

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Christopher R. Mills

Patricia A. Taylor

Joseph D. Calderón

Dwayne Penick

Don R. Gerth

Acting City Manager

Manny Gomez

January 7, 2019



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

Monday, January 7, 2019 - 6:00 p.m.

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner - District 1

Christopher R. Mills
Commissioner - District 2

Patricia A. Taylor
Commissioner - District 3

Joseph D. Calderón
Commissioner - District 4

Dwayne Penick
Commissioner - District 5

Don R. Gerth
Commissioner - District 6

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the December 17, 2018, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

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

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

2. Consideration of Approval of a Memorandum of Understanding with the University of the Southwest (USW) for Use, Access and Participation of USW's Men's and Women's Golf Teams at Rockwind Community Links *(Doug McDaniel, Parks and Recreation Director)*
3. Consideration of Approval of a Memorandum of Understanding with the New Mexico Junior College (NMJC) for Use, Access and Participation by the NMJC Men's Golf Team at Rockwind Community Links *(Doug McDaniel, Parks and Recreation Director)*
4. Consideration of Approval of a Memorandum of Understanding with the Hobbs Municipal Schools Regarding the Use of Rockwind Community Links *(Doug McDaniel, Parks and Recreation Director)*
5. Resolution No. 6747 - Declaring All Meetings of the City Commission and Boards to be Public Meetings and Adopting Reasonable Notice Procedures *(Efren Cortez, City Attorney)*
6. Resolution No. 6748 - Authorizing the Removal of Uncollectible Returned Checks in the Total Amount of \$1,243.40 *(Toby Spears, Finance Director)*

DISCUSSION

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

7. Consideration of Approval of a Professional Services Agreement with Luke Otero for Lobbying Services for the 2019 New Mexico Legislative Session in the Amount of \$27,500.00 Plus Expenses Not to Exceed \$1,250.00 *(Efren Cortez, City Attorney)*
8. Consideration of Approval of the Paid Time Off (PTO) Payout for Calendar Year 2018 *(Toby Spears, Finance Director)*

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

9. Next Meeting Date:

- ▶ City Commission Regular Meeting
Tuesday, January 22, 2019, at 6:00 p.m.

ADJOURNMENT

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9207 at least 72 hours prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk's Office if a summary or other type of accessible format is needed.



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 7, 2019

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: December 31, 2018
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of December 17, 2018

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, December 17, 2018, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Call to Order and Roll Call

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

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

Also present:

Manny Gomez, Acting City Manager/Fire Chief
Efren Cortez, City Attorney
Chris McCall, Police Chief
Brian Dunlap, Deputy Police Chief
Chad Wright, Police Captain
Barry Young, Deputy Fire Chief
Kevin Shearer, Fire Captain
Mark Ray, Battalion Chief
Toby Spears, Finance Director
Shelia Baker, General Services Director
Tim Woomer, Utilities Director
Kaylyn Lewis, Utilities Office Manager
Todd Randall, City Engineer
Doug McDaniel, Parks and Recreation Director
Matt Hughes, Golf Superintendent
Ron Roberts, Information Technology Director
Nicholas Goulet, Human Resources Director
Tracy South, Assistant Human Resources Director
Raymond Bonilla, Community Services Director
Art De La Cruz, Code Enforcement Superintendent
Sandy Farrell, Library Director
Ann Betzen, Risk Manager/Executive Assistant
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
34 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting held on December 3, 2018, be approved as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Recognition of Employee Milestone Service Awards for December, 2018.

Acting City Manager/Fire Chief Manny Gomez recognized the employees who have reached milestone service awards with the City of Hobbs for the month of December, 2018. He read their job titles and gave a brief summary of the job duties performed by each of the following employees:

- ▶ 5 years - Victoria Lerma, Hobbs Fire Department
- ▶ 15 years - Cynthia Guzman, Utilities Department

Acting City Manager/Fire Chief Gomez stated 81 employees were recognized in 2018 for attaining milestone service awards for a total of 940 years of dedicated service. He gave the breakdown by departments. Acting City Manager/Fire Chief Gomez thanked the Commission for recognizing the employees for their service to the City. He stated the employees are the most important resource and asset within the organization. Acting City Manager/Fire Chief Gomez expressed thanks and appreciation to the employees and their families.

Recognition of Rockwind Community Links - Awarded as Golf Club of the Year by the Sun Country Amateur Golf Association.

Mr. Doug McDaniel, Parks and Recreation Director, stated the City Commission, in conjunction with City staff and architect Andy Staples, had a great vision for the planning and development of Rockwind Community Links which came to fruition with the grand opening of the golf course in May, 2015. Since that time, Rockwind has been recognized in numerous media articles about being a model municipal golf course and possibly igniting an industry standard.

Mr. McDaniel reviewed the growing list of awards which Rockwind Community Links has received:

2015	Golf Digest Golf, Inc. ASGCA	Best New Golf Courses Best New Golf Developments in the World Design Excellence Award
2016	Golfweek Magazine	Best Courses You Can Play in New Mexico #10
2017	Golf Digest Golf Week Magazine	Best Golf Courses in New Mexico (#9) for 2017-2018 Best Courses You Can Play in New Mexico #9
2018	Golf Week Magazine SCAGA	Best Courses You Can Play in New Mexico #3 Golf Club of The Year

Mr. McDaniel recognized all of the City staff who contribute daily to the success of Rockwind Community Links.

Public Comments

Mayor Cobb recognized Lea County Sheriff Corey Helton in the audience.

Mayor Cobb stated any citizens wishing to speak during Public Comments need to sign the form provided in the entry of the Commission Chamber. For the record, Mr. Robert Lujan, Ms. Pat Huntley and her dog, Razz Huntley, signed the Public Comment Registration Form wishing to speak.

Mr. Robert Lujan thanked the City staff for all of the good work done during the year. He stated he sent a letter to Mayor Cobb regarding his request for a Veterans Memorial. Mr. Lujan also addressed comments to the Commission regarding large potholes located in various shopping centers throughout town. He requested the City contact the owners and require them to repair the potholes or have City staff do the work and get reimbursed by the owners. He stated the potholes are a safety issue.

Mr. Lujan thanked the Hobbs Police and Fire Departments for all they do in the community. He stated Hobbs is a great city.

Ms. Pat Huntley stated this is her second year ringing the Christmas bell for the Salvation Army, and she requested that the City of Hobbs' Department Heads volunteer in ringing the bell. She stated their goal this year is to collect \$50,000.00 in donations.

Ms. Huntley, on behalf of Razz Huntley the dog, wished everyone a Merry Christmas. She stated the animals at the Hobbs Animal Adoption Center will receive a stocking with toys, treats and blankets. Ms. Huntley stated any donations for the stockings would be greatly appreciated,

Consent Agenda

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

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

Resolution No. 6745 - Authorizing the Submission of a Grant Application with the Department of Homeland Security for the Federal Assistance to Firefighter Grant Program for the Purchase of a Fire Safety Training Trailer.

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

Discussion

There were no Discussion items presented to the Commission.

Action Items

Resolution No. 6746 - Approving a Development Agreement with French Brothers, Inc., Concerning the Development of Market Rate Single Family Housing Units.

Mr. Todd Randall, City Engineer, stated French Brothers has requested a development agreement concerning the development of market rate single-family housing units located within the Zia Crossing Subdivision. He stated the developer proposes to produce market rate single-family units and is requesting infrastructure incentives in the maximum amount of \$100,000.00 per the development agreement. He stated the units will be located at the Zia Crossing Subdivision.

Commissioner Penick moved to approve Resolution No. 6746 authorizing a development agreement with French Brothers for the development of market rate single-family housing units not to exceed \$100,000.00, as presented. Commissioner Gerth seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes,

Calderón yes, Gerth yes, Penick yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration of Approval to Purchase a 2018 Vac-Con Hydro-Excavator from Vac-Con, Inc., in the Amount of \$335,548.00 Utilizing HGACBuy Contract Number SC01-18.

