

# Commission Meeting Agenda



## *Mayor*

Samuel D. Cobb

## *City Commission*

Marshall R. Newman

Jonathan Sena

Crystal G. Mullins

Joseph D. Calderón

Garry A. Buie

John W. Boyd

## *City Manager*

J. J. Murphy

***July 6, 2015***



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

**Monday, July 6, 2015 - 6:00 p.m.**

Sam D. Cobb, Mayor

Marshall R. Newman  
Commissioner - District 1

Jonathan Sena  
Commissioner - District 2

Crystal Mullins  
Commissioner - District 3

Joseph D. Calderón  
Commissioner - District 4

Garry A. Buie  
Commissioner - District 5

John W. Boyd  
Commissioner - District 6

---

**A G E N D A**

**CALL TO ORDER AND ROLL CALL**

**INVOCATION AND PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

1. Minutes of the June 15, 2015, Regular Commission Meeting

**PROCLAMATIONS AND AWARDS OF MERIT**

2. Hobbs Fire Department - Promotion of Fire Marshal Shawn Williams
3. Hobbs Police Department - Lifesaving Award to Officer Hopper

**PUBLIC COMMENTS** *(For non-agenda items.)*

**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.)*

4. Consideration of Bid No. 1534-15 for Anoxic Mixer Replacement Project and Recommendation to Reject All Bids
5. Resolution No. 6314 - Approving the Preliminary Plat of Homestead Estates as Recommended by the Planning Board Located Southwest of the Intersection of East Bender Blvd. and Ranchland Drive as Submitted by CRV Investments, LLC *(Kevin Robinson)*
6. Resolution No. 6315 - Authorizing the Renewal of a Professional Services Agreement with the Boys and Girls Club of Hobbs for the Operation of the City Summer Program, Special Needs Program and Licensing for Gus Macker Basketball Tournament *(Michal Hughes)*
7. Resolution No. 6316 - Authorizing the Extension of a Lease Agreement of a 0.06 Acre Parcel of Real Property Between the City of Hobbs and GLP Capital, LP, for the Electronic Sign on the Lovington Highway *(Kevin Robinson)*
8. Resolution No. 6317 - Authorizing a Grant Amendment with the Department of Finance and Administration, Local Government Division, for CDBG Project No. 13-C-NR-1-01-025 *(Todd Randall)*

## **DISCUSSION**

9. Proposed Ordinance Adopting Permitting Procedures and Development Regulations for the Mobile Vending Industry *(Kevin Robinson)*

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

10. Consideration of Approval of a Contract with Dustrol, Inc., in the Amount of \$885,956.28 for Hot In Place Asphalt Recycling of Various City Arterial Streets *(Ronny Choate)*
11. Consideration of Approval of RFP No. 478-15 to Furnish Electronic Third-Party Billing Services for Emergency Medical Services and Recommendation to Accept Proposal from EMS Billing Services *(Toby Spears)*
12. Consideration of Approval of Change Order No. 2 with J & H Services, Inc., in the Amount of \$175,000.00 for the 2014 Trunk Line F Replacement Project, RFP No. 473-15 *(Todd Randall)*
13. FINAL ADOPTION: Ordinance No. 1087 - Authorizing the Issuance and Sale of the City of Hobbs, New Mexico, Multifamily Housing Revenue Bonds in One or More Tax-Exempt or Taxable Series (Washington Place Apartments) in an Amount Not to Exceed \$6,500,000 *(Kevin Robinson)*

14. PUBLICATION: Proposed Ordinance Amending Chapter 15.05 and Chapter 15.32 of the Hobbs Municipal Code Related to the Placement of Billboards and Electronic Signage *(Kevin Robinson)*
15. PUBLICATION: Proposed Ordinance Authorizing a Boundary Replat and Exchange of Municipal Fee Simple Property for Property Located South of the Intersection of East Bender Blvd. and Ranchland Drive *(Kevin Robinson)*
16. Resolution No. 6317 - Approving an Increase to the City Manager's Salary *(Mayor Sam Cobb)*

#### COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

17. Next Meeting Date:
  - ▶ Regular Meeting - **Monday, July 20, 2015**, 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.



# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 6, 2015

**SUBJECT:** Commission Meeting Minutes

**DEPT. OF ORIGIN:** City Clerk's Office  
**DATE SUBMITTED:** June 30, 2015  
**SUBMITTED BY:** Jan Fletcher, City Clerk

**Summary:**

The following minutes are submitted for approval:

- ▶ Regular Meeting of June 15, 2015

**Fiscal Impact:**

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

N/A

**Attachments:**

Minutes as referenced under "Summary".

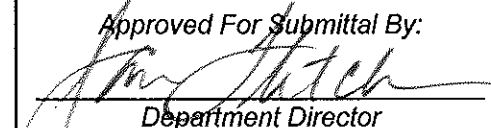
**Legal Review:**


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

**Recommendation:**

Motion to approve the minutes as presented.

Approved For Submittal By:

  
\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
Acting 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, June 15, 2015, in the City Commission Chamber, 200 East Broadway, 1<sup>st</sup> 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 Joseph D. Calderón  
Commissioner Garry A. Buie  
Commissioner John W. Boyd

Absent: Commissioner Jonathan Sena  
Commissioner Crystal Mullins

Also present: J. J. Murphy, City Manager  
Mike Stone, City Attorney  
Paul Thompson, Fire Captain  
Chris McCall, Police Chief  
Ronny Choate, General Services Director  
Ron Roberts, Information Technology Director  
Todd Randall, City Engineer  
Toby Spears, Finance Director  
Tim Woomeer, Utilities Director  
Doug McDaniel, Parks and Recreation Director  
Britt Lusk, Teen Center Supervisor  
Nikki Sweet, Human Resources Director  
Nicholas Goulet, Benefits and Safety Coordinator  
Sandy Farrell, Library Director  
Lindsay Chism, Director of Communications  
Ann Betzen, Executive Assistant/Risk Manager  
Sandra Boltshauser, Record Specialist  
Jan Fletcher, City Clerk  
33 citizens

Mayor Cobb stated tonight's meeting is being broadcast live on the City's radio station 99.3 FM.

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

Commissioner Boyd delivered the invocation and Commissioner Buie led the Pledge of Allegiance.

### **Approval of Minutes**

Commissioner Boyd moved that the minutes of the regular meeting held on June 1, 2015, be approved as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried.

### **Executive Session**

The City Commission convened in closed executive session on Monday, June 15, 2015, at 5:45 p.m., for discussion of the purchase, acquisition or disposal of real property. No action was taken during the meeting.

The City Commission convened in closed executive session on Tuesday, June 30, 2015, at 6:00 p.m., for discussion of limited personnel matters, specifically the City Manager's performance evaluation and contract. No action was taken during the meeting.

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

There were no proclamations or awards of merit presented.

### **Public Comments**

Mr. Robert Lujan stated he was unaware that the Veteran Cemetery Project is no longer active and would request the City to explain to the public why the project is no longer moving forward. He stated the Veteran Cemetery sign on Jack Gomez Blvd. has been removed. Mayor Cobb stated the City of Hobbs competed with other municipalities in New Mexico for Federal funding for a Veteran Cemetery. He stated four municipalities were awarded the project and Hobbs was not one of them. Mr. J. J. Murphy, City Manager, stated the City is still in favor of a Veteran Memorial in Hobbs.

Mayor Cobb requested Mr. Murphy to inquire how much space is available at Prairie Haven Memorial Park for a Veteran's Memorial.

Mayor Cobb stated Congressman Steve Pearce stated he supports a Veteran's Memorial Wall in Hobbs, similar to the one located in Washington D.C., which would be 60% of that size. He stated Congressman Pearce would assist in the funding of the wall. He stated the City will be moving forward on the Veteran's Memorial Wall.

Mr. Lujan stated it would be nice if the City would communicate with the public to inform them of the Veteran's Memorial Wall the City anticipates on building. Mayor Cobb requested Mr. Lujan submit a letter in writing requesting information on the Veteran's Memorial Wall and he would personally respond in writing. He stated Mr. Lujan can circulate the Mayor's letter to whomever he feels needs to be notified.

