contreras-Apodaca@stantec.com)

cc: Todd Randall [trandall@hobbsnm.org](mailto:trandall@hobbsnm.org)

cc: Anthony Henry [ahenry@hobbsnm.org](mailto:ahenry@hobbsnm.org)

Attachment: Stantec Fee Estimate, Stantec 2023 Billing Rates, Subconsultants Fee Proposals

City of Hobbs, NM Owner Acceptance:

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City of Hobbs, NM Signing Authority

Design with community in mind

FEE ESTIMATE - City of Hobbs RFP 538-23 - CO#1

										<table border="1"> <tr> <th>Item</th> <th>Unit</th> <th>Quantity</th> <th>Unit Price</th> <th>Total Price</th> <th>Item</th> <th>Unit</th> <th>Quantity</th> <th>Unit Price</th> <th>Total Price</th> <th>Item</th> <th>Unit</th> <th>Quantity</th> <th>Unit Price</th> <th>Total Price</th> <th>Item</th> <th>Unit</th> <th>Quantity</th> <th>Unit Price</th> <th>Total Price</th> <th>Item</th> <th>Unit</th> <th>Quantity</th> <th>Unit Price</th> <th>Total Price</th> </tr> </table>										Item	Unit	Quantity	Unit Price	Total Price	Item	Unit	Quantity	Unit Price	Total Price	Item	Unit	Quantity	Unit Price	Total Price	Item	Unit	Quantity	Unit Price	Total Price	Item	Unit	Quantity	Unit Price	Total Price
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1	PROFESSIONAL FEE	PER HOUR	100	100.00	10000.00	1	PROFESSIONAL FEE	PER HOUR	100	100.00	10000.00	1	PROFESSIONAL FEE	PER HOUR	100	100.00	10000.00	1	PROFESSIONAL FEE	PER HOUR	100	100.00	10000.00	1	PROFESSIONAL FEE	PER HOUR	100	100.00	10000.00															
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10	TOTAL				10000.00	10	TOTAL				10000.00	10	TOTAL				10000.00	10	TOTAL				10000.00	10	TOTAL				10000.00															



**2023 Stantec Standard Billing Rate Table - 1**

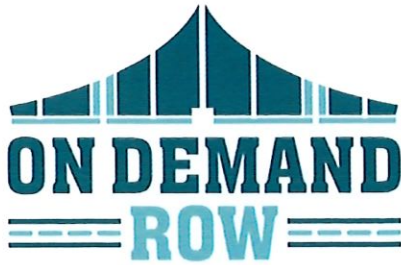
<u>Title</u>	<u>Level</u>	<u>Hourly Rate</u>
Principal	Level 18	\$265
Senior Engineer	Level 18	\$265
Senior Project Manager	Level 18	\$265
Senior Project Manager	Level 17	\$259
Senior Transportation Engineer	Level 16	\$250
Principal	Level 15	\$220
Senior Engineer	Level 15	\$220
Senior Project Manager	Level 15	\$220
Senior Project Manager	Level 14	\$195
Senior Engineer	Level 14	\$198
Senior Transportation Engineer	Level 14	\$195
Senior Hydraulic Engineer	Level 14	\$195
Client Service Manager	Level 14	\$195
Senior Project Engineer	Level 13	\$187
Senior Project Manager	Level 13	\$187
Client Manager	Level 13	\$187
Project Manager	Level 12	\$178
Senior Engineer	Level 12	\$178
Project Engineer	Level 12	\$178
Senior Civil Designer	Level 12	\$178
Grant Specialist	Level 11	\$172
Senior Project Manager	Level 11	\$172
Senior Civil Designer	Level 11	\$172
Project Engineer	Level 11	\$172
Public Relations Specialist	Level 11	\$172
Project Manager	Level 10	\$161
Project Engineer	Level 10	\$161
Construction Observer	Level 10	\$161
Civil Designer	Level 10	\$161
Senior Civil Designer	Level 09	\$155
Civil Engineer	Level 09	\$155
Civil Designer	Level 09	\$155
Engineering Technician	Level 09	\$155
CAD Technician	Level 09	\$155
Construction Observer	Level 09	\$155
Administrative Manager	Level 09	\$155
Civil Engineer	Level 08	\$145
Civil Designer	Level 08	\$145
Survey Technician	Level 08	\$145
CAD Technician	Level 08	\$145
Construction Observer	Level 08	\$145
Civil Designer	Level 07	\$139
Office Administrator	Level 07	\$139
Project Manager Assistant	Level 07	\$139
Construction Observer	Level 07	\$139
Civil Designer	Level 06	\$131
CAD Technician	Level 06	\$131
Construction Observer	Level 06	\$131
Project Manager Assistant	Level 06	\$131
Construction Observer	Level 05	\$127
CAD Technician	Level 05	\$127
Office Administrator	Level 05	\$127
CAD Technician	Level 04	\$117
Administrative Assistant	Level 04	\$117
Administrative Assistant	Level 03	\$104