Mr. Tim Woomer, Utilities Director, stated the Utilities Department is requesting to purchase a 2018 Vac-Con Hydro-Excavator equipped with a nine cubic yard debris tank and a capacity of 800 gallons of fresh water. He stated the purchase of this vehicle would replace a 2008 Hydro-Excavator that is in need of major mechanical repairs and has reached its useful life expectancy. Mr. Woomer further stated this vehicle serves as a safer and faster method of performing repairs and maintenance required for the City's Water Distribution System. He stated the unit will last for about 10 years.

Commissioner Gerth moved to approve the purchase of the vehicle in the amount of \$335,548.00 utilizing HGACBuy Contract SC01-18. Commissioner Penick seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Mayor Cobb stated the date of the next regular Commission meeting will be Monday, January 7, 2019.

Acting City Manager/Fire Chief Gomez stated he is fortunate to manage a great team and staff at the City of Hobbs. He stated there have been many changes throughout the year such as the opening of the Center of Recreation Excellence (C.O.R.E.), an increase in housing units and renovation of City Park. He stated the Hobbs Police and Fire Departments have seen an increase in their call volumes and the Hobbs Animal Adoption Center has rescued over 1,050 animals. He stated \$1 million has been spent on street maintenance and \$800,000.00 in waterline replacements. He stated the Human Resources Department has processed and hired 325 City employees, the Legal Department is fully staffed, and a Convention and Visitor's Bureau (CVB) was created and held its first Tree Lighting Ceremony. This year, the Clerk's Office administered the regular Municipal Election that had 16 candidates and also held a first-ever Runoff Election. Acting City Manager/Fire Chief Gomez thanked the Commission for its loyalty, support and guidance in 2018. He stated there will be changes and great things ahead for the City in 2019.

Commissioner Gerth stated Rockwind Community Links is a great place because of employees. He wished everyone a Merry Christmas and a Happy New Year.

Commissioner Mills wished everyone a Happy New Year. He expressed his appreciation to City staff for their professionalism and great work ethics.

Commissioner Taylor thanked all of the City's workers for making District 3 look very nice. She also wished everyone a Merry Christmas and a Happy New Year.

Commissioner Calderón stated he sees City employees working on the Health Trail and they do a great job. He also wished everyone a Merry Christmas and a Happy New Year.

Commissioner Newman also wished everyone a Merry Christmas and a Happy New Year.

Mayor Cobb expressed his appreciation to the Commission and City staff for their support throughout the year. He stated the community has been very supportive to him following the loss of his wife. He also wished everyone a Merry Christmas and a Happy New Year.

Adjournment

There being no further business or comments, Commissioner Newman moved that the meeting adjourn. Commissioner Penick seconded the motion and the vote was recorded as follows: Newman yes, Mills yes, Taylor yes, Calderón yes, Penick yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 6:35 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 7, 2019

SUBJECT: CONSIDER APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HOBBS AND THE UNIVERSITY OF THE SOUTHWEST (USW) FOR USE, ACCESS AND PARTICIPATION OF USW'S MEN'S & WOMEN'S GOLF TEAMS AT ROCKWIND COMMUNITY LINKS.

DEPT. OF ORIGIN: Parks and Recreation / Legal
DATE SUBMITTED: December 28, 2018
SUBMITTED BY: Doug McDaniel, Parks & Recreation Director

Summary:

The City of Hobbs and the University of the Southwest have previously agreed to a MOU regarding the use of Rockwind Community Links Golf Course for USW's Men's and Women's Golf Teams. The previous agreement has expired.

As in the previous agreement, the City of Hobbs is proposing to provide USW with practice space three days per week during the school year on the driving range, access to the Par 3 Course and 18 Hole Course and two tournaments per year, one for the Men's Golf Program and one for the Women's Golf Program. The City will provide access for 24 golfers (12 Men, 12 Women).

USW is willing to compensate the City of Hobbs for use of Rockwind Community Links, as follows:

- \$200 per semester for each golfer
- \$3 to play the 18 Hole Course outside of practice times (if space is available); there will be no charge to play the course during practice times (if space is available)
- \$16 per person to rent a cart for 18 holes with a valid driver's license; Coaches will have the complimentary use of two golf carts during practice times
- \$10 per participant for all non-USW golfers during the two tournaments that will be hosted
- There will be no fees charged for range balls
- There will be no fees charged to play the Par 3 Course at any time (if space is available)

Fiscal Impact

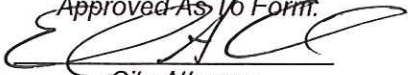
Reviewed by: _____


Finance Department

The City of Hobbs will receive revenue of \$4,800 per semester (\$9,600 per academic year) if there are twelve golfers on each of the USW Men's & Women's Golf Teams. Additional revenue will be generated dependent on the number of 18 Hole Course greens fees, cart fees, and tournament participants.

Attachments: Copy of the Memorandum of Understanding Between the City of Hobbs and the University of the Southwest.

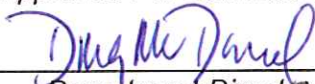
Legal Review:

Approved As To Form.

City Attorney

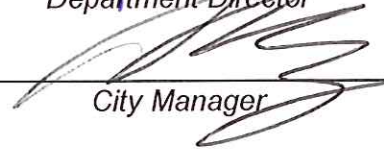
Recommendation:

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

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Approved _____

Denied _____

Other _____

File No. _____

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

This Memorandum of Understanding is made this _____ day of _____, 2019, by and between the City of Hobbs (hereinafter "CITY") and the University of the Southwest (hereinafter "USW").

PURPOSE

The purpose of this agreement is to establish guidelines for the usage, access, and participation of USW Men's and Women's Golf Teams at Rockwind Community Links, which is property of CITY. CITY and USW aim to promote a working relationship between each to achieve the best results for the community. CITY and USW agree to cooperate as outlined in this Memorandum of Understanding.

DUTIES

I. CITY DUTIES

CITY will ensure the following obligations are met:

- A. CITY will provide practice space at Rockwind Community Links for USW Men's and Women's Golf Teams three days a week during the school year, which include the months August through December and January through May each year.
- B. CITY will determine the specific practice space available on a daily basis as determined at the sole discretion of the Rockwind Community Links General Manager, or designee.
- C. CITY will provide practice space for up to twelve (12) student-athletes from each of the USW Varsity Golf Teams (Men's (12) and Women's (12)) (hereinafter "Members"), per practice. Additional student-athletes who may have been added to either the Men's and Women's GOLF Team Rosters beyond the indicated twelve (12) Members for each program per practice may also be considered pending further discussion and mutual agreement between the CITY and USW.
- D. CITY will provide a maximum of two (2) carts for the coaches' use at practice based on availability. Keys to said

carts are to be picked up from and returned to the Golf Shop Staff.

- E. CITY will provide access for tee times on the 18-hole course and/or the Par 3 course during practice times, if such space is available.
- F. CITY will provide access to Rockwind Community Links for one (1) Collegiate Tournament per year Men's Golf and (1) Collegiate Tournament per year for Women's Golf. The following tournament rates will apply:
 - 1. All outside participants each shall pay a fee of \$10.00.
- G. CITY will provide year-round daily access for "personal practice" to a maximum of twenty-four (24) members. Such access will be on the same basis as other users but at the rates specified in paragraph H. Additionally student-athletes who may have been added to either the Men's or Women's Golf Team Rosters beyond the indicated twelve total (12) Members each program may also be considered for "personal practice" pending further discussion and mutual agreement between CITY and USW.
- H. The following rates will apply to Members' use of the courses:
 - 1. Members will receive complimentary range balls;
 - 2. Members with a valid driver's license may rent a cart for \$16.00 per person;
 - 3. Members may play the 18-hole course for a fee of \$3.00;
 - 4. Members may play the Par 3 course for no charge.
- I. CITY will manage availability of driving range space and tee times for "personal practice" for members of USW's Golf Teams.
- J. CITY shall reserve the right to permanently ban Members and/or coaches from Rockwind Community Links for damage intentionally inflicted to and/or theft of CITY property.