Mr. Tres Hicks with the Hobbs Boys and Girls Club thanked the City for its support of the new Hobbs Boys and Girls Club. Mayor Cobb stated he attended the Grand Opening of the Club and it is a great place. He stated there might be two other clubs in the United States in comparison to the new Hobbs Boys and Girls Club.

Mr. Dennis Barcuch stated he would like to attend the Commission meetings but is unable due to business and personal time constraints. He stated he is aware that the City does broadcast the meeting on the radio but he feels that is an old technology of the past. Mr. Barcuch stated he would desire to view the meeting electronically, at his convenience. He suggested the meetings be viewed via web camera with a link to its own page. Mr. Barcuch stated this would allow citizens to respond on issues that are being presented to the Commission.

Mayor Cobb stated Mr. Murphy is currently in the process of submitting options to the Commission on how the meetings can be recorded and viewed by the public electronically.

Mr. Barcuch applauded the Commission for all its efforts on researching how the Commission meetings be viewed electronically. He offered his services on assisting the Commission with options on how it can be done.

Commissioner Buie thanked Mr. Barcuch for attending the meeting to address his concerns regarding the viewing of the Commission meeting electronically. He stated another citizen has addressed the same concerns.

### **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. 6305 - Approving the Issuance of Multifamily Housing Revenue Bonds in an Aggregate Principal Amount Not to Exceed \$6,500,000 for the Washington Place Apartments Project.*



Resolution No. 6306 - Authorizing the City Manager to Enter into a Contract with the Non-Metro Area Agency on Aging in the Amount of \$143,153.00 to Provide Meals for Senior Citizens.

Resolution No. 6307 - Authorizing the Closure of a Bank Account at Lea County State Bank Used for the Municipal Court Bond Account.

Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

### Discussion

Update on the Health, Wellness and Learning Center. Mr. Murphy presented a PowerPoint with an update of the Health, Wellness and Learning Center. He reviewed the draft mission statement that states:

“The Health, Wellness and Learning Center (HWLC) represents a distinct partnership of the City of Hobbs, Lea County, New Mexico Junior College, Hobbs Municipal Schools, University of the Southwest and the J. F Maddox Foundation. Its vision is to enhance the quality of life, economic development and improve the health of area residents. The HWLC will be an intergenerational place for children to adults and seniors which offers indoor, year-round opportunities for social interaction, learning, fun and fitness for all ages and abilities where families can enjoy multiple activities in one location”.

Mr. Murphy also reviewed the draft project goals of the Health, Wellness and Learning Center that states:

- Positive economic impact and development which will provide jobs, and stabilize the workforce within the community.
- Something different, unique from existing facilities.
- Replace antiquated, inefficient facilities with Modern, multi-use facility.
- Safe, healthy environment.
- Promote family time and opportunities as a stepping stone to get people into fitness and a healthy lifestyle, wellness.
- Promote social interaction and provide something fun to do.
- Identity of the Center should create a sense of pride in community, be aesthetically pleasing and catch driver's attention on Lovington Highway.
- Accessible, sustainable, energy efficient, high-performance building in order to reduce overall operating costs.
- Affordable to all income levels.

Mr. Murphy also reviewed the site design, building design, the next steps of the project and the overall community impact.

Mr. Murphy stated there are five themes to the Health, Wellness & Learning Center which are as follows: (1) Energy; (2) Transformation; (3) Centrifugal - Centripetal; (4) Confluence; and (5) People.

Mr. Murphy stated the Health, Wellness & Learning Center will impact the community in a positive manner which improves the quality of life in Hobbs.

Mr. Murphy stated the anticipated grand opening of the Health, Wellness & Learning Center will be in the Fall of 2017.

Mayor Cobb thanked Mr. Murphy for the update.

*Eddy-Lea Energy Alliance, LLC, Update.* Mr. John Heaton with Eddy-Lea Energy Alliance (ELEA) presented a PowerPoint on the ELEA Update. He explained that ELEA is an alliance of the cities of Carlsbad, Hobbs and the counties of Eddy and Lea Counties, New Mexico. Mr. Heaton stated ELEA was formed under the local Economic Development Act (LEDA) for economic development purposed in 2006 to respond to the Global Nuclear Energy Partnership (GNEP) Proposal from the United States Department of Environmental. He stated ELEA & Holtec, its public partner, are committed to developing a Central Interim Storage Facility on a 1,000 acres of land approximately halfway between Carlsbad and Hobbs, New Mexico. Mr. Heaton also explained the ELEA site and location. He stated the Governor issued a letter of support in April 2015, for ELEA to pursue an interim storage facility at the purchased location. Mr. Heaton stated Nuclear Regulatory Commission Licenses are valid for 40 years. He continued to explain the LEDA process, schedule and Holtec's vision for a centralized interim storage facility. Mr. Heaton stated, in conclusion, that the Commonwealth of Independent States (CIS) is a viable short-term solution for the Spent Nuclear Fuel (SNF), the ELEA New Mexico site can be made available in four years, there are no technical impediments, Holtec UMAX System is certified by the NRC and benefits to New Mexico is measured in revenues and jobs. He requested help from the Commission in promoting the GNEP proposal.

Mayor Cobb stated the GNEP project is a complicated transaction.

Commissioner Calderón stated it is a privilege to work with Mr. Heaton.

### **Action Items**

Consideration of Approval of RFQ/RFP No. 477-15 for Construction Manager at Risk (CMAR) Services for the Health Wellness and Learning Center (HWLC) Recreational and Aquatic Facility near Millen and SR 18 and Recommendation to Enter Into a Contract with Haydon Building Corp. Mr. Murphy stated the City adopted a procurement ordinance, which states the Construction Manager at Risk (CMAR) method of construction and requires a three-step process for the selection of the CMAR. He explained the three steps on how the CMAR was selected as follows: Step 1 - Request for Statement of Qualifications (SOQ); Step 2 - Request for Proposals (RFP); and Step 3 - Interviews. This process started with the RFQ and was advertised March 1, 2015, and eight firms submitted SOQ's and all deemed qualified in order to move forward with Step 2 (request to submit cost proposals). Mr. Murphy stated firms were initially ranked based on the SOQ's prior to opening the cost proposals. He stated after adding allocated points based on costs and New Mexico resident preference, the Selection Committee recommended five of the eight firms for the interview process. Mr. Murphy stated Haydon Building Corporation of Phoenix, Arizona, ranked the highest. He stated the attached contract defines the pre-construction fees that are capped at \$250,000.00.

Commissioner Boyd moved to accept the RFQ/RFP from Haydon Building Corporation in the amount not to exceed of \$250,000.00 for the CMAR Services for the Health Wellness & Learning Recreational/Aquatic Facility. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the supporting documentation are attached and made a part of these minutes.

PUBLICATION: Proposed Ordinance Authorizing the Issuance and Sale of the City of Hobbs, New Mexico, Multifamily Housing Revenue Bonds in One or More Tax-Exempt or Taxable Series (Washington Place Apartments) in an Amount Not to Exceed \$6,500,000. Mr. Robinson explained the proposed ordinance and stated the issuance and sale of the City of Hobbs, New Mexico, multifamily housing revenue bonds, in one or more tax-exempt or taxable series (Washington Place Apartments) in an amount not to exceed \$6,500,000 (the "BONDS") is for the purposes as follows:

1. Providing funds for the rehabilitation, improvement and equipping of a 76-unit multifamily housing project located in the City of Hobbs, Lea County, New Mexico and known as the Washington Place Apartments;
2. Funding required reserve funds; and

3. Paying the costs of issuing the bonds; authorizing the execution and delivery of an indenture, a lease agreement, a regulatory agreement, the bonds, and other documents in connection with the issuance of the bonds and the project; making certain determinations and findings relating to the bonds and the project; providing that the City shall not be pledging its faith and credit to the payment of the bonds or incurring any pecuniary liability in connection with the bonds; ratifying certain actions taken previously; and repealing all actions inconsistent with this ordinance.

Mr. Robinson stated there are three Washington Place Apartments that are located on Marland, Main and Clearfork Streets.