**Reimbursable Expenses**

Mileage	Current IRS Mileage Rate = \$0.625	
All other reimbursable costs (including mileage, travel, testing, printing, courier, shipping, etc)	Cost plus 10%	

**Field Survey Party Services:**

2-Man Field Party	\$170.00 per hour
3-Man Field Party	\$205.00 per hour
4-Man Field Party	\$250.00 per hour



Emailed to: Gene.Paulk@stantec.com

June 7, 2024

Stantec Consulting Services Inc.  
Gene R. Paulk, PE  
Senior Transportation Engineer  
3831 E Lohman Avenue Suite 200  
Las Cruces, NM 88011-8447

**RE:** Proposal Acquisition, Appraisal and Title Services

**COUNTY:** Lea

**PROJECT NAME:** Hobbs College Lane Widening & Realignment Project (beginning approx. 600ft. east of NM HWY 18 to N. Grimes St.)

Dear Mr. Gene R. Paulk:

On Demand ROW, Inc. is pleased to formally present you this proposal for the performance of acquisition services on the *Hobbs College Lane Widening & Realignment Project (beginning approx. 600ft. east of NM HWY 18 to N. Grimes St.)*. It is our understanding that this project has no federal funding, therefore this proposal has been presented as such along with the subconsultants under us.

Please note, to streamline the number of account payees, the scope of services for appraisal, and escrow title services have been encompassed within our proposal for Stantec. Our total proposal amount is **\$279,374.00** as detailed in Exhibit 1. Scope of Services and Cost Estimate will be required from the parcels listed in Exhibit 2. Parcel List. Should any of these parcels need to be omitted or others included, or review appraisal service deemed to be needed, please let us know and we will make the corresponding changes.

Upon completing your review of this proposal, please feel free to contact me, Gio Morales at 559-972-3891 with any questions or if clarification is needed. On behalf of On Demand ROW, Inc. we thank you for the opportunity to work with you on this project!

Sincerely,

A handwritten signature in blue ink that reads "Gio Morales".

Gio Morales  
Managing Member  
NMREC # 20809  
On Demand ROW, INC

Attachment: Exhibit 1 – Scope of Services and Cost Estimate  
Exhibit 2 – Parcel List

3733 East Vassar Court • Visalia • CA • 93292

Phone: 559-972-3891

Email: [Gio@OnDemandRow.com](mailto:Gio@OnDemandRow.com)

## EXHIBIT 1: SCOPE OF SERVICES AND COST ESTIMATE

### HOBBS COLLEGE LANE WIDENING & REALIGNMENT PROJECT

<b>ACQUISITION BUDGET - (29 Parcels)</b>				
<b>LABOR</b>				
Task	Description	Quantity	Rate per	Total
Task 1	Escrow & Appraisal Coordination	29	\$ 500.00	\$ 14,500.00
Task 2	Acquisition (29 Parcels)	29	\$ 4,000.00	\$ 116,000.00
<b>Total Labor</b>				<b>\$ 130,500.00</b>
<b>EXPENSES</b>				
Notary	On-Site Notary	29	\$ 150.00	\$ 4,350.00
Postage	Mailing out NODA, offer packages when requested, etc.	29	\$ 100.00	\$ 2,900.00
Travel - flight	Fresno, CA to Hobbs (3 trips x2 for Gio and Support staff)	6	\$ 800.00	\$ 4,800.00
Per Diem and Lodging	3 trips = 3 nights hotel and meals (\$150 per night / \$55 meals) in Hobbs (x2 for Gio and Support Staff)	18	\$ 212.00	\$ 3,816.00
Per Diem meals on travel days (x2 for Gio and Support Staff)		12	\$ 64.00	\$ 768.00
<b>Total Expenses</b>				<b>\$ 16,634.00</b>
<b>VENDOR/SUBCONSULTANTS -Tasks being completed by separate firms</b>				
Escrow & Title	Escrow/Title Co: Based on similar project	29	\$ 1,200.00	\$ 34,800.00 *
Appraisal Services	Alfred Appraisal Group	29	\$ 3,360.00	\$ 97,440.00 **
<b>Total Vendor/Subs</b>				<b>\$ 132,240.00</b>
<b>Grand Total</b>				<b>\$ 279,374.00</b>

**Note:** Should more than 29 parcels require acquisition, the cost will increase by \$4,750.00 per additional parcel for ROW services & \$6,185.00 to account for additional appraisal, review appraisal and Escrow & Title services.