II. USW DUTIES

USW will ensure the following obligations are met:

- A. USW will provide CITY with a list of all Golf Team members at the commencement of each semester. Players not listed will not be offered the privileges entailed herein;
- B. USW will ensure that all Golf Team members and coaches check in with the golf shop prior to playing either the 18-hole course or the Par 3 course. USW further understands that failure to abide by this requirement will result in dismissal of non-compliant individuals.
- C. USW will ensure that all Golf Team members and coaches are appropriately dressed in golf attire at all times while playing/practicing at Rockwind Community Links. The following list shall serve as a guideline for attire:
 - 1. Collared shirts are required;
 - 2. Tennis shoes or golf shoes are required;
 - 3. Cut-off shirts are unacceptable;
 - 4. Cut-off shorts are unacceptable;
 - 5. Denim clothing is unacceptable;
 - 6. T-shirts are unacceptable.
- D. USW will ensure best practices and reasonable care are exercised by its Members and coaches in their use of Rockwind Community Links and City equipment.
- E. USW will ensure that all Golf Team members and coaches sand divots on the range and fix ball marks following practice.
- F. USW will schedule all qualifying events in which tee times will be required at least one (1) week prior to the event.
- G. USW will ensure that all Golf Team members and coaches act in a manner that is respectful to Rockwind Community Links course, facility, staff members, and other guests. USW understands that any violation will result in possible dismissal from the program and, depending on the severity of each violation; the violators may be permanently banned from Rockwind Community Links.
- H. USW will provide \$200 per member each semester to CITY prior to the commencement of the program. Members who are added mid-semester will be charged the full \$200 when added.

MERGER OF AGREEMENT

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

SOVEREIGN IMMUNITY

The City 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

The CITY and the USW each will either maintain liability insurance covering the activities and agreements contemplated by this Memorandum of Understanding or qualify as a self-insured entity, as required by law.

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.

SEVERABILITY

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

GOVERNING LAW

This Memorandum of Understanding shall be construed in accordance with the laws of the State of New Mexico.

EFFECTIVE DATE

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

UNIVERSITY OF THE SOUTHWEST

BY: _____
Dr. Quint C. Thurman
President

Date: _____

CITY OF HOBBS

BY: _____
Sam Cobb
Mayor

Date: _____

BY: _____
Manny Gomez
City Manager

Date: _____

Approved as to Form:

By: _____
Efren A. Cortez
City Attorney

Date: _____

By: _____
Attorney for University of Southwest

Date: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 7, 2019

SUBJECT: CONSIDER APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HOBBS AND THE NEW MEXICO JUNIOR COLLEGE (NMJC) FOR USE, ACCESS AND PARTICIPATION OF THE NMJC MEN'S GOLF TEAM AT ROCKWIND COMMUNITY LINKS

DEPT. OF ORIGIN: Parks and Recreation / Legal
DATE SUBMITTED: December 28, 2018
SUBMITTED BY: Doug McDaniel, Parks & Recreation Director

Summary:

The City of Hobbs and the New Mexico Junior College have previously agreed to a MOU regarding the use of Rockwind Community Links Golf Course for the NMJC Men's Golf Team. The previous agreement has expired.

As in the previous agreement, the City of Hobbs is proposing to provide NMJC with practice space three days per week during the school year on the driving range, access to the Par 3 Course and 18 Hole Course and one two tournament per year. The City will provide access for 15 golfers.

NMJC is willing to compensate the City of Hobbs for use of Rockwind Community Links, as follows:

- \$200 per semester for each golfer
- \$3 to play the 18 Hole Course outside of practice times (if space is available); there will be no charge to play the course during practice times (if space is available)
- \$16 per person to rent a cart for 18 holes with a valid driver's license; Coaches will have the complimentary use of two golf carts during practice times
- \$10 per participant for all non-NMJC golfers during the one tournament that will be hosted
- There will be no fees charged for range balls
- There will be no fees charged to play the Par 3 Course at any time (if space is available)

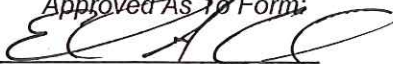
Fiscal Impact

Reviewed by: 
Finance Department

The City of Hobbs will receive revenue of \$3,000 per semester (\$6,000 per academic year) if there are fifteen golfers on the NMJC Men's Golf Team. Additional revenue will be generated dependent on the number of 18 Hole Course greens fees, cart fees, and tournament participants.

Attachments: Copy of the Memorandum of Understanding Between the City of Hobbs and New Mexico Junior College.

Legal Review:

Approved As To Form:

City Attorney


Recommendation:

Staff recommends that the Commission approve the Memorandum of Understanding Between the City of Hobbs and New Mexico Junior College

Approved For Submittal By:



Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

Denied _____

File No. _____

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE NEW MEXICO JUNIOR COLLEGE AND THE
CITY OF HOBBS**

This Memorandum of Understanding is made this _____ day of _____, 2019, by and between the City of Hobbs (hereinafter "CITY") and the New Mexico Junior College (hereinafter "NMJC").

PURPOSE

The purpose of this agreement is to establish guidelines for the usage, access, and participation of NMJC's Golf Team at Rockwind Community Links, which is property of CITY. CITY and NMJC aim to promote a working relationship between each to achieve the best results for the community. CITY and NMJC agree to cooperate as outlined in this Memorandum of Understanding.

DUTIES

I. CITY DUTIES

CITY will ensure the following obligations are met:

- A. CITY will provide practice space at Rockwind Community Links for the NMJC Golf Team three days a week during the school year.
- B. CITY will determine the practice space available on a daily basis as determined at the sole discretion of the Rockwind Community Links General Manager, or designee.
- C. CITY will provide practice space for up to fifteen (15) members from NMJC's Team per practice.
- D. CITY will provide a maximum of two (2) carts for the coaches' use at practice based on availability. Keys to said carts are to be picked up from and returned to the Golf Shop Staff.
- E. CITY will provide access for tee times on the 18-hole course and/or the Par 3 course during practice times, if such space is available.
- F. CITY will provide access to Rockwind Community Links for one (1) Collegiate Tournament per year. The following tournament rates will apply:
 - 1. All outside participants shall pay a fee of \$10.00.

- G. CITY will provide daily access for "personal practice" to a maximum of fifteen (15) members of NMJC's Golf Team. The following rates will apply:
 - 1. Members will receive complimentary range balls;
 - 2. Members with a valid driver's license may rent a cart for \$16.00 per person;
 - 3. Members may play the 18-hole course for a fee of \$3.00;
 - 4. Members may play the Par 3 course for no charge.
- H. CITY will manage availability of driving range space and tee times for "personal practice" for members of NMJC's Golf Team.
- I. CITY shall reserve the right to permanently dismiss members and/or coaches from Rockwind Community Links for damage intentionally inflicted to and/or theft of CITY property.

II. NMJC DUTIES

NMJC will ensure the following obligations are met:

- A. NMJC will provide CITY with a list of all Golf Team members at the commencement of each semester. Players not listed will not be offered the privileges entailed herein;
- B. NMJC will ensure that all Golf Team members and coaches check in with the golf shop prior to playing either the 18-hole course or the Par 3 course. NMJC further understands that failure to abide by this requirement will result in dismissal of non-compliant individuals.
- C. NMJC will ensure that all Golf Team members and coaches are appropriately dressed in golf attire at all times while playing/practicing at Rockwind Community Links. The following list shall serve as a guideline for attire:
 - 1. Collared shirts are required;
 - 2. Tennis shoes or golf shoes are required;
 - 3. Cut-off shirts are unacceptable;
 - 4. Cut-off shorts are unacceptable;
 - 5. Denim clothing is unacceptable;
 - 6. T-shirts are unacceptable.

- D. NMJC will ensure best practices and reasonable care are exercised in use and daily upkeep of Rockwind Community Links.
- E. NMJC will ensure that all Golf Team members and coaches sand divots on the range and fix ball marks following practice.
- F. NMJC will schedule all qualifying events in which tee times will be required at least one (1) week prior to the event.
- G. NMJC will ensure that all Golf Team members and coaches act in a manner that is respectful to Rockwind Community Links course, facility, staff members, and other guests. NMJC understands that any violation will result in possible dismissal from the program and, depending on the severity of each violation; the violators may be permanently banned from Rockwind Community Links.
- H. NMJC will provide \$200 per member each semester to CITY prior to the commencement of the program. Members who are added mid-semester will be charged the full \$200 when added.