Resolution No. 6308 - Approving the Preliminary and Final Plan of Davis Acres Located Northwest of the Intersection of Lovelady Road and North Fowler Within the Extra-Territorial Platting Jurisdiction of the City of Hobbs as Submitted by Clayton Davis. Mr. Robinson stated the preliminary and final plan for Davis Acres was submitted by Mr. Clayton Davis, Davis Acres Subdivision Developer. He stated the proposed subdivision is located northwest of the intersection of Lovelady Road and North Fowler and within the extra-territorial platting jurisdiction of the City of Hobbs, which encompasses +/- 4.4 acres and will contain 4 lots. Mr. Robinson stated the Planning Board reviewed this issue at its December 16, 2014, meeting and voted 5 to 0 to recommend approval with variances per Hobbs Municipal Code Chapter 16.16.010 – B.1 and Chapter 16.12.040 - A. He stated this item was tabled at the April 6, 2015, Commission Meeting. Mr. Robinson stated, subsequently, the developer has entered into an agreement with Lea County requiring limited developer participation for the possible future development of Fowler, providing said development occurs within 10 years.

Mayor Cobb wished Mr. Davis good luck on the Davis Acres development.

Commissioner Buie moved that Resolution No. 6308 be adopted as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6309 - Approving an Affordable Housing Development Agreement with Tierra Realty Trust, LLC, for an Affordable Housing Complex Upon Developer-Owned Property Located Southwest of the Intersection of Yeso and Jefferson to be Named "Playa Escondida". Mr. Robinson stated Tierra Realty Trust, LLC has received an allocation of Low-Income Housing Tax Credits from the New Mexico Mortgage Finance Authority to finance the development of a 60-unit affordable multi-

family housing complex, to be named "Playa Escondida", on developer-owned property. He stated the Developer was also allocated a local contribution of \$1,100,000.00 in financial assistance per Resolution No. 6089 adopted by the Commission on December 30, 2013. Mr. Robinson stated the Development Agreement allows for the creation and execution of restrictive covenants upon the real property to assure the units produced shall remain affordable units for a period of 45 years. Additionally, the Development Agreement contains a promissory note securing the local contribution allowing for the yearly forgiveness of the accrued interest on the principle providing the properties exterior is maintained in "as new condition". He stated the entirety of the principal shall be forgiven at the end of the 45-year term providing that all affordability requirements have been met during the term. Mr. Robinson continued to state, as per the Development Agreement, \$500,000 dollars of the available funds shall be disbursed to the Developer when the project is "dried-in" and the remaining \$600,000 dollars shall be made available after the Developer has obtained Certificates of Occupancy for the development. He stated this development is identical to the Marland and 9th Street Yes Housing project.

There being no discussion, Commissioner Newman moved that Resolution No. 6309 be adopted as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6310 - Approving Funding to Crime Stoppers to Assist with Solving Discrimination Based Crimes and Hate Crimes and Establishing a No-Tolerance Policy for Discrimination Based Crimes and Hate Crimes. Mr. Murphy stated recently a discrimination based hate/crime occurred at the Lea County Center of the Arts. He stated this resolution will establish a no-tolerance policy regarding discrimination based hate/crime. Mr. Murphy stated it will also provide a policy that municipal law enforcement will cooperate with State and Federal authorities to investigate and assist with prosecuting all discrimination based hate/crime to the fullest extent of the law. He continued to stated that this resolution provides authority to fund Crime Stoppers \$10,000.00 to be ear-marked for rewards associated with discrimination based crimes. Mr. Murphy stated each discrimination based hate/crime based crime in the City limits shall be allotted \$2,500.00 from Crime Stoppers to assist in solving the crime. He stated, finally, it will encourage private donations to Crime Stoppers for rewards to individuals who provide tips that will solve discrimination based hate/crime.

Commissioner Boyd stated Crime Stoppers will treat discrimination based hate/crimes the same as any other crime reported to them.

Commissioner Boyd moved that Resolution No. 6310 be adopted as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6311 - Amending the City of Hobbs' 401(A) Plan for the City Manager with Nationwide Retirement Solutions. Mr. Toby Spears, Finance Director, stated the City adopted a 401(A) Retirement Plan for certain employees in July, 2003, which is in need of an amendment by resolution per Nationwide Retirement Solutions. He stated the amendment incorporates the following changes:

1. The plan allows the City Manager to fully invest in any City contribution upon enrollment.
2. The plan allows for the City Manager to be a member of PERA and the City of Hobbs 401(A) Plan.
3. The plan changes the existing trustees to City Attorney, City Clerk, and Finance Director.

Mayor Cobb clarified that it is still the discretion of the Commission to contribute monies to the City Manager's City of Hobbs' 401(A) Plan.

Commissioner Boyd moved that Resolution No. 6311 be adopted as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Resolution No. 6312 - Approving the Assignment of that Certain Agreement Between the City of Hobbs and Austin & Northwestern Railroad Company, Inc., to Watco Companies, LLC. Mr. Mike Stone, City Attorney, stated Austin & Northwestern Railroad Company, Inc., dba Texas-New Mexico Railroad is in the process of transferring their ownership interest in the assets encumbered by the "Roadway Crossing and Track Construction Agreement" dated March 4, 2013, with the City. He stated Texas-New Mexico Railroad has requested that the aforesaid agreement be assigned to Texas and New Mexico Railway, LLC, and Lubbock and Western Railway, LLC, which are subsidiaries of Watco Companies, LLC.

In reply to Commissioner Boyd's question, Mr. Todd Randall, City Engineer, stated there are four railroads that relate to the Roadway Crossing and Track Construction

Agreement. He stated the railroads can be relocated to different areas at those locations.

Commissioner Boyd moved that Resolution No. 6312 be adopted as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

*Resolution No. 6313 - Approving a Proposed Collective Bargaining Agreement with the Hobbs Police Department.* Mr. Murphy stated the City and the Hobbs Police Association (Union) recently began negotiations and the proposed Collective Bargaining Agreement (CBA) was ratified by the Union. He explained the agreement and stated Union members will receive 9% initial raise increase plus an additional 1.625% PERA pickup by the City. Mr. Murphy stated additional raises will be merit based and that this is a five-year term agreement.

In reply to Mayor Cobb's question, Mr. Murphy stated Mr. Steve Butler is present at tonight's meeting representing the Union.

Mayor Cobb stated the Union negotiations were very positive and commended everyone that was involved in the meeting.

Commissioner Calderón moved that Resolution No. 6313 be adopted as presented. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

**Comments by City Commissioners, City Manager**

Mr. Murphy stated he attended the New Mexico Municipal League (NMML) City Manager's conference last week which was very fruitful. He stated he spent numerous hours speaking to other New Mexico City Managers regarding live streaming of the Commission meetings. Mr. Murphy stated he obtained pros and cons from other City Managers on the topic. He stated staff will evaluate and submit different options on viewing the meetings electronically.

Mr. Murphy commented to Mr. Lujan that he supports all veterans and causes. He stated he is an active member of the United States Air Force and has fulfilled his duty service for this year until October 2015.

Commissioner Calderón stated a staff member of the Hobbs News Sun adopted a cat that was blind and deaf which iterates that animals are in need to be adopted.

Commissioner Calderón stated Thursday, June 18, 2015, will be his last day to work in Brownfield, Texas. The Commission congratulated him.

**Adjournment**

There being no further discussion or business, Commissioner Newman moved that the meeting adjourn. Commissioner Calderón seconded the motion. The vote was recorded as follows: Newman yes, Calderón, Buie yes, Boyd yes, Cobb yes. The motion carried. The meeting adjourned at 7:30 p.m.

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

ATTEST:

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





# **CONSENT AGENDA**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 6, 2015

SUBJECT: Bid 1534-15  
DEPT. OF ORIGIN: Utilities  
DATE SUBMITTED: June 22, 2015  
SUBMITTED BY: Tim Woomer, Utilities Director

Summary: Bid 1534-15; Anoxic Mixer Replacement Project, formally advertised on May 5<sup>th</sup> with a bid opening date of June 4, 2015. This Project is the replacement of a third of the treatment facilities anoxic mechanical mixers which have been in continual service for 8 years with newer technology hyperbolic mixers requiring less maintenance, and electrical energy to operate.