\* Escrow & Title costs do not include fair market value of land acquisition costs. This amount shall be paid directly into escrow for each parcel by City.

\*\* Review appraisal service not included. If they deemed to be required we can add to scope of work.

The above costs reflect services for a non-federally funded project. Should this project at anytime become a federally funded project, the appraisal and review appraisal subconsultants will need to be reassigned and rebid.

**EXHIBIT 2: PARCEL LIST**

HOBBS COLLEGE LANE WIDENING & REALIGNMENT PROJECT (29 parcels)		
<b>Parcels needed for Road Widening</b>		
<b>Number</b>	<b>Owner</b>	<b>Owner #</b>
1	Milagro Properties	77942
2	Milagro Properties	76328
3	Oliver Cho	75644
4	Martin Navarrette	20932
5	Martin Navarrette	209182
6	Cynthia Humphrey	2319
7	Lee Family Trust	204859
8	Ramon Miramontes	75945
9	Walter Roye	41160
10	Tony Savage	75944
11	Bill Stone	42149
12	Christian Rubio	43199
13	Christine Gainer	72174
14	Dennis Cox	77199
15	Veronica Balbuena	77451
16	Sarcore Solutions LLC	214052
17	Gabriel Rey	40394
18	Kyle Johnson	79833
19	Kyle Johnson	79833
20	Pete Rodriguez	42462
21	Michael Fitzwilliam	202148
22	Guillermo Orozco	42507
23	Ron Todd	3117
24	Ron Todd	3117
25	Gaylon Buckley	42112
26	Ann Lynn McIlroy	4144
<b>Proposed Purchase of Retention Basin Areas and Drainage Easements</b>		
<b>Number</b>	<b>Owner</b>	<b>Owner #</b>
27	Michael Whitehead	20691
28	Del Norte Heights, INC	75643
29	Genaro Gonzales	5190

squarerootservices.net  
7921 N World Dr  
Hobbs, NM 88242  
(575) 231-7347



Updated June 7, 2024

Via e-mail: Gene.Paulk@stantec.com

Gene Paulk, P.E.  
Senior Transportation Engineer  
Stantec Consulting Services Inc.  
3831 E Lohman Avenue Suite 200  
Las Cruces NM 88011-8447

Re: Hobbs, NM – College Lane Widening and Realignment - Phase II (60% Design) Surveying Services

Dear Gene:

Square Root Services, LLC (SRS) is pleased to submit this proposal for services to support Stantec with the College Lane Widening and Realignment Project (approx. 2.5 miles).

## **Project Scope of Work**

### **Right of Way Surveying Services**

- Right of Way Acquisition Map will be prepared for roadway corridor
- Plats for individual Right of Way takes (est. 28)
- Plats for new Pond Areas (est. 2)
- Property ownerships will be shown from courthouse records research
- ROW and Topographic survey for Industrial from Business Park Dr. approx. 600 feet south including valley gutter crossing road and culvert under trail.

## **Exclusions / Assumptions / Deliverables**

### **Exclusions**

- Monumentation of ROW
- ROW Monumentation Maps

### **Deliverables**

- The following deliverables will be provided for the project.
  - Right of Way Survey Map for corridor (est. 7 24x36 sheets at 1"=50')
  - Individual Right of Way plats for each proposed take (est. 28 11x17 plats)
  - Individual plats for each pond area (est. 2 11x17 plats)

- CAD file linework (.DWG) in Civil3D 2023 for use in design

**Professional Services:**

Corridor Right of Way Map		\$ 19,240
Individual ROW Dedication Plats (Estimated 28)		\$ 59,390
Individual Dedication Plats for Pond Areas (Estimated 2)		\$ 5,970
Ownership Research		\$ 4,800
Industrial Dr. 600 LF ROW and Topographic survey		\$ 7,500
NTTC – no taxes		
<b>Total of all Tasks</b>		<b>\$ 96,900</b>

Square Root Services maintains professional liability coverage in the amount of \$2,000,000 per occurrence, with an aggregate of \$2,000,000.