MERGER OF AGREEMENT

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

SOVEREIGN IMMUNITY

The City of Hobbs and the New Mexico Junior College, 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 NMJC, and their public employees.

LIABILITY

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

THIRD PARTY BENEFICIARIES

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

INSURANCE

Both the City of Hobbs and the New Mexico Junior College will maintain liability insurance or qualify as a self-insured entity, as required by law.

TERM

This Memorandum of Understanding shall continue in full force and effect, for a period of 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.

SEVERABILITY

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

GOVERNING LAW

This Memorandum of Understanding shall be construed in accordance with the laws of the State of New Mexico.

EFFECTIVE DATE

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

NEW MEXICO JUNIOR COLLEGE

BY: *Kevin W Sharp*
Kelvin Sharp
President

Date: *12/31/2018*

CITY OF HOBBS

BY: _____
Sam Cobb
Mayor

Date: _____

BY: _____
Manny Gomez
City Manager

Date: _____

Approved as to Form:

By: _____
Efren A. Cortez
City Attorney

Date: _____

By: *Scott Holloman*
Attorney for New Mexico Junior College

Date: *12/31/2018*



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 7, 2019

SUBJECT: CONSIDER APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HOBBS AND THE HOBBS MUNICIPAL SCHOOLS (HMS) FOR USE, ACCESS AND PARTICIPATION OF THE HOBBS HIGH SCHOOL GOLF TEAMS AT ROCKWIND COMMUNITY LINKS.

DEPT. OF ORIGIN: Parks and Recreation / Legal
DATE SUBMITTED: December 28, 2018
SUBMITTED BY: Doug McDaniel, Parks & Recreation Director

Summary:

The City of Hobbs and the Hobbs Municipal Schools have previously agreed to a MOU regarding the use of Rockwind Community Links Golf Course for the Hobbs High School Golf Teams. The previous agreement has expired.

As in the previous agreement, the City of Hobbs is proposing to provide HMS with practice space on Mondays, Wednesdays, Thursdays, and Fridays from 4:00 p.m. to 6:00 p.m. during the school year on the driving range, access to the Par 3 Course and 18 Hole Course and two tournaments per year. The City will provide access for 30 golfers.

HMS compensated the City of Hobbs for use of Rockwind Community Links with a contribution of \$150,000.00 toward capital expenses in 2015. Additionally, Hobbs High School Golf Team members will pay for use of Rockwind as follows:

- \$6 to play the 18 Hole Course outside of traditional spring golf season; there will be no fees charged to play the 18 Hole Course during the traditional spring season provided there are tee-times/space available.
- \$16 per person to rent a cart for 18 holes with a valid driver's license; Coaches will have the complimentary use of two golf carts during practice times
- There will be no fees charged to play the Par 3 Course at any time provided there are tee-times/space available.
- There will be no fees charged during the two tournaments that will be hosted.
- There will be no fees charged for range balls

Fiscal Impact

Reviewed by: _____

Finance Department

The City of Hobbs received \$150,000.00 toward capital expenses at Rockwind Community Links in 2015. Additional revenue will be generated dependent on the number of 18 Hole Course greens fees, and cart fees.

Attachments: Copy of the Memorandum of Understanding Between the City of Hobbs and the Hobbs Municipal Schools.

Legal Review:

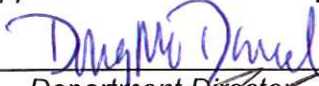
Approved As To Form: _____

City Attorney

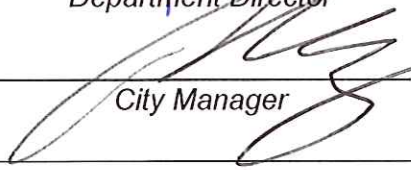
Recommendation:

Staff recommends that the Commission approve the Memorandum of Understanding Between the City of Hobbs and the Hobbs Municipal Schools.

Approved For Submittal By:



Department Director



City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

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

This Memorandum of Understanding is made this _____ day of _____, 2019, by and between the City of Hobbs (hereinafter "CITY") and the Hobbs Municipal Schools (hereinafter "SCHOOLS").

PURPOSE

The purpose of this agreement is to establish guidelines for the usage, access, and participation of SCHOOLS High School Golf Teams at Rockwind Community Links, which is property of CITY. CITY and SCHOOLS aim to promote a working relationship between each to achieve the best results for the community. CITY and SCHOOLS agree to cooperate as outlined in this Memorandum of Understanding.

DUTIES

I. CITY DUTIES

CITY will ensure the following obligations are met:

- A. CITY will provide practice space at Rockwind Community Links for SCHOOLS Golf Teams from 4 p.m. until 6 p.m. on Mondays, Wednesdays, Thursdays, and Fridays during the school year.
- B. CITY will determine the practice space available on a daily basis as determined at the sole discretion of the Rockwind Community Links General Manager, or designee.
- C. CITY will provide practice space for up to thirty (30) players per practice giving preference to SCHOOLS Varsity and JV teams. Any additional players may be included but additional space may or may not be provided which will be at the sole discretion of the Rockwind Community Links General Manager, or designee.
- D. CITY will provide a maximum of two (2) carts for the coaches' use at practice based on availability. Keys to said carts are to be picked up from and returned to the Golf Shop Staff.
- E. CITY will provide access for tee times on the 18-hole course and/or the Par 3 course during practice times, if such space

is available and use of both courses will be at the sole discretion of the Rockwind Community Links General Manager, or designee.

- F. CITY will provide access to Rockwind Community Links for two (2) High School Tournaments per year at no charge to the SCHOOLS. The SCHOOLS should schedule tournaments a minimum of two months in advance to assure that there are tee-times available.
- G. CITY will provide daily access for "personal practice" to a maximum of thirty (30) members of SCHOOLS Golf Teams. The following rates will apply:
 - 1. Students will receive complimentary range balls;
 - 2. Students with a valid driver's license may rent a cart for \$16.00 per person;
 - 3. Students may play the 18-hole course and Par 3 Course at no charge provided, at the sole discretion of the Rockwind Community Links General Manager, there are tee-times/space available
- H. CITY will manage availability, at the sole discretion of the Rockwind Community Links General Manager, of driving range space and tee times for "personal practice" for members of SCHOOLS Golf Teams.
- I. CITY shall reserve the right to permanently dismiss members and/or coaches from Rockwind Community Links for damage intentionally inflicted to and/or theft of CITY property.
- J. Outside of the SCHOOLS traditional spring golf season, the CITY will provide free use of range balls, the driving range and the Par 3 Course to the thirty (30) players listed by the SCHOOLS in Item C above provided there is space available which will be at the sole discretion of the Rockwind Community Links General Manager, or designee.
- K. Outside of SCHOOLS traditional spring golf season, CITY will provide tee times on the 18-Hole course at the cost of \$6 to the thirty (30) players listed by the SCHOOLS in Item C above. The SCHOOL'S players will adhere to all rules and regulations, and policies in the scheduling of the tee-times as the general public.

II. SCHOOLS DUTIES

SCHOOLS will ensure the following obligations are met:

- A. SCHOOLS will provide CITY with a list of all Golf Team members at the commencement of each High School Golf season. Players not listed will not be offered the privileges entailed herein;
- B. SCHOOLS will ensure that all Golf Team members and coaches check in with the golf shop prior to playing either the 18-hole course or the Par 3 course. SCHOOLS further understand that failure to abide by this requirement will result in dismissal of non-compliant individuals.
- C. SCHOOLS will ensure that all Golf Team members and coaches are appropriately dressed in golf attire at all times while playing/practicing at Rockwind Community Links. The following list shall serve as a guideline for attire:
 - 1. Collared shirts are required;
 - 2. Tennis shoes or golf shoes are required;
 - 3. Cut-off shirts are unacceptable;
 - 4. Cut-off shorts are unacceptable;
 - 5. T-shirts are unacceptable.
- D. SCHOOLS will ensure best practices and reasonable care are exercised in use and daily upkeep of Rockwind Community Links.
- E. SCHOOLS will ensure that all Golf Team members and coaches sand divots on the range and fix ball marks following practice.
- F. SCHOOLS will schedule all qualifying events in which tee times will be required at least one (1) week prior to the event.
- G. SCHOOLS will ensure that all Golf Team members and coaches act in a manner that is respectful to Rockwind Community Links course, facility, staff members, and other guests. SCHOOLS understand that any violation will result in possible dismissal from the program and, depending on the severity of each violation; the violators may be permanently banned from Rockwind Community Links.