A total of eight (8) packets were sent out with two (2) qualified bids being received. The lowest apparent bid of \$376,000 (less NMGRT) was submitted by Smithco Construction, of Caballo, NM. Engineer's estimate for this project is \$316,500, which includes a 20% construction contingency.

In part due to structural aluminum costs, the bids received are significantly higher than engineer's estimate and extends the hyperbolic mixers return of investment beyond 15 years.

Fiscal Impact: \$401,161.00 (NMGRT included)

Reviewed By:

Finance Department

For FY 2014-15, Fund 624062-43015 (Utility Equipment) has been budgeted at \$480,000.

Attachments: Bid 1534-15, Bid Form; Smithco Construction, Inc  
Bid 1534-15, Bid Form; Bradbury Stamm Construction  
Engineers Opinion of Probable Cost, CDM Smith

Legal Review:

Approved As To Form:

City Attorney

Recommendation:

Staff recommends that all bids for Bid 1534-15; Anoxic Mixer Replacement Project, be rejected and project not be awarded at this time. Staff and consulting engineer will re-evaluate the structural design, including other mixing alternatives available.

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. \_\_\_\_\_

**SECTION 3 - BID FORM (Unit Price Contract)**

Bid No. 1534-15

PLACE: City of Hobbs Purchasing Agent  
200 E. Broadway  
Hobbs, New Mexico 88240

DATE: 6-4-15

Bid of Smithco Construction, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of New Mexico to the City of Hobbs (hereinafter called "OWNER").

**WWTP Anoxic Mixer Replacement Project**

Gentlemen:

The Bidder, in compliance with your invitation for bids for construction of the WWTP ANOXIC MIXER REPLACEMENT PROJECT, having examined the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of labor, hereby proposes to furnish all materials, labor, and equipment, within the time set therein, at the prices stated below in accordance with the following:

1. Advertisement for bids dated April 28, 2015.
2. New Mexico Standard Specifications for Public Works Construction, 2006 Edition. New Mexico State Highway and Transportation Departments' Standard Specifications for Highway and Bridge Construction, 2007 Edition.
3. The contract documents, including General Conditions, Project Description, Special Conditions, Construction Procedures and Sequencing, and Technical and Supplemental Specifications as prepared by the City of Hobbs.
4. Construction Plans and Specifications as prepared by Camp, Dresser, McKee and Smith, Inc.

All of which are incorporated herein and made a part hereof. The following prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to proceed by the Owner and to fully complete the project within time frame specified in Section 7 – Contract. Bidder further agrees to pay as liquidated damages, as stated in Section 7 – Contract.

Bidder agrees to perform all of the work described in the Specifications and shown on the plans for the following unit prices. Each item must be bid. The cost of any work added or deducted from the following estimated quantities shall be computed at the unit prices bid.

Base Bid

Bid Item #	Item Description	Unit	Qty	Lump Sum Price
1	Provide and install four (4) mixer structural support systems per Engineers specifications and plans.	LS	1	\$ 40,000. <sup>00</sup>
2	Provide and install four (4) vertical shaft hyperbolic mixers, per Engineers specifications and plans.	LS	1	\$ 312,000. <sup>00</sup>
3	Provide and install walkways, railings and stairways per Engineers specifications and plans.	LS	1	\$ 24,000. <sup>00</sup>

Total Base Bid \$ 376,000.<sup>00</sup>

New Mexico Gross Receipts Tax will be added to total bid price at the time of billing. Do not add New Mexico Gross Receipts Tax to the total bid price shown above.

Bid Guarantee shall be 5% of the Total Bid Price.

Receipt of Addenda to be acknowledged

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Bids will be opened on June 4, 2015 at 2:00 P.M., Hobbs City Hall, New Mexico

The Bid is hereby respectfully submitted by:

Smithco Construction, Inc

Name of Bidder

[Signature]

6-4-15

By (Signature)

Date

(SEAL) if Bid is by Corp.

Kenneth P. Smith, Jr. - Pres.

Printed Name & Title

New Mexico Contractor's  
License Number

056580

6 King Canyon Loop

Address

Caballo, NM 87931

City & State

Zip

New Mexico Contractor's  
Resident Bidder's Preference  
Number

L0309254096

575-894-6161

Telephone Number

**SECTION 3 - BID FORM (Unit Price Contract)**

Bid No. **1534-16**

PLACE: City of Hobbs Purchasing Agent  
200 E. Broadway  
Hobbs, New Mexico 88240

DATE: June 3, 2015

Bid of Bradbury Stamm Construction, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of NM to the City of Hobbs (hereinafter called "OWNER").

**WWTP Anoxic Mixer Replacement Project**

Gentlemen:

The Bidder, in compliance with your invitation for bids for construction of the WWTP ANOXIC MIXER REPLACEMENT PROJECT, having examined the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of labor, hereby proposes to furnish all materials, labor, and equipment, within the time set therein, at the prices stated below in accordance with the following:

1. Advertisement for bids dated April 28, 2015.
2. New Mexico Standard Specifications for Public Works Construction, 2006 Edition. New Mexico State Highway and Transportation Departments' Standard Specifications for Highway and Bridge Construction, 2007 Edition.
3. The contract documents, including General Conditions, Project Description, Special Conditions, Construction Procedures and Sequencing, and Technical and Supplemental Specifications as prepared by the City of Hobbs.
4. Construction Plans and Specifications as prepared by Camp, Dresser, McKee and Smith, Inc.

All of which are incorporated herein and made a part hereof. The following prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to proceed by the Owner and to fully complete the project within time frame specified in Section 7 - Contract. Bidder further agrees to pay as liquidated damages, as stated in Section 7 - Contract.

Bidder agrees to perform all of the work described in the Specifications and shown on the plans for the following unit prices. Each item must be bid. The cost of any work added or deducted from the following estimated quantities shall be computed at the unit prices bid.

**Base Bid**

Bid Item #	Item Description	Unit	Qty	Lump Sum Price
1	Provide and install four (4) mbr structural support systems per Engineers specifications and plans.	LS	1	170,000. <sup>00</sup>
2	Provide and install four (4) vertical shaft hyperbolic mbrs per Engineers specifications and plans.	LS	1	181,000. <sup>00</sup>
3	Provide and install walkways, railings and stairways per Engineers specifications and plans.	LS	1	32,000. <sup>00</sup>

Total Base Bid

\$ 383,000.<sup>00</sup>

New Mexico Gross Receipts Tax will be added to total bid price at the time of billing. Do not add New Mexico Gross Receipts Tax to the total bid price shown above.

Bid Guarantee shall be 5% of the Total Bid Price.

Receipt of Addenda to be acknowledged


Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Bids will be opened on June 4, 2015 at 2:00 P.M., Hobbs City Hall, New Mexico

The Bid is hereby respectfully submitted by:

Bradbury Stamm Construction, Inc.

Name of Bidder



By (Signature)

Date

Joe Flemming, Vice President

Printed Name & Title

(SEAL) if Bid is by Corp.

New Mexico Contractor's  
License Number

2313

7110 2nd Street NW

Address

Albuquerque, NM      87107

City & State

Zip

New Mexico Contractor's  
Resident Bidder's Preference  
Number

L1297680336

505-765-1200

Telephone Number



**City of Hobbs, NM  
Hobbs Digester Mixer Replacement  
Opinion of Probable Construction Cost, April 2015, 0% Design**

**Project name** Mixer Replacement  
Hobbs  
NM

**Estimate Type** OPCC  
**Design Level** 0 %  
**Database** V7  
**General Conditions** 15 %  
**OH and P** 12 %  
**Contingency** 20 %  
**Escalation** 3 %

**Notes**  
This is an Opinion of Probable Construction Cost only, as defined by the documents provided at the level of design indicated above. CDM Smith has no control over the cost of labor, materials, equipment, or services furnished, over schedules, over contractor's methods of determining prices, competitive bidding (at least 3 each - both prime bidders and major subcontractors), market conditions or negotiating terms. CDM Smith does not guarantee that this opinion will not vary from actual cost, or contractor's bids.