Thank you for the opportunity to provide this proposal and the subsequent professional services. Please do not hesitate to contact me with any questions.

Respectfully,

Jeremy Baker, PE/PS  
 President  
 Square Root Services, LLC  
 Cell (575) 631-2182



# CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 17, 2024

**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 2024-2025.**

DEPT. OF ORIGIN: Planning Division  
DATE SUBMITTED: June 6, 2024  
SUBMITTED BY: Todd Randall – Assistant 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. In 2021-2022, the Housing Incentive program was reduced from a maximum of \$10,000 to \$5,000 per unit for single family house, which the presented Policy increases the maximum incentive back to \$10,000 per unit.

Staff is evaluating unit prices and incentives to present to the Planning Board on June 18<sup>th</sup> for recommendation on the infrastructure base unit prices, alternative incentive for in-fill housing within the City of Hobbs and expanding the program outside City Limits where City infrastructure is installed.

**Background:**

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 \$3,585,280.56 has been expended towards Development Agreements, which is a total 1,081 units.

RFP #443-12 incentivizing the production of Market Rate Single Family housing was published on June 5, 2012. The Commission has expended \$8,847,714.62 towards MRSF Development Agreements; incentivizing the production of 1,072 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 placed or transferred into the appropriate accounts and approved by DFA. Lea County and City of Hobbs has entered into a MOU that provides funding towards the City' Housing programs and infrastructure programs that would support housing development.

**Attachments:** Resolution, Policy.

**Legal Review:**

Approved As To Form: \_\_\_\_\_  
*City Attorney*

**Recommendation:**

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

Approved For Submittal By:

TODD RANDALL

*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. 7497

**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 2024-2025.**

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 2024-2025, as attached hereto and made part of this resolution.

PASSED, ADOPTED AND APPROVED this 17<sup>th</sup> day of June, 2024

\_\_\_\_\_  
SAM D. COBB, Mayor

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, City Clerk



**Fiscal Year 2024-2025**  
**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. \$10,000.00 per single family unit
    - ii. \$5,000.00 per multi-family unit
  - c. Incentive not to exceed fair share per linear foot of infrastructure basis:
    - i. \$180.00 per lineal front footage of complete public infrastructure, and further broken down as follows:
      1. **Water** (\$25.00 / lf):
        - a. Twenty Five dollars (\$25.00) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
      2. **Sewer** (\$35.00 / lf):
        - a. Thirty Five Dollars (\$35.00) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
      3. **Street** (\$90 / lf):
        - a. Ninety 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:** (\$30 / lf):
        - a. Thirty dollars (\$30) 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 \$200,000.00 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. **Gap Participation:** In areas where there is a Gap in infrastructure to serve a proposed development, the City may participate 100% of the base infrastructure requirements and any eligible oversize participation based on unit prices established in the policy or by the City Engineer. Any costs above the base infrastructure unit prices will be the responsibility of the developer.
5. **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.
6. **Oversize Participation:** The City may require and participate in the oversize of public infrastructure above the minimum base infrastructure.
7. **Base Infrastructure:** The minimum base roadway width is 37' back of curb to back of curb (Residential Roadway Section), minimum base utility is 8" water and 8" sewer and minimum base trench depth is 10'. Any public requirement above the minimums will be paid 100% by the public.
8. **Maximum Participation:** An Infrastructure Participation Development Agreement should not exceed \$500,000.00 nor be less than \$20,000.00.
9. **Engineer of Record:** Engineer of Record Certification and Dedications must be in place prior to or occur concurrently with disbursement.



# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 17<sup>th</sup>, 2024

**SUBJECT:** Consideration to Approve A Development Agreement With ALJO Development LLC Concerning The Development Of Market Rate Single-Family Housing.

DEPT. OF ORIGIN: Planning Division  
DATE SUBMITTED: June 6<sup>th</sup>, 2024  
SUBMITTED BY: Todd Randall – Assistant City Manager

**Summary:** ALJO LLC has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$100,000.

Housing Units Produced: 171  
Total Incentive Received To Date: \$1,330,210.00

**Fiscal Impact:**

Reviewed By: \_\_\_\_\_  
Finance Department

Digitally signed by Tally Esson, CN=TA, DN=C=US, E=tally.esson@cityofhobbs.org, OU=City of Hobbs, OU=Office of City Manager, CN=TALLY ESSON

Budget Available \$311,381.00  
Budget Line: 010100-44901-170 (Single Family Housing)

Note: The City received \$2.8M from the County for fiscal year FY23-24 expenditures

**Attachments:** Resolution & Development Agreement.

**Legal Review:**

Approved As To Form:

Valerie S. Chacon

Digitally signed by Valerie S. Chacon, DN=C=US, E=valerie.chacon@cityofhobbs.org, OU=City of Hobbs, OU=City Attorney, CN=VALERIE S. CHACON

City Attorney

**Recommendation:**

Commission to consider approval / denial of the attached Development Agreement.