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 the Hobbs Municipal Schools will maintain liability insurance or qualify as a self-insured entity, as required by law.

TERM

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

SEVERABILITY

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

NO ORAL MODIFICATION

The forgoing constitutes the entire agreement between the Parties and may be modified only in writing signed by both Parties. Amendments and alterations to this agreement after execution may only be made in writing signed by both Parties.

GOVERNING LAW

This Memorandum of Understanding shall be construed in accordance with the laws of the State of New Mexico.

EFFECTIVE DATE

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

HOBBS MUNICIPAL SCHOOLS

BY: _____
Gary Eidson
President

Date: _____

BY: _____
T.J. Parks
Superintendent

Date: _____

CITY OF HOBBS

BY: _____
Sam Cobb
Mayor

Date: _____

BY: _____
Manny Gomez
City Manager

Date: _____

Approved as to Form:

By: _____
Efren A. Cortez
City Attorney

Date: _____

By: _____
Attorney for Hobbs Municipal Schools

Date: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 7, 2019

SUBJECT: Approval of a Resolution Declaring All Meetings of City Commission, Boards and Committees to be Public Meetings and Adopting Reasonable Notice Procedures

DEPT. OF ORIGIN: City Attorney
DATE SUBMITTED: December 19, 2018
SUBMITTED BY: Efren A. Cortez

Summary:

NMSA 1978, §10-15-1(D), provides that the public body shall determine at least annually in a public meeting what notices for public meetings are reasonable. This Resolution is adopted annually by the governing body setting forth the City of Hobbs' notice procedures.

Fiscal Impact:

Reviewed By: _____

[Signature]
Finance Department

There is no fiscal impact associated with this Resolution.

Attachments:

Resolution

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation:

The Commission should approve the Resolution.

Approved For Submittal By:

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. 6747

A RESOLUTION STATING THE REASONABLE NOTICE PROCEDURES FOR THE CITY OF HOBBS PER THE NEW MEXICO OPEN MEETINGS ACT.

WHEREAS, The Hobbs City Commission met in regular session at the City Hall, City Commission Chambers located at 200 E. Broadway, 1st Floor Annex, Hobbs, New Mexico on January 7, 2019, at 6 p.m. as required by law; and

WHEREAS, Section 10-15-1(B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to -4) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of quorum of members of any board, council, commission, administrative adjudicatory body or other policymaking body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, all persons desiring shall be permitted to attend and listen to the deliberations and proceedings of all public meetings; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1(D) of the Open Meeting Act requires the Hobbs City Commission to determine annually what constitutes reasonable notice of its public meetings;

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

1. All meetings shall be held at City Hall, City Commission Chamber, 200 E. Broadway, 1st Floor Annex, Hobbs, New Mexico at 6 p.m., or as otherwise indicated in the meeting notice.
2. Unless otherwise specified, regular meetings shall be held each month on the first and third Monday of the month. The agenda will be available at least seventy-two hours prior to the meeting from the City Clerk's Office, whose office is located at City Hall in Hobbs, New Mexico. The agenda will also be posted on the Community Bulletin Board located on the first floor of City Hall, and on the City of Hobbs' website at www.hobbsnm.org.
3. Special meetings may be called by the Mayor or a majority of the members upon three days' notice. The notice for a special meeting shall include an agenda for the meeting or information on how a copy of the agenda may be obtained. The agenda will be available at least seventy-two hours before the meeting and posted on the City of Hobbs' website at www.hobbsnm.org.
4. Emergency meetings will be called only under unforeseen circumstances that demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The Hobbs City Commission will avoid emergency meetings whenever possible. Emergency meetings may be called by the Mayor or a majority of the members with twenty-four hours prior notice, unless threat of personal injury or property damage requires less notice. The notice for all emergency meetings shall include an

agenda for the meeting or information on how the public may obtain a copy of the agenda. Within ten days of taking action on an emergency matter, the Hobbs City Commission will notify the Attorney General's Office.

5. For the purpose of regular meetings described in Paragraph 2 of this resolution, notice requirements are met if notice of the date, time, place and agenda is placed in newspapers of general circulation in the state and posted in the following locations: on the Community Bulletin Board located on the first floor of City Hall, and the City of Hobbs' website at www.hobbsnm.org. Copies of the written notice shall also be mailed to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.
6. For the purposes of special meetings and emergency meetings described in Paragraphs 3 and 4, notice requirements are met if notice of the date, time, place and agenda is provided by telephone to newspapers of general circulation in the state and posted on the Community Bulletin Board located on the first floor of City Hall. Telephone notice also shall be given to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.
7. In addition to the information specified above, all notices shall include the following language:

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service

to attend or participate in the hearing or meeting, please contact The City Clerk's Office at City Hall located at 200 E. Broadway, Hobbs, New Mexico or by calling (575) 397-9200 at least one (1) week 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.

8. The Hobbs City Commission may close a meeting to the public only if the subject matter of such discussion or action is excepted from the open meeting requirement under Section 10-15-1(H) of the Open Meetings Act.
 - (a) If any meeting is closed during an open meeting, such closure shall be approved by a majority vote of a quorum of the Hobbs City Commission taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.
 - (b) If a closed meeting is conducted when the Hobbs City Commission is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity, is given to the members and to the general public.
 - (c) Following completion of any closed meeting, the minutes of the open meeting that was closed or the minutes of the next open meeting if the

closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

(d) Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by vote of the Hobbs City Commission in an open public meeting.

9. As provided by NMSA 1978, §10-15-1(C), a member of the public body may participate in a meeting of the public body by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.

PASSED, ADOPTED AND APPROVED this 7th day of January, 2019.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 7, 2019

SUBJECT: Removal of outstanding returned checks determined to be uncollectible.
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: December 27, 2018
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

Returned checks prior to June 30, 2014 resulting from payments made to the City totaling \$1243.40 are deemed uncollectible based on efforts made to collect on the account and locate the debtor. In accordance with 3-37-7, NMSA 1978 accounts with balances resulting from activity four years or older are to be removed from the list of accounts receivable of the City of Hobbs.

Fiscal Impact:

Reviewed By: _____

Finance Department

There is no fiscal impact on a cash basis of accounting as these returned checks have been accounted for as they are returned.

Attachments: Resolution

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Approve the resolution to remove the uncollectible accounts from the list of accounts receivable.

Approved For Submittal By:

Department Director

City Manager

CITY CLERK-S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS
RESOLUTION NO. 6748

A RESOLUTION AUTHORIZING THE REMOVAL
OF UNCOLLECTIBLE RETURNED CHECKS

WHEREAS, there are several uncollectible returned checks dated prior to June 30, 2014, resulting from various City services totaling \$1243.40; and

WHEREAS, diligent efforts to collect the returned checks has been unsuccessful for a period of more than four years; and

WHEREAS, it is the Finance Director's opinion the accounts are uncollectible; and

WHEREAS, the city desires to remove the uncollectible returned check amount from the accounts receivable, pursuant to Section 3-37-7 NMSA 1978 amended.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor be and hereby is, authorized and directed to take all necessary and appropriate action to effectuate this resolution on behalf of the City of Hobbs.