There are not any costs provided for: Change Orders; Design Engineering; Construction Oversight; Client Costs; Finance or Funding Costs; Legal Fees; Land Acquisition or Temporary/Permanent Easements; Operations; or any other costs associated with this project that are not specifically part of the bidding contractor's proposed scope.

This OPCC shall remain valid for 120 days. Beyond this date, CDM Constructors should be notified of design changes. The estimate will also be reviewed to reflect current market conditions.

**Assumptions:**  
No rock excavation is required.  
Only minimal dewatering is needed.  
No consideration for contaminated soils or hazardous materials is included (i.e. asbestos, lead, etc).  
Based on a normal 40 hour work week with no overtime.

Spreadsheet Level	Takeoff Quantity	Labor Amount	Material Amount	Sub Amount	Equip Amount	Other Amount	Total Amount
<b>05 Mixer Replacement</b>							
03000 CONCRETE							
03110.0400 Stair Landing Pads	1 cy	-	14	4	-	-	19
Import Stone Fill	40 csf	-	-	-	-	-	24
<b>Total Formwork</b>			24				24
Slab-on-Grade Form Oil & Hdwr	40 sf	-	-	14	-	-	14
Slab-on-Grade Form Hoisting	50 sf	12	-	-	-	-	12
Hard Fine Grade SOG	40 sf	412	29	-	-	-	441
Slab-on-Grade < 6" 3 Form Use	0 tn	2	2	2	-	-	5
Rebar Accessories/Unload & Store	0 tn	112	166	-	-	-	279
SOG Rebar	1 cy	-	-	-	-	-	-
<b>Total SOG Concrete</b>		15	-	-	-	-	15
Truck Place Slab on Grade	1 cy	28	-	-	-	-	28
Trowel Finish @ SOG	50 sf	4	4	-	-	-	8
Water Base Non-Residual Cure	50 sf	-	-	-	-	-	-
<b>Total Redi-Mix Concrete (Summary)</b>			128				128
4500 psi Concrete	1 cy	586	368	4	15	-	973
03110.0400 Stair Landing Pads	2 ea	586	368	4	15	-	973
03000 CONCRETE							
05500 Metal Fabrications							
05510.0400 New Metal Stairs	10 lrd	302	1,385	-	234	-	1,901
Alum Stairs 4x11# String	28 lf	277	1,793	-	-	-	2,070
3 Rail-Handrail Alum. Sloped	24 ea	260	120	-	-	-	380
Handrail Post Anchors	2 ea	839	3,278	234	-	-	4,351
05510.0400 New Metal Stairs							
05530.0400 New Platforms	6 ton	-	-	-	-	-	-
<b>Total Structural Steel Weight (No Cost Item)</b>							
<b>Total Beam Steel Weight (No Cost Item)</b>							
W 16x50 Beam	224 lf	5,637	22,400	-	4,359	-	32,396
2 Rail-Handrail Alum. w/Toe	232 lf	2,512	11,600	-	-	-	14,112
Handrail Post Anchors	80 ea	866	400	-	-	-	1,266
1-1/2x3/16 Swage I Bar Typo BS	448 sf	3,289	13,978	-	-	-	17,276
05530.0400 New Platforms	4 ea	12,314	48,378	-	4,359	-	65,051
05500 Metal Fabrications		13,153	51,655	-	4,593	-	69,402
11220 Mixers							
11220.0400 Install New Mixers	1 day	-	-	-	-	1,500	1,500
Equipment Manuf./Rep.	4 ea	450	-	-	332	-	783
Unload/Protect Equip - Medium Equip	4 ea	2,357	80,000	-	-	-	82,357
Submersible Mixer 2 HP	4 ea	884	-	-	-	-	884
Assemble Submersible Mixer Shaft & Blades	4 ea	589	-	-	-	400	989
Install Local Control Panel	4 ea	589	-	-	-	-	589
Test & Check Submersible Mixer	32 ch	1,122	-	-	-	-	7,143
11220.0400 Install New Mixers	4 ea	5,991	80,000	-	6,021	-	94,244
11220 Mixers		5,991	80,000	-	6,354	-	94,244
<b>05 Mixer Replacement</b>		<b>19,729</b>	<b>132,023</b>	<b>4</b>	<b>10,962</b>	<b>1,900</b>	<b>164,619</b>

**Estimate Totals**

Description	Amount	Totals	Hours	Rate
Labor	19,729		490 hrs	
Material	132,023			
Subcontract	4			
Equipment	10,962		111 hrs	
Other	1,900			
<b>Subtotal Direct Cost</b>	<b>164,618</b>	<b>164,618</b>		
Building Permits(% total cost)	3,165			1.00 %
NM/GRT	17,724			5.60 %
Bldr's Risk Ins (% total cost)				
Gen Liab Ins (% total cost)	3,165			1.00 %
GC Bonds (% total cost)	4,748			1.50 %
<b>Subtotal Prior to OH&amp;P</b>	<b>28,802</b>	<b>193,420</b>		
GC General Conditions	24,669			15.00 %
Contractor Total OH&P	37,980			12.00 %
<b>Subtotal with OH&amp;P</b>	<b>62,649</b>	<b>256,069</b>		
Construction Contingency	51,214			20.00 %
<b>Total Cost at:</b>	<b>51,214</b>	<b>307,283</b>		
Escalation to Mid Point Constr	9,219			3.00 %
Based on 3% per year	9,219			
<b>Total</b>		<b>316,502</b>		

"This Opinion of Probable Construction Cost is produced in accordance with CDM Smith's Firmwide Quality policies and best practices as described in CDM Smith's Estimating Manual Dated 01/03/12. Section 10 titled Quality Control. I hereby attest that the Cost Estimating policies and procedures were followed in preparation of the Opinion of Probable Cost"



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 6, 2015

SUBJECT: RESOLUTION TO APPROVE THE PRELIMINARY PLAT FOR HOMESTEAD ESTATES AS RECOMMENDED BY THE PLANNING BOARD. Located southwest of the intersection of East Bender Boulevard and Ranchland Drive within the municipal boundaries, submitted by CRV Investments, LLC.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: June 29, 2015
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The Preliminary Plat for Homestead Estates is submitted by CRV Investments, LLC. The proposed subdivision is located southwest of the intersection of East Bender Boulevard and Ranchland Drive within the municipal boundaries. The proposed subdivision is comprised of 37.67 +/- acres and will contain 1 multi-family parcel and 102 single family residential lots. The Planning Board reviewed this issue on May 19, 2015 and voted 4 to 0 to recommend approval.

Fiscal Impact: Reviewed By: [Signature] Finance Department

The positive impact of the new development and new housing from GRT collections and monthly utility bills of the residents should offset any expenses that the City will incur from the maintenance responsibility of streets, water and sewer lines.

Attachments: Resolution, Preliminary Plat, Planning Board Minutes.

Legal Review: Approved As To Form: [Signature] City Attorney

Recommendation: Consideration to approve the Resolution approving the Preliminary Plat for Homestead Estates as recommended by the Planning Board.

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. 6314.

**A RESOLUTION APPROVING THE PRELIMINARY PLAT OF HOMESTEAD ESTATES AS RECOMMENDED BY THE PLANNING BOARD.**

WHEREAS, CRV Investments, LLC has submitted a Preliminary Plan for Homestead Estates, for review by the City Planning Board; and

WHEREAS, the subdivision Preliminary Plan was reviewed and approved by the Hobbs Planning Board at the June 16, 2015 meeting.

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

1. The City of Hobbs hereby grants Preliminary Plat Approval to Homestead Estates as recommended by the Planning Board; and
2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 6<sup>th</sup> day of July, 2015.

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

ATTEST:

\_\_\_\_\_  
JAN FLETCHER, CITY CLERK

**PLANNING BOARD MEETING  
MINUTES  
June 16, 2015**

The Hobbs Planning Board met on June 16, 2015 at 10:00 a.m. at City of Hobbs Annex Building, First Floor Commission Chambers, located at 200 E. Broadway, Hobbs, NM 88240 with Mr. Vice Chairman Guy Kesner presiding.