Approved For Submittal By:

TODD RANDALL

Digitally signed by Todd Randall, DN=C=US, E=t.randall@hobbsnm.org, O=City of Hobbs, OU=Office of City Manager, CN=TODD RANDALL

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. 7498

**A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH ALJO DEVELOPMENT LLC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.**

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

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

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

1. The City of Hobbs hereby approves the Development Agreement, which is attached hereto and made a part of this Agreement as Exhibit #1 and the Mayor, and/or his designee, is hereby authorized to execute the Agreement.
2. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 17<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
Sam D. Cobb, Mayor

ATTEST:

\_\_\_\_\_  
Jan Fletcher, City Clerk

## MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

**THIS AGREEMENT** is entered into on this 17<sup>th</sup> day of June 2024 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and ALJO Development, LLC, 1728 W. Bender, Hobbs, NM 88240 (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

### RECITALS:

1. The City requires to contract with a Market Rate Single Family Development Company to deliver Single Family Market Rate Housing to the Citizens of Hobbs, New Mexico.
2. Developer has submitted a proposal to the City to deliver the required Market Rate Single Family Housing, to be produced within 365 days of ratification of this agreement, within the Municipal Boundaries.
3. Any outstanding Development Agreements between the Developer and the City of Hobbs concerning the production of Market Rate Single Family Housing shall become null and void upon the ratification of this agreement herewith.

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

#### **A. Work To Be Performed.**

1. The Developer shall furnish to the City its Professional Housing Developer Services for certain work regarding the Market Rate Single Family Housing. All single family structures completed under this agreement shall be located within the municipal boundaries and shall have received a certificate of occupancy after ratification of this agreement.
2. Developer shall furnish to City its professional Housing Developer Services as provided by this Agreement. The specific duties include the production and delivering to the public Market Rate Single Family Housing Units in Hobbs. Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time.
3. Specific activities required are to develop privately owned real property in the City including designing, building and transferring to the public individual market rate single family housing units. The City's subsidy may include any or all funding assistance incentives established in the most currently adopted **Market Rate Single Family Housing Development Agreement Policy** at the time of payment request. Incentive maximums are available for installed public municipal infrastructure only.

Based on quantities of required publicly owned infrastructure installed supporting the project, the City Engineer shall determine if the value of the infrastructure is adequate as an equal exchange of value for the amount of City subsidy contributed to the market rate single family housing unit. The City Engineer shall resolve any issues concerning value or extent of infrastructure and amount of square footage of constructed housing units. Specifically, the City Engineer will determine the value or unit costs of the publicly owned infrastructure according to City of Hobbs currently adopted **Market Rate Single Family Housing Development Agreement Policy** and any public infrastructure projects and estimates at the time of payment request.

**B. Payment For Services.**

- 1) The City shall pay for said services at the rates specified in the most current **Market Rate Single Family Housing Development Agreement Policy**. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed **One Hundred Thousand Dollars (\$100,000.00)**, unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will typically be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.
- 4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 5 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

**C. Construction Requirements.**

Construction shall be of energy-efficient design per the current New Mexico Energy Conservation Code.

**D. Assignment of Agreement.**

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

**E. Insurance Requirements and Hold Harmless Provision.**

1. Developer agrees to obtain and maintain appropriate insurance during the course of the development of market rate single family housing with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities resulting from the conduct, negligence, errors or omissions of Developer or any employee or agent of Developer while engaged in performing the services called for herein.
2. The Developer shall maintain insurance coverage for General Liability, Automobile Liability, Errors and Omissions Insurance, and Workers' Compensation, subject to review and approval of the City Attorney.

**F. Governing Law and Provisions.**

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

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

**G. Final Payment and Release of Claims.**

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

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

**H. Amendments.**

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

**I. Breach.**

1. The following events constitute a breach of this Agreement by Developer:
  - a) Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
2. The following events constitute a breach of this Agreement by City:
  - a) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

**J. Remedies Upon Breach.**

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

**K. Termination.**

This Agreement shall be terminated upon the completion of all tenants herein specified or 365 days from date of ratification whichever comes first. A request for infrastructure reimbursement, for a qualified unit produced within the terms of this agreement, received after the Termination Date of this agreement will not eligible for payment.