PASSED, ADOPTED AND APPROVED this 7th day of January, 2019

SAM D. COBB, Mayor

ATTEST:

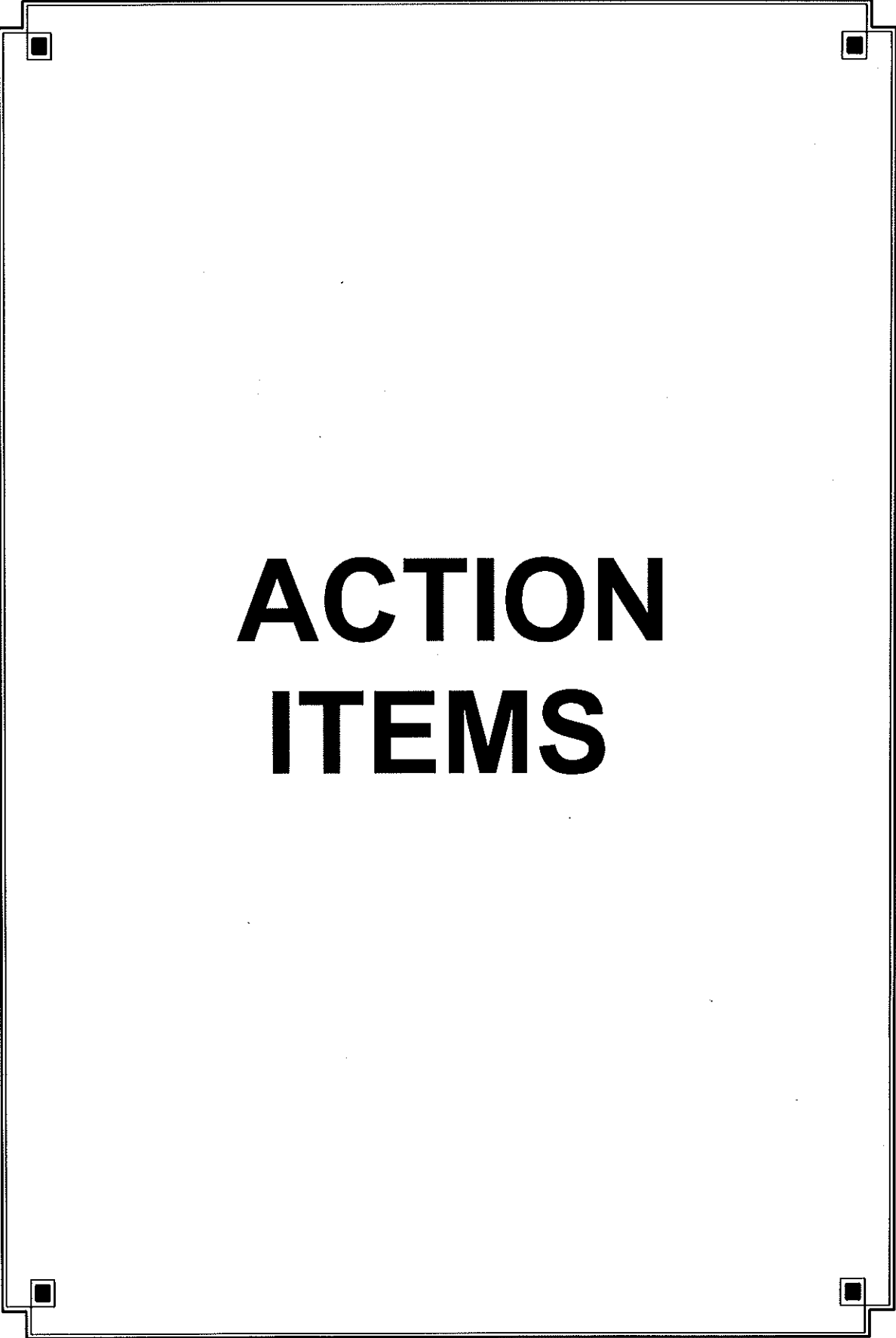
JAN FLETCHER, City Clerk

City of Hobbs
 NSF Checks Reconciliation - General Fund 001-10090
 06/30/2018

<i>GL Date</i>	<i>Name</i>	<i>nsf amount</i>	<i>payment</i>	<i>nsf Balance</i>	<i>notes</i>
FY2014					
07/16/2013	Tyler Bardvalle	75.00		75.00	75.00
08/15/2013	Dominic Garcia	4.00		4.00	79.00
09/04/2013	Brittany Floyd	10.00		10.00	89.00
09/19/2013	Noseff's Consulting	300.00		300.00	389.00
10/28/2013	Justin A Portera	130.00		130.00	519.00

City of Hobbs
 NSF Checks Reconciliation - MVD 700-10090
 06/30/2018

<i>GL Date</i>	<i>Name</i>	<i>NSF Amount</i>	<i>Payment</i>	<i>NSF Balance</i>	<i>GL Balance</i>	<i>Notes</i>
FY2014						
07/16/2013	Karla Banks	81.00		81.00	81.00	
08/15/2013	Dominic Garza	25.00		25.00	106.00	
08/15/2013	Jeffrey Vanlandingham	18.00		18.00	124.00	
08/20/2013	Blanca Aranda	33.00		33.00	157.00	
09/18/2013	Jones Motor Co.	169.20		169.20	326.20	
10/11/2013	Joseph Watkins	18.00		18.00	344.20	
11/07/2013	Reynaldo Cerna	105.00		105.00	449.20	
12/11/2013	Sandra Stewart	50.00		50.00	499.20	
01/17/2014	Ramon Flores	66.00		66.00	565.20	
02/27/2014	Paul Noseff	61.20		61.20	626.40	
06/11/2014	Alicia Valenzuela	98.00		98.00	724.40	



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 7, 2019

SUBJECT: Approval Authorizing the Mayor to Execute a Professional Services Agreement with Luke Otero for Lobbying Services

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: December 19, 2018
SUBMITTED BY: Efren A. Cortez, City Attorney

Summary:

It has been determined that the City would benefit from having the services of a Lobbyist during the 2019 New Mexico Legislative Sessions. Available resources have been reviewed and it has been determined that Luke Otero should provide professional state lobbying services to the City. The proposed Professional Services Agreement is attached. The agreement is for the 2019 Legislative Session, any pre-session meetings/services, and follow up meetings/services following the 2019 session and any interim session meetings/services. This contract is for \$27,500.00 plus expenses, not to exceed \$1,250.00

Fiscal Impact:

The contract is for \$27,500.00 for fiscal year 2019 plus reasonable expenses not to exceed \$1,250.00 for the contract period.

Reviewed By: _____


Finance Department

Attachments:

Professional Services Agreement

Legal Review:

Approved As To Form: _____


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

THIS CONTRACT is made the ____ day of _____, 2019, by and between the City of Hobbs, New Mexico, a municipal corporation located in Lea County, New Mexico (hereinafter referred to as City) and Luke Otero, 1458 Miracerros Loop North, Santa Fe, New Mexico, 87505, an independent contractor (hereinafter referred to as "Contractor").

This Contract is a (Check one):

- Category 1 Contract:** (\$0 – not to exceed \$20,000.00). Purchasing requires good faith efforts to acquire the materials or services at the best obtainable price.
- Category 2 Contract:** (\$20,000.00 - not to exceed \$60,000.00). Purchasing requires three (3) written quotes turned in to the Central Purchasing Office.
- Category 3 Contract:** (\$60,000.00 and over). Purchasing requires formal sealed bids or competitive sealed proposals through the Central Purchasing Office.
- Professional Services Contract under \$60,000.00.** Purchasing requires the direction of the City Manager.
- Professional Services Contract \$60,000.00 and over.** Purchasing requires the direction of the City Manager with City Commission approval, subject to the competitive sealed proposal requirements.

The parties to this contract, in consideration of their mutual promises, agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide professional state lobbying services for the 2019 New Mexico Legislative Session, any pre-session meetings/services, any follow up meetings/services resulting from the 2019 Session and any interim session meetings/services, as fully set forth herein.

2. PRICE

City will pay contractor \$27,500 for services under this agreement. In addition, City will reimburse Contractor for reasonable and actual out-of-pocket expenses not to exceed an aggregate of \$1,250.00. Contractor shall submit a monthly invoice following the final date of the month for any month in which the Contractor has performed under this Agreement. Upon receipt of invoice, City shall render payment for said invoice as soon as practical within fifteen (15) days. Contractor and City shall both be required to keep detailed records regarding the frequency of services rendered so as to accurately account for services billed under this Agreement. In the event the City disputes an invoice within the fifteen (15) days for payment, Contractor shall provide City with records regarding frequency of services complete with dates and times.