**Members Present:**

W.M. "Tres" Hicks, Chairman  
Guy Kesner, Vice Chairman  
Bill Ramirez  
Larry Sanderson  
Brett Drennan  
Bobby Shaw  
Dwayne Penick

**Members Absent:**

**Also present were members of the public and City staff as follows:**

Kevin Robinson, Development Director  
Shelia Baker, Staff Engineer  
Seborn South  
Dennis Holmberg

Commissioner Buie  
Julie Nymeyer, Staff Secretary  
Lindsay Chism  
Pam Acevedo

**1) Call To Order.**

Chairman W.M. "Tres" Hicks called the meeting to order at 10:05 am.

**2) Review and Consider Approval of Agenda.**

The first item of business was to review and approve the Agenda for the June 16, 2015 meeting. Mr. Hicks said that he would like item 6 moved to the end of the agenda. Mr. Kesner made a motion, seconded by Mr. Penick to approve the agenda as amended. The vote on the motion was 5-0 and the motion carried.

**3) Review and Consider Approval of Minutes.**

**May 19, 2015 - Regular Meeting  
May 28, 2015 - Special Meeting**

Mr. Hicks asked if everyone has had a chance to read the minutes. Mr. Shaw made a motion seconded by Mr. Sanderson to approve the May 19, 2015 minutes as presented. The vote on the motion was 5-0 and the motion carried.

Mr. Hicks asked if everyone had a chance to read the Special Minutes. Mr. Kesner made a

motion, seconded by Mr. Penick to approve the Special Minutes as presented. The vote on the motion was 5-0 and the motion carried.

**4) Communications from Citizens.**

Commissioner Newman asked about the May 19<sup>th</sup> Meeting where Ms. Chapman discussed grass and weeds in her neighborhood and he wanted the status on that issue. Mr. Hicks said that staff sent the information to the Environmental Department to follow up on the weed issue. Mr. Penick asked if the code read that 20 inch tall grass is acceptable? Mr. Robinson said any parcel larger than 1 acre 20 inches is acceptable. Commissioner Newman said he is getting a lot of complaints on that area for rats, mice and trash. He said it is a developed tract of land and the trash in the area is enforceable. Mr. Shaw said they require retention areas now on most development. Mr. Hicks said he thought the Board should take a look at the ordinance again and see if they can negate the problem.

**5) Review and Consider Homestead Estates Preliminary Plan as submitted by property owner CRV Enterprises, LLC.**

Mr. Robinson said this is the Preliminary Plans for Homestead Estates. He said this is actually the construction plan. He said in the Major Thoroughfare Plan there are setbacks that are set in two areas, the title 16 subdivision plans and the Major Thoroughfare Plan. He said it never specifies what the rear setback would be on a dual frontage lot. He said the developer has proposed to make a 21 foot setback or greater all around the perimeter. He said the setback for buildings #6 and #7 the setback will be 14 feet from the property line. He said that will still leave 24 feet to the driving lane. Mr. Hicks said to him the setback it is irrelevant because the purpose of the 21 foot setback is to be able to park a vehicle between the building and the property line and all of these streets are parking lots.

Mr. Robinson said buildings 1, 2, and 3 are currently under construction. He said the developer is asking for a variance for buildings #6 and #7 and still maintain the handicap ramps. Mr. Hicks asked if these buildings were multifamily? Mr. Robinson said yes. Mr. Hicks asked if they had sufficient parking spaces for two per unit? Mr. Robinson said they are four short based on staff's calculations but the developer is taking out a couple of landscape bollards to correct the issue.

Mr. Robinson said the site will require a certain amount of drainage and staff is in negotiations with the developer on the location. Mr. Kesner asked if Lincoln Street was a half section road? Mr. Robinson said he believed so. Mr. Kesner asked if the city or the developer were going to continue to extend the road to Seminole Highway? Mr. Robinson said yes with the development of the municipal property.

Mr. Kesner made a motion, seconded by Mr. Penick to approve the preliminary plat. The vote on the motion was 5-0 and the motion carried.

**6) Review and Consider proposed amendments of MC Title 16 (Subdivisions)**

Mr. Kesner made a motion, seconded by Mr. Sanderson to table this item until the next meeting. The vote on the motion was 5-0 and the motion carried.

**7) Review and Consider proposed amendments of MC Chapter 15.32 (Sign Code).**

Mr. Robinson said section 1532 of the sign code is a remnant from the Fire Code and that has been eliminated. He said the changes to the Monument Signs were defined in the definitions. Mr. Hicks asked about Free Standing signs. Mr. Robinson said for free standing signs there is a height requirement for the sign portion and the setback area is where the support for the Free Standing Sign can be located. Mr. Hicks said the Free Standing Sign essentially has a definition that the bottom of the sign area is 10 feet above curb. Mr. Robinson said correct.

Mr. Hicks asked for definitions on signs. Mr. Robinson said a Free Standing sign is limited to 144 square feet. He said a multi-business sign is 144 square feet for the site and then another 144 square feet for all the business owners. Mr. Penick asked if there were restrictions on linear footage limits between signs. Mr. Robinson said your property has to be 300 feet or longer to have two free standing signs. He said the marque signs are not limited. He said they could be listed on the free standing sign or on a monument sign and also each facade gets 144 square feet sign.

Mr. Robinson asked if the Board recommend changing all Pole Signs to Free Standing signs to be consistent? Mr. Hicks said yes. Mr. Robinson said for signs erected on private property fronting a minor residential roadway and within a residential area shall not exceed 15 feet in height or 48 square feet per sign and be located entirely within the prescribed building setback. He said no billboard shall be placed on private property containing a free standing sign. He said when you purchase a piece of property you will have to decide rather you want a billboard, offsite advertising or a Free Standing multi-tenant sign but you will not be allowed to have both.

Mr. Hicks said lets address billboards. He would like to insert that no billboards shall be placed on any private property that does not abut a major arterial roadway according to the Major Thoroughfare Plan. Mr. Kesner said that the Board agrees that it make sense to have billboards on Major Arterials.

Mr. Robinson said for Billboards on Private Property it has been changed from 300 feet of street frontage to 1200 radius and one additional billboard if you have 2400 linear feet that abuts a Major Arterial regardless of ownership. He said Billboards may not be placed within a 1200 foot radius of any existing billboard. He said billboards that do not have an advertiser within 120 days will be considered abandoned and the Building Official will issue the property owner a notice of written abandonment and the billboard shall be removed within 30 days.

Mr. Hicks asked about the wording on Temporary signs shall be "permitted". He thinks it should say "allowed". He said if you want temporary signs to be permitted as in requiring a permit then "C" should be taken out. Mr. Kesner said he thought they should get the temporary signs registered so you will know who the owners are. Mr. Hicks thought temporary signs should also have a limited time of 30 days and banners should have size restrictions. Mr. Kesner thought it might need to be 60 days instead of 30 days. Mr. Robinson said he will get with Code Enforcement to see if they need to be "registered or



permitted”.

Mr. Robinson discussed electronic signs. The Board thought that fuel price signs should be exempt from the “traffic signal colors” on their signs.

Mr. Kesner made a motion, seconded by Mr. Sanderson to recommend approval of the Sign Code Amendments to the City Commission. Mr. Sanderson did request that staff send the Board the amended sign code when complete.

**8) Review and Consider proposed Mobile Vendor Ordinance.**

Mr. Hicks asked if 30 days was needed to get a permit. Mr. Robinson said it never takes that long but it does give staff time to get all the information they are requesting. Mr. Hicks thought it should be 21 days. The Board agreed. Mr. Hicks did not think side walk sales should be limited to 3 per year. He said it did not seem appropriate for downtown merchants. Mr. Shaw said he didn't think it should even be limited to 3 a month. Mr. Robinson said sidewalk sales have never been addressed in the Municipal Code. The Board agreed sidewalk sales should be exempt but must maintain pedestrian access.