**L. Notice.**

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid to the following:

To the City  
ATTN:  
City Attorney  
200 E. Broadway  
Hobbs, NM 88240;

To Developer  
ATTN:  
ALJO Development, LLC  
1728 W Bender  
Hobbs, NM 88220  
[alberto@entrenchinc.com](mailto:alberto@entrenchinc.com)  
(575)441-3203

Notice shall be deemed to be received on the fifth day following posting.

**M. Entire Agreement.**

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

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

**City of Hobbs**

**Developer**

\_\_\_\_\_  
By: Sam D. Cobb, Mayor

\_\_\_\_\_  
By: ALJO Development, LLC

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jan Fletcher, City Clerk

\_\_\_\_\_  
Valerie Chacon, City Attorney





# CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 17<sup>th</sup>, 2024

**SUBJECT:** Consideration to Approve A Development Agreement With Corrales Construction LLC Concerning The Development Of Market Rate Single-Family Housing.

DEPT. OF ORIGIN: Planning Division  
DATE SUBMITTED: June 6<sup>th</sup>, 2024  
SUBMITTED BY: Todd Randall – Assistant City Manager

**Summary:** Corrales Construction LLC has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$100,000.

Housing Units Produced: 5  
Total Incentive Received To Date: \$25,000

**Fiscal Impact:**

Reviewed By: \_\_\_\_\_  
*Finance Department*

Budget Available \$311,381.00  
Budget Line: 010100-44901-170 (Single Family Housing)

Note: The City received \$2.8M from the County for fiscal year FY23-24 expenditures

**Attachments:** Resolution & Development Agreement.

**Legal Review:**

Approved As To Form:

Valerie S. Chacon  
*City Attorney*

**Recommendation:**

Commission to consider approval / denial of the attached Development Agreement.

**Approved For Submittal By:**

TODD RANDALL

*Denial*

*City Manager*

Digitally signed by TODD RANDALL  
DN: C=US, E=t.randall@hobbsnm.org,  
O=City of Hobbs, OU=Office of City  
Manager, CN=TODD RANDALL  
Location: City Hall  
Reason: I am approving this document  
City Info: 75-397-9237  
Date: 2024.06.07 08:24:44-06'00'

**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. 7499

**A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH CORRALES CONSTRUCTION LLC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.**

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

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

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

1. The City of Hobbs hereby approves the Development Agreement, which is attached hereto and made a part of this Agreement as Exhibit #1 and the Mayor, and/or his designee, is hereby authorized to execute the Agreement.
2. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 17<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
Sam D. Cobb, Mayor

ATTEST:

\_\_\_\_\_  
Jan Fletcher, City Clerk

## MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

**THIS AGREEMENT** is entered into on this 17<sup>th</sup> day of June 2024 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and **Corrales Construction LLC, 1824 Indian Rd., Carlsbad, NM 88220** (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

### RECITALS:

1. The City requires to contract with a Market Rate Single Family Development Company to deliver Single Family Market Rate Housing to the Citizens of Hobbs, New Mexico.
2. Developer has submitted a proposal to the City to deliver the required Market Rate Single Family Housing, to be produced within 365 days of ratification of this agreement, within the Municipal Boundaries.
3. Any outstanding Development Agreements between the Developer and the City of Hobbs concerning the production of Market Rate Single Family Housing shall become null and void upon the ratification of this agreement herewith.

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

#### **A. Work To Be Performed.**

1. The Developer shall furnish to the City its Professional Housing Developer Services for certain work regarding the Market Rate Single Family Housing. All single family structures completed under this agreement shall be located within the municipal boundaries and shall have received a certificate of occupancy after ratification of this agreement.
2. Developer shall furnish to City its professional Housing Developer Services as provided by this Agreement. The specific duties include the production and delivering to the public Market Rate Single Family Housing Units in Hobbs. Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time.
3. Specific activities required are to develop privately owned real property in the City including designing, building and transferring to the public individual market rate single family housing units. The City's subsidy may include any or all funding assistance incentives established in the most currently adopted **Market Rate Single Family Housing Development Agreement Policy** at the time of payment request. Incentive maximums are available for installed **public municipal infrastructure** only.