Parties agree that the aggregate amount contemplated by this contract shall not exceed \$28,750.00. This amount includes both payment for services and reimbursement of out-of-pocket expenses as

outlined above. All amounts contemplated herein shall include all necessary labor, equipment, materials and all other costs necessary to complete the services specified herein. Nothing contained in this Agreement shall be construed by Contractor as guaranteeing Contractor any minimum amount of work.

3. EFFECTIVE DATES

This Agreement shall be effective for the 2019 New Mexico Legislative Session, any pre-session meetings/service, any follow-up meetings/services resulting from the 2019 Session, and any interim Session meetings/services. This Agreement shall not exceed one year from date of execution (as noted above). This Agreement may be terminated by either party, with or without cause, upon a minimum of thirty (30) days' advanced written notice to the other party. By termination either by expiration or written notice, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If termination occurs, contractor shall provide documentation of actual services rendered and shall be compensated as such only if said sums are within the aggregate amount contemplated herein.

4. STATUS OF CONTRACTOR

Contractor acknowledges that his relationship with City, and that of his agents and employees, is that of an independent contractor and, as such, Contractor, and his agents and employees, shall not be considered an employee of the City, nor shall Contractor be eligible to accrue leave, retirement benefits, insurance benefits, use of City vehicles, or any other benefits provided to City employees. Contractor further acknowledges that no benefits pursuant to the Worker's Compensation Laws of the State of New Mexico are available. Contractor shall be solely responsible for all taxes and related reporting requirements. City shall have no liability for the payment of taxes other than gross receipts taxes upon the total price of this contract.

5. INDEMNITY

Contractor shall indemnify, defend and hold the City, the City Commission of the City of Hobbs, its individual commissioners, its officers, employees and agents, past or present, 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 attorney's fees, arising or alleged to have arisen due to negligence of Contractor, or any employees working under Contractor, while engaged in the performance of this Agreement, or for Contractor's failure to render services, or any breach of this Agreement.

6. CONFIDENTIALITY AGREEMENT

Parties understand this Agreement and its terms may be subject to inspection via the Inspection of Public Records Act (NMSA 1978, §14-2-1, et seq.). Aside from this Agreement and its terms, any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of City.

7. RECORDS AND AUDIT

Contractor shall maintain detailed time records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

8. MISCELLANEOUS PROVISIONS

Due to the unique services contemplated by this Agreement, this Agreement may not be assigned or subcontracted by either Party.

If any part of this Agreement shall be 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.

This Agreement is governed by the laws of the State of New Mexico and will bind and inure to the benefit of City and Contractor, their respective successors and assigns. 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. Contractor agrees to pay City reasonable costs, including court fees and reasonable attorney's fees, incurred by City in the enforcement of this Agreement, even though the City may employ in-house legal counsel.

Any change orders shall be in writing and signed by the parties specifically enumerating the additional work to be performed, change in scope, and/or the cost therein.

The foregoing constitutes the entire Agreement between the parties and may be modified only in writing signed by both parties.

[required signatures on the next page]

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

THE CITY OF HOBBS, NEW MEXICO

City Manager Approval:

Contractor Approval:

City Manager Signature

Contractor Signature

Finance Director:

Finance Director Signature

City Attorney "as to form" Approval:
(Category 3 Contract or Professional Services Contract over \$60,000.00 ONLY)

City Manager Approval:
(Category 3 Contract, All Professional Services Contracts)

City Attorney

City Manager

City Clerk Approval:
City Clerk (Professional Service Contracts over \$60,000)

City Mayor Approval:
(Professional Service Contracts over \$60,000)

City Manager

City Mayor



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: January 7, 2019

SUBJECT: PTO Payout for Calendar Year 2018
DEPT. OF ORIGIN: City Manager
DATE SUBMITTED: January 2, 2019
SUBMITTED BY: Toby Spears, Finance Director

Summary:

Section 2.56 of the Hobbs Municipal Code, Article 8, sets the Paid Time Off Cap at 320 hours for all general employees and 456 hours for all Fire Department employees and allows police the option to buy down to 320 from their 456 cap.

Article 8 additionally states that in the event the City's general fund cash reserve dips below 20% at the end of a fiscal year, the City may elect to increase Paid Time Off caps until the following year in which general fund cash reserve is above 20%.

The City of Hobbs would like to proceed with the PTO Payout for the calendar year 2018.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

The current PTO Payout would be between \$196,517.92 and \$204,938.12 depending on HPD option to either buy down to the 456 hours or 320 hours.

Attachments:

Employee list

Legal Review:

Approved As To Form: City Attorney

Recommendation:

Motion to approve.

Approved For Submittal By:

[Signatures]
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
2018 Estimated PTO Buyout

Employee #	Last name	First name	SOY Balance	Earned YTD	Used YTD	Available	Liability	Hourly Rate	Over Limit	PTO Buyout Amt	Over 320	Possible PTO Buyout Amt
1822	GONZALEZ	ROBERTO	320.25	10.00	8.50	321.75	7,387.38	22.96	1.75	40.18		
5287	CARRILLO-S	JAIRO	449.50	8.52	0.00	458.02	7,030.61	15.35	2.02	31.01		
3108	HAMILTON	ROBERT	314.00	9.00	0.00	323.00	12,160.95	37.65	3.00	112.95		
2598	AKIN	KETH	444.94	14.15	0.00	459.08	13,992.76	30.48	3.08	93.88		
4752	MCEACHERI	TIMOTHY	318.51	7.00	0.00	325.51	12,571.20	38.62	5.51	212.80		
5111	SHARP	DUSTIN	321.75	6.00	0.00	327.75	4,834.31	14.75	7.75	114.31		
4764	CORTEZ	ERREN	344.00	8.00	24.00	328.00	18,922.32	57.69	8.00	461.52		
2512	WHITEHEAD	JAMES	318.00	10.00	0.00	328.00	14,425.44	43.98	8.00	351.84		
3642	MARQUEZ	RAFAEL	476.95	11.35	24.00	464.30	12,285.25	26.46	8.30	219.49		
3119	MENDOZA	MONICA	343.75	9.00	24.00	328.75	6,417.20	19.52	8.75	170.80		
3495	BOLTHAUS	SANDRA	323.70	8.00	0.00	331.70	6,425.03	19.37	11.70	226.63		
2582	DUNLAP	BRIAN	353.00	10.00	24.00	339.00	19,729.80	58.20	19.00	1,105.80		
1458	COOPER	RONALD	335.00	6.00	0.00	341.00	4,480.74	13.14	21.00	275.94		
3550	HUFFMAN	BRITTNY	333.00	8.00	0.00	341.00	10,028.81	29.41	21.00	617.61		
4404	CORLEY	DUSTIN	335.25	7.00	0.00	342.25	8,453.58	24.70	22.25	549.58		
3140	RANDALL	THOMAS	372.00	10.00	32.00	350.00	25,539.50	72.97	30.00	2,189.10		
2868	PENA	GIL	367.75	9.00	25.00	351.75	8,434.97	23.98	31.75	761.37		
3864	FINNEY	ROYCE	346.75	8.00	0.00	354.75	7,882.55	22.22	34.75	772.15		
3069	LEWIS	DEBRA	370.00	9.00	24.00	355.00	12,059.35	33.97	35.00	1,188.95		
4619	RENDON	RICHARD	482.79	9.95	0.00	492.74	12,909.66	26.20	36.74	962.46		
2599	DE LA CRUZ	IRENE	372.00	10.00	24.00	358.00	11,703.02	32.69	38.00	1,242.22		
1571	HUDGINS	NATHAN	349.00	10.00	0.00	359.00	10,698.20	29.80	39.00	1,162.20		
3246	CRANE	FRANKIE	352.50	9.00	0.00	361.50	14,192.49	39.26	41.50	1,629.29		
4486	TAYLOR	JANITA	355.00	7.00	0.00	362.00	5,759.42	15.91	42.00	668.22		
3833	SANFORD	JEFFREY	356.50	8.00	0.00	364.50	11,941.02	32.76	44.50	1,457.82		
2149	WILLIAMS	SHAWN	356.00	10.00	0.00	366.00	15,174.36	41.46	46.00	1,907.16		
4588	SANTA	SUSAN	359.75	7.00	0.00	366.75	5,721.30	15.60	46.75	729.30		
3763	MUNRO	MARK	360.25	8.00	0.00	368.25	13,691.54	37.18	48.25	1,793.94		
3267	EUBANK	NATHAN	366.75	8.00	0.00	374.75	12,913.89	34.46	54.75	1,886.69		
4377	WHITE	AHMAAD	408.00	7.00	40.00	375.00	12,675.00	33.80	55.00	1,859.00		
3523	NELSON	MICHAEL	500.71	11.35	0.00	512.05	13,681.98	26.72	56.05	1,497.66		
3798	MEDINA	ORLANDO	369.00	8.00	0.00	377.00	13,063.05	34.65	57.00	1,975.05		
4625	SAENZ	RUBEN	370.25	7.00	0.00	377.25	7,130.03	18.90	57.25	1,082.03		
4504	CORRAL	DEBORAH	398.00	7.00	16.00	389.00	17,648.93	45.37	69.00	3,130.33		
5030	MCDANIEL	DOUGLAS	384.00	7.00	0.00	391.00	19,628.20	50.20	71.00	3,564.20		
2644	MILLER	CLIPPER	390.00	9.00	8.00	391.00	19,358.41	49.51	71.00	3,515.21		
3138	TARANGO	CECILIA	382.50	9.00	0.00	391.50	6,964.79	17.79	71.50	1,271.99		
3503	BLEVINS	SHANE	408.00	8.00	24.00	392.00	18,141.76	46.28	72.00	3,332.16		
2369	JUAREZ	MARCOS	386.21	10.00	0.00	396.21	14,532.98	36.68	76.21	2,795.38		
2515	VELASQUEZ	LESLIE	400.00	10.00	11.00	399.00	13,338.57	33.43	79.00	2,640.97		
3491	CAMPOS	JACOB	391.00	8.00	0.00	399.00	9,623.88	24.12	79.00	1,905.48		
1257	TREVINO	TOMMY	398.00	10.00	8.00	400.00	16,384.00	40.96	80.00	3,276.80		