Mr. Robinson said it is the intent of the city to make sure Mobile Vendors are on a developed parcel with an impervious surface. He said when there is no rain in this area the grass becomes very dry and can cause a grass fire from the mufflers. He said as they enter and exit the site there are no driveways so they are eroding asphalt on city roadways. Mr. Hicks said there is an issue with traffic tearing up the road going to and from these sites.

Mr. Robinson said vending locations within the City of Hobbs Public Parks and Municipal properties will be approved by the Parks Department. He said staff does not want to limit vendors to a specific location. Mr. Hicks asked about hours of operation? Mr. Robinson said 7 am to 10 pm. Mr. Kesner asked why 7 am? After a brief discussion the Board agreed that hours of operation should be stricken because they will not be in a residential area.

Mr. Hicks said he thought that it should be changed from 500 feet away from a school to 100 feet to be consistent. Mr. Robinson said litter and trash removal will be the vendor's responsibility.

Ms. Pam Acevedo has mobile food vendor trailer and they are parked at their house on Acoma and she was wondering if they would be allowed to keep it there? Mr. Robinson said this will not go into effect until January 2016. Mr. Shaw said he felt like the owners should check their restrictive covenants for violations. Mr. Hicks said the Board would have to look into rather or not this location would work for a mobile vendor.

Mr. Robinson asked if there needed to be a variance clause for this ordinance? Mr. Hicks said he felt like there should be and notifications on variances and it should be the same as for mobile homes which is 300 feet. Mr. Kesner agreed.

Mr. Penick made a motion, seconded by Mr. Shaw to approve the Mobile Vendor Ordinance as amended. The vote on the motion was 5-0 and the motion carried.

**9) Adjournment.**

**With nothing further to discuss the meeting adjourned at 12:27 pm.**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 6, 2015

SUBJECT: Renewal of Professional Services Agreement Between the Boys and Girls Club of Hobbs and the City of Hobbs for the Operation of the City Summer Program, Special Needs Program and Licensing for Gus Macker Basketball Tournament.

DEPT. OF ORIGIN: Parks and Recreation  
DATE SUBMITTED: June 29, 2015  
SUBMITTED BY: Michael Hughes, Recreation Superintendent

Summary:

The Boys and Girls Club of Hobbs, Inc. has the technical and professional experience for the operation of a City Summer program encompassing the area south of Sanger Street. The Club will operate a program for 6-12 year old, Special Needs Program and enter into an agreement with the National Gus Macker Tournament.

Fiscal Impact


The term of this agreement is for one year beginning July 1, 2015 and running through June 30, 2016. The agreement is to provide funds to operate a Community wide full day Summer program for ages 6-12. The agreement would not exceed \$69,000.00.

Reviewed By:   
Finance Department

Attachments:

Resolution  
Professional Services Agreement

Legal Review:

Approved As To Form:   
City Attorney

Recommendation:

Approval of the Boys and Girls Club Professional service 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. _____

CITY OF HOBBS

RESOLUTION NO. 6315

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE BOYS & GIRLS CLUB OF HOBBS, INC., FOR THE OPERATION OF THE SUMMER RECREATION PROGRAM, SPECIAL NEEDS PROGRAM, AND LICENSE FEE FOR GUS MACKER BASKETBALL TOURNAMENT

WHEREAS, The Boys and Girls Club of Hobbs, Inc. has the technical and professional experience for the operation of a City Summer Program; and

WHEREAS, the Club will operate programs for 6-12 years olds and special needs children; and

WHEREAS, the Club will provide and obtain a Licensing Agreement with the National Gus Macker Tournament;

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 on behalf of the City of Hobbs, a Professional Services Agreement with the Boys & Girls Club of Hobbs, Inc., for the operation of the Summer Recreation Program, Special Needs Program and Licensing for Gus Macker Basketball Tournament. A copy of the Agreement is attached hereto and incorporated herein by reference.

PASSED, ADOPTED AND APPROVED this 6<sup>th</sup> day of July, 2015.

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

ATTEST:

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

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF HOBBS, NEW MEXICO, a municipal corporation, (hereinafter referred to as "CITY") and the BOYS & GIRLS CLUB OF HOBBS, INC., (hereinafter referred to as "CLUB").

WHEREAS, CLUB has the technical and professional expertise required for the operation of a Summer Recreation Program encompassing the area south of Sanger Street, and has properly equipped recreational facilities in order to perform the services.

NOW, THEREFORE, THE PARTIES HERETO HEREBY DO COVENANT AND AGREE AS FOLLOWS:

I.

CLUB will act on behalf of CITY to operate a 9-week summer recreation program for 6 to 12-year-old, encompassing the area south of Sanger Street, 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:

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

B. The Boys & Girls Club summer program will 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.

C. 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 CLUB 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.

D. 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.

E. 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.

F. Provide reasonable assistance to CITY staff with special summer program activities such as the Hershey Track Meet, and with other scheduled events, including July 4<sup>th</sup>, on which date at least one-half of CLUB's summer staff will be required to assist and Gus Macker Basketball Tournament providing an adequate number of scorekeepers.

G. Maintain daily records of activities and the number of participants in the program and submit bi-weekly reports to CITY by Monday of the week following the reporting period, including a participation report for the Hobbs Gus Macker Basketball Tournament. In addition, a final report at the conclusion of the summer programs shall be submitted to CITY. The final report shall include a listing of actual staff, actual hours worked each week, hourly rate of each and total amount paid; broken down by program. Any incidents of serious nature, as determined by the Director of CLUB, shall be immediately reported to CITY.

H. 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.

## II.

It is expressly understood and agreed that CITY is prohibited by the Constitution of New Mexico from directly or indirectly lending or pledging its credit or making any donation to or in aid of any person, association or public or private corporation; this Agreement is intended to employ the services of CLUB, for value received, to carry out the objectives hereof, which are believed to be valid municipal purposes under the laws of the State of New Mexico.

It is expressly understood and agreed that CLUB is prohibited from requiring membership/dues/fees/etc. as a condition for participation in the Summer Recreation Program.

It is expressly understood and agreed that none of these funds shall be used as "prize money" or "cash awards" for participation in activities.

### III.

CITY shall not be obligated to expend funds in excess of Sixty-nine Thousand Dollars (\$69,000.00) during the term of this Agreement. Said "not to exceed" amount shall be further restricted as follows: \$45,000.00 for the overall summer recreation program; an additional \$9,000.00 for the special needs program; an additional \$10,000.00 for the Gus Macker License fee; and an additional \$5,000.00 for the facilitation of the requirements of the Americans with Disability Act. The term of this Agreement is one (1) year, commencing July 1, 2015, and terminating June 30, 2016.

CITY agrees to pay CLUB for approved and accepted expenses, not to exceed Sixty-nine Thousand Dollars (\$69,000.00) for the term of this Agreement. Expenses not pre-approved by CITY are subject to non-payment by CITY.

A payment of Seventeen Thousand Two Hundred Fifty Dollars (\$17,250.00) shall be made from invoice on or about July 1, 2015, with the balance of funds to be paid in accordance with the preceding paragraph and by invoice from CLUB to CITY.

Payments hereunder are further conditioned upon CLUB submitting to CITY comprehensive reports, including a participation report for the instructional football league program, with substantiating documents attached detailing the actual expenditures authorized for specific projects, programs and activities as required by the proposal submitted by CLUB and the terms of this Agreement.

CLUB agrees that any financial records or audit reports of all data relating to all matters covered by this Agreement shall be made available to CITY upon request.

It is agreed that proprietary records of CLUB, such as audit reports and financial records, are to remain private and as such can only be released to the CITY as outlined above and cannot be released to the public as a public document.

### IV.

CLUB agrees to hold CITY free and harmless from any costs determined ineligible by proper audit and CLUB will not enter into any obligation which purports to be binding on CITY in any manner.

At such times and in such form as the City Manager may require, there shall be furnished to CITY such statements, records, reports, data and information as CITY may request pertaining to matters covered by this Agreement. Furthermore, at any time during normal business hours and as often as CITY may deem necessary, there shall be made available to CITY for examination, all records maintained by CLUB with respect to all matters covered by this Agreement; any requested excerpts of transcripts from such records and audits of all data relating to all matters covered by this Agreement subject to the limitations set out above.

V.

CLUB shall obtain, and provide proof thereof to CITY, the following insurance coverage including, but not limited to:

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.

The City of Hobbs must be named as an additional insured.

CLUB shall obtain and provide proof thereof to CITY of any other insurance coverage required by the statutes of the State of New Mexico or regulations of any agency of the State of New Mexico governing this type of project.

CLUB covenants and agrees that it will hold and save CITY harmless from any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person(s) or damage to property during the course of execution of this Agreement.

If any part or portion of this Agreement shall be in violation of the laws or Constitution of New Mexico, only such part or portion hereof shall be invalidated thereby, and any monies paid by CITY there under shall be repaid to CITY by CLUB, but all other portions hereof shall remain valid and enforceable.

This Agreement shall continue in force for one (1) year, with an option to renew for one (1) additional one (1) year term. This Agreement may be canceled by either party after giving sixty (60) days notice to the other. Such notice shall be in writing and shall be considered given when delivered to the Chief Administrative Officer of the other party.

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







**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 6, 2015

**SUBJECT: A RESOLUTION APPROVING AN EXTENSION OF A LEASE OF A 0.06 ACRE PARCEL OF REAL PROPERTY BETWEEN THE CITY OF HOBBS AND GLP CAPITAL, L.P. FOR THE CONTINUED PURPOSE OF OPERATING AN ELECTRONIC SIGN LOCATED ON LOVINGTON HIGHWAY.**

DEPT. OF ORIGIN: Planning Division  
DATE SUBMITTED: June 29, 2015  
SUBMITTED BY: Kevin Robinson, Development Director

Summary: A one (1) year extension of a Lease of a 0.06 acre tract of municipally owned real property located on the Lovington Highway near the Trail is proposed with GLP Capital, L.P. The real property at issue currently holds an electronic sign owned by GLP Capital, L.P. pursuant to a Lease originally entered into with Zia Park, LLC and later assigned to GLP Capital, L.P. The purpose of this extension of lease is to allow the electronic sign to continue to be located on the property and to be operated by GLP Capital, L.P. The City previously acquired the sign area and surrounding property from Lea County. The City then leased the real property to Zia Park, LLC on June 7, 2010. This Lease was later assigned to GLP Capital, L.P. on August 5, 2013. Staff recommends approval.

Fiscal Impact:

Reviewed By: \_\_\_\_\_

*Finance Department*

The extension of Lease with GLP Capital, L.P. does not appear to impact the City budget, except that the revenue will positively benefit the City. Currently the Trial division of the Parks and Recreation Department is responsible for maintenance of the Trail and surrounding areas.

Attachments:

Legal Review:

Approved As To Form: \_\_\_\_\_

*City Attorney*

Recommendation:

Approve the Resolution and the extension of Lease

Approved For Submittal By:

*M. H. Stearns*

Department Director

*ACM*

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. 6316

A RESOLUTION APPROVING AN EXTENSION OF A LEASE OF A 0.06 ACRE PARCEL OF REAL PROPERTY BETWEEN THE CITY OF HOBBS AND GLP CAPITAL, L.P. FOR THE CONTINUED PURPOSE OF OPERATING AN ELECTRONIC SIGN LOCATED ON LOVINGTON HIGHWAY.

WHEREAS, The City of Hobbs previously entered into a five (5) year lease for a 0.06 acre parcel of real property with Zia Park, LLC on June 7, 2010, for the purpose of operating an electronic sign located on the Lovington Highway; and

WHEREAS, Zia Park, LLC was a wholly-owned subsidiary of Penn National Gaming; and

WHEREAS, Penn National Gaming desired to, and in fact did, transfer the lease to GLP Capital, L.P. on or about August 5, 2013; and

WHEREAS, the Parties seek to extend the terms of the Lease for one (1) year; and

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 on behalf of the City of Hobbs, an extension of the Lease executed with Zia Park, LLC and later assigned GLP Capital, L.P. A copy of the Extension and Lease is attached hereto and incorporated herein by reference.

PASSED, ADOPTED AND APPROVED this 6<sup>th</sup> day of July, 2015.

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

ATTEST:

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



CITY ATTORNEY'S OFFICE

200 East Broadway  
Hobbs, New Mexico 88240

575-397-9226  
575-391-7876 fax

June 29, 2015

Mr. Brandon J. Moore  
Senior Vice President & General Counsel  
Gaming & Leisure Properties, Inc.  
825 Berkshire Boulevard, Suite 400  
Wyomissing, PA 19610  
(610) 401-2900

**Re: Electronic Sign Site Lease (June 10, 2010; Assigned August 5, 2013)**

Dear Mr. Moore:

This letter shall serve as acknowledgment and conditional acceptance of your written request to extend the Lease for the real property located in the City of Hobbs, New Mexico, with the following legal description:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO, CONTAINING 0.06 ACRES, MORE OR LESS, CREATING A LEASEHOLD PROPERTY PARCEL OF APPROXIMATELY 50 FEET BY 50 FEET SQUARE.

As you are aware, a Lease for this parcel of real property was executed between Zia Park, LLC and the City of Hobbs on June 7, 2010 (attached hereto and incorporated herein as, "Exhibit 1"). This Lease was later assigned by Zia Park, LLC to GLP Capital, L.P., on August 5, 2013.

The above referenced Lease is set to expire on July 1, 2015. Additionally, notice of intent to extend the Lease was due on April 1, 2015 (see Section 2(B) of "Exhibit 1"). It is also understood by the parties that the area immediately surrounding the real property at issue is currently in transition and as a result the leased property may be affected in the future. However, after discussions of both the City of Hobbs and GLP Capital, L.P., and pursuant to mutual agreement of the parties, **this letter shall operate to extend the previously mentioned Lease for one (1) year.**

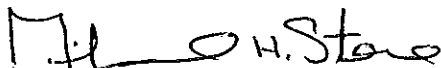
The "Terms and Conditions" outlined in the Lease executed on June 7, 2010, shall be in full force and effect during the span of the extension of the Lease, from July 1, 2015 to July 1, 2016 with the exception of Rent, which shall be adjusted pursuant to Section 2(C) of the Lease. The parties to this extension understand all rights, responsibilities, and obligations associated with the Lease. Additionally, GLP Capital, L.P. understands that by signing this letter agreement of extension, it shall waive the "Extended Term" language contained in Section 2(B) of the Lease.

Pursuant to Section 2(C) in conjunction with Section 3(B) of the Lease executed on June 7, 2010, and based on CPI change of all goods index for the US for the period from March 1, 2010 to March 1, 2015, the Rent paid for the one (1) year extension shall be: **\$3,125.31**

By execution of this letter agreement of extension, you agree to be bound, as Lessee of the real property outlined above, by all terms and conditions contained in this written document as well as all terms and conditions contained in the Lease, which is attached hereto and incorporated herein. Furthermore, it is understood that approval of the Hobbs City Commission is necessary prior to adoption and implementation of the agreement of extension.

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

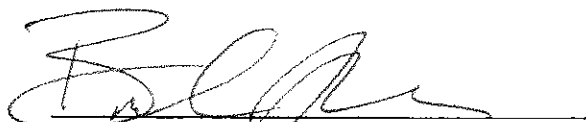
Respectfully,



Michael H. Stone  
City Attorney

APPROVAL AS TO FORM AND ACCEPTANCE OF TERMS:

GLP Capital, L.P.



Brandon J. Moore  
Senior Vice President & General Counsel,  
Gaming and Leisure Properties, Inc., its general partner

City of Hobbs

---

Sam D. Cobb  
Mayor



# CITY OF HOBBS

## COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 6, 2015

**SUBJECT:** CDBG GRANT AGREEMENT AMENDMENT NO. 1 Project No. 13-C-NR-I-01-G-025  
**DEPT. OF ORIGIN:** Engineering Department  
**DATE SUBMITTED:** June 29, 2015  
**SUBMITTED BY:** Todd Randall, City Engineer

**Summary:**

The CDBG Grant Agreement between the City of Hobbs and the Department of