Based on quantities of required publicly owned infrastructure installed supporting the project, the City Engineer shall determine if the value of the infrastructure is adequate as an equal exchange of value for the amount of City subsidy contributed to the market rate single family housing unit. The City Engineer shall resolve any issues concerning value or extent of infrastructure and amount of square footage of constructed housing units. Specifically, the City Engineer will determine the value or unit costs of the publicly owned infrastructure according to City of Hobbs currently adopted **Market Rate Single Family Housing Development Agreement Policy** and any public infrastructure projects and estimates at the time of payment request.

**B. Payment For Services.**

- 1) The City shall pay for said services at the rates specified in the most current **Market Rate Single Family Housing Development Agreement Policy**. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed **One Hundred Thousand Dollars (\$100,000.00)**, unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will typically be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.
- 4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 5 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

**C. Construction Requirements.**

Construction shall be of energy-efficient design per the current New Mexico Energy Conservation Code.

**D. Assignment of Agreement.**

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

**E. Insurance Requirements and Hold Harmless Provision.**

1. Developer agrees to obtain and maintain appropriate insurance during the course of the development of market rate single family housing with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities resulting from the conduct, negligence, errors or omissions of Developer or any employee or agent of Developer while engaged in performing the services called for herein.
2. The Developer shall maintain insurance coverage for General Liability, Automobile Liability, Errors and Omissions Insurance, and Workers' Compensation, subject to review and approval of the City Attorney.

**F. Governing Law and Provisions.**

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

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

**G. Final Payment and Release of Claims.**

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

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

**H. Amendments.**

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

**I. Breach.**

1. The following events constitute a breach of this Agreement by Developer:
  - a) Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
2. The following events constitute a breach of this Agreement by City:
  - a) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

**J. Remedies Upon Breach.**

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

**K. Termination.**

This Agreement shall be terminated upon the completion of all tenants herein specified or 365 days from date of ratification whichever comes first. A request for infrastructure reimbursement, for a qualified unit produced within the terms of this agreement, received after the Termination Date of this agreement will **not** eligible for payment.

**L. Notice.**

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid to the following:

To the City  
ATTN: City Attorney  
200 E. Broadway  
Hobbs, NM 88240;

To Developer  
Developer ATTN:  
**Corrales Construction, LLC**  
**1824 Indian Rd.**  
**Carlsbad, NM 88220**  
**[camille@corralesconstruction.com](mailto:camille@corralesconstruction.com)**,  
**(575)628-8412**

Notice shall be deemed to be received on the fifth day following posting.

**M. Entire Agreement.**

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

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

**City of Hobbs**

**Developer**

\_\_\_\_\_  
By: Sam D. Cobb, Mayor

\_\_\_\_\_  
By: Corrales Construction, LLC

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jan Fletcher, City Clerk

\_\_\_\_\_  
Valerie Chacon, City Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 17th, 2024

SUBJECT: Consideration to Approve A Development Agreement with YMH Concerning The Development Of Market Rate Single-Family Housing.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: June 6th, 2024
SUBMITTED BY: Todd Randall – Assistant City Manager

Summary: YMH has requested a Development Agreement concerning the development of single-family housing units located within the municipal boundaries. The developer proposes to produce market rate single-family units and is requesting infrastructure incentives of \$70,000. This is YMH's first Development Agreement.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

Budget Available \$311,381.00
Budget Line: 010100-44901-170 (Single Family Housing)

Note: The City received \$2.8M from the County for fiscal year FY23-24 expenditures

Attachments: Resolution & Development Agreement.

Legal Review:

Approved As To Form:

Valerie S. Chacon City Attorney

Recommendation:

Commission to consider approval / denial of the attached Development Agreement.

Approved For Submittal By:

TODD RANDALL
Digitally signed by TODD RANDALL
DN: C=US, E=t.randall@hobbsnm.org, O=City of Hobbs, OU=Office of City Manager, CN=TODD RANDALL
Location: City Hall
Reason: I am approving this document
Contact Info: 5-397-9237
Date: 2024.07.08 25:10:06:00

[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. 7500

**A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH YMH CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.**

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

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

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

1. The City of Hobbs hereby approves the Development Agreement, which is attached hereto and made a part of this Agreement as Exhibit #1 and the Mayor, and/or his designee, is hereby authorized to execute the Agreement.
2. That City staff and officials are authorized to do any and all deeds to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 17<sup>th</sup> day of June, 2024.

\_\_\_\_\_  
Sam D. Cobb, Mayor

ATTEST:

\_\_\_\_\_  
Jan Fletcher, City Clerk



## MARKET RATE SINGLE FAMILY DEVELOPMENT AGREEMENT

**THIS AGREEMENT** is entered into on this 17<sup>th</sup> day of June 2024 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and YMH, 4830 E Seminole Hwy, Hobbs, NM 88240 (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

### RECITALS:

1. The City requires to contract with a Market Rate Single Family Development Company to deliver Single Family Market Rate Housing to the Citizens of Hobbs, New Mexico.
2. Developer has submitted a proposal to the City to deliver the required Market Rate Single Family Housing, to be produced within 365 days of ratification of this agreement, within the Municipal Boundaries.
3. Any outstanding Development Agreements between the Developer and the City of Hobbs concerning the production of Market Rate Single Family Housing shall become null and void upon the ratification of this agreement herewith.

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

#### **A. Work To Be Performed.**

1. The Developer shall furnish to the City its Professional Housing Developer Services for certain work regarding the Market Rate Single Family Housing. All single family structures completed under this agreement shall be located within the municipal boundaries and shall have received a certificate of occupancy after ratification of this agreement.
2. Developer shall furnish to City its professional Housing Developer Services as provided by this Agreement. The specific duties include the production and delivering to the public Market Rate Single Family Housing Units in Hobbs. Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time.
3. Specific activities required are to develop privately owned real property in the City including designing, building and transferring to the public individual market rate single family housing units. The City's subsidy may include any or all funding assistance incentives established in the most currently adopted **Market Rate Single Family Housing Development Agreement Policy** at the time of payment request. Incentive maximums are available for installed public municipal infrastructure only.

Based on quantities of required publicly owned infrastructure installed supporting the project, the City Engineer shall determine if the value of the infrastructure is adequate as an equal exchange of value for the amount of City subsidy contributed to the market rate single family housing unit. The City Engineer shall resolve any issues concerning value or extent of infrastructure and amount of square footage of constructed housing units. Specifically, the City Engineer will determine the value or unit costs of the publicly owned infrastructure according to City of Hobbs currently adopted **Market Rate Single Family Housing Development Agreement Policy** and any public infrastructure projects and estimates at the time of payment request.

**B. Payment For Services.**

- 1) The City shall pay for said services at the rates specified in the most current **Market Rate Single Family Housing Development Agreement Policy**. Payment will not be made by the City for any unit until a certificate of occupancy is issued, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed **Seventy Thousand Dollars (\$70,000.00)**, unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued, provided the certificate of occupancy for the unit is issued after ratification of this agreement. Payment will typically be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.
- 4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 5 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

**C. Construction Requirements.**

Construction shall be of energy-efficient design per the current New Mexico Energy Conservation Code.

**D. Assignment of Agreement.**

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

**E. Insurance Requirements and Hold Harmless Provision.**

1. Developer agrees to obtain and maintain appropriate insurance during the course of the development of market rate single family housing with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities resulting from the conduct, negligence, errors or omissions of Developer or any employee or agent of Developer while engaged in performing the services called for herein.
2. The Developer shall maintain insurance coverage for General Liability, Automobile Liability, Errors and Omissions Insurance, and Workers' Compensation, subject to review and approval of the City Attorney.

**F. Governing Law and Provisions.**

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

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

**G. Final Payment and Release of Claims.**

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

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

**H. Amendments.**

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

**I. Breach.**

1. The following events constitute a breach of this Agreement by Developer:
  - a) Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
2. The following events constitute a breach of this Agreement by City:
  - a) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

**J. Remedies Upon Breach.**

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

**K. Termination.**

This Agreement shall be terminated upon the completion of all tenants herein specified or 365 days from date of ratification whichever comes first. A request for infrastructure reimbursement, for a qualified unit produced within the terms of this agreement, received after the Termination Date of this agreement will not eligible for payment.

**L. Notice.**

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid to the following:

To the City  
ATTN:  
City Attorney  
200 E. Broadway  
Hobbs, NM 88240;

To Developer  
ATTN:  
**YMH**  
**4830 E Seminole Hwy**  
**Hobbs, NM 88220**  
[lwhitley@ymhinc.net](mailto:lwhitley@ymhinc.net),  
**(575) 393-1525**

Notice shall be deemed to be received on the fifth day following posting.

**M. Entire Agreement.**

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

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

**City of Hobbs**

**Developer**

\_\_\_\_\_  
By: Sam D. Cobb, Mayor

\_\_\_\_\_  
By: YMH

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jan Fletcher, City Clerk

\_\_\_\_\_  
Valerie Chacon, City Attorney