City of Hobbs
2018 Estimated PTO Buyout

4781	YOUNGBLO, SCOT	394.25	7.00	0.00	401.25	10,761.53	26.82	81.25	2,179.13
2633	BANKS MARILYN	392.50	9.00	0.00	401.50	9,913.04	24.69	81.50	2,012.24
4017	PRIETO JESSIE	399.50	8.00	2.00	405.50	6,070.34	14.97	85.50	1,279.94
3196	QUIROZ JESSICA	401.50	7.00	0.00	408.50	10,322.80	25.27	88.50	2,236.40
3853	FUNK MELISSA	408.00	8.00	0.00	416.00	10,025.60	24.10	96.00	2,313.60
4923	LERMA VICTORIA	409.00	7.00	0.00	416.00	8,178.56	19.66	96.00	1,887.36
2985	PRUDENCIO MICHAEL	414.00	7.00	0.00	421.00	15,947.48	37.88	101.00	3,825.88
4577	MORA LUIS	439.75	7.00	25.00	421.75	6,937.79	16.45	101.75	1,673.79
1922	TREVINO ROBERT	436.00	8.00	8.00	438.00	13,179.42	30.09	118.00	3,550.62
3653	HUGHES MATTHEW	434.00	8.00	0.00	442.00	19,726.46	44.63	122.00	5,444.86
3509	HENRY CHRISTOPHE	593.59	11.35	24.00	580.94	15,731.72	27.08	124.94	3,383.24
3465	USSERY BRYAN	437.50	8.00	0.00	445.50	14,345.10	32.20	125.50	4,041.10
2443	RAMIREZ PLACIDO	437.75	10.00	0.00	447.75	12,747.44	28.47	127.75	3,637.04
1642	PENNINIGT JACQUELINE	443.50	10.00	4.50	449.00	12,913.24	28.76	129.00	3,710.04
3369	CLAY TENNIE	441.25	8.00	0.00	449.25	9,658.88	21.50	129.25	2,778.88
3131	MARTINEZ CYNTHIA	443.75	9.00	0.00	452.75	10,481.16	23.15	132.75	3,073.16
2601	WHITT PHILLIP	447.00	10.00	0.00	457.00	18,056.07	39.51	137.00	5,412.87
3601	BROTHERICK KENNETH	450.00	8.00	0.00	458.00	11,770.60	25.70	138.00	3,546.60
3650	HENRY JULIA	460.00	8.00	8.00	460.00	8,238.60	17.91	140.00	2,507.40
2278	ROBERTS RONALD	452.00	10.00	0.00	462.00	23,192.40	50.20	142.00	7,128.40
2831	MCCALL CHRISTOPHE	452.00	10.00	0.00	462.00	32,206.02	69.71	142.00	9,898.82
4055	AVILA NOA	613.19	11.35	24.00	600.54	11,770.49	19.60	144.54	2,832.89
3090	TREVINO LEONARD	486.00	9.00	28.00	467.00	11,399.47	24.41	147.00	3,588.27
4932	CREED LONNIE	595.44	8.52	0.00	603.96	9,717.72	16.09	147.96	2,380.68
4632	GUERRERO RICKY	466.00	7.00	0.00	473.00	20,357.92	43.04	153.00	6,585.12
4623	MEYERS JOSEPH	626.79	9.95	24.00	612.74	13,964.23	22.79	156.74	3,571.99
3652	DUNFORD BARBARA	473.50	8.00	0.00	481.50	6,789.15	14.10	161.50	2,277.15
5269	CONTRERAS JUAN	609.92	8.52	0.00	618.44	9,220.94	14.91	162.44	2,421.98
2871	ADCOCK WALTER	475.00	9.00	0.00	484.00	10,318.88	21.32	164.00	3,496.48
1542	HARRIS PAMI	479.00	10.00	0.00	489.00	11,291.01	23.09	169.00	3,902.21
3226	TAYLOR BRENDA	480.00	9.00	0.00	489.00	18,029.43	36.87	169.00	6,231.03
2213	CRESS AMY	479.25	10.00	0.00	489.25	14,476.91	29.59	169.25	5,008.11
2481	RAY TODD	486.00	10.00	0.00	496.00	22,439.04	45.24	176.00	7,962.24
1281	BOWEN TERRY	492.00	10.00	0.00	502.00	18,649.30	37.15	182.00	6,761.30
2277	DOWNING KEENER	706.55	14.15	0.00	720.70	25,036.94	34.74	264.70	9,195.50
		32,339.78	681.12	464.00	32,556.90	993,803.91	2,380.84	6,420.90	196,517.92

City of Hobbs
2018 Estimated PTO Buyout

Employee #	Last name	First name	SOY Balance	Earned YTD	Used YTD	Available	Liability	Hourly Rate	Over Limit	PTO Buyout Amt	Over 320	Possible PTO Buyout Amt
5110	MANN	NIKOLAS	322.00	6.00	0.00	328.00	8,882.24	27.08	-128.00	8.00	8.00	216.64
4007	MACKAY	CORTEZ	359.50	8.00	20.00	347.50	8,294.83	23.87	-108.50	27.50	27.50	656.43
3877	TELLO	FRANCES	342.00	8.00	0.00	350.00	7,721.00	22.06	-106.00	30.00	30.00	661.80
2771	GOMEZ	CHRISTOPHE	360.50	9.00	0.00	369.50	12,126.99	32.82	-86.50	49.50	49.50	1,624.59
3236	BUTLER	STEVEN	407.75	9.00	24.00	392.75	11,487.94	29.25	-63.25	72.75	72.75	2,127.94
2945	BENAVIDES	JOHN	404.00	9.00	4.00	409.00	14,396.80	35.20	-47.00	89.00	89.00	3,132.80
			2,195.75	49.00	48.00	2,196.75	62,909.80				276.75	8,420.19

Grand Total Payout 6,697.65 204,938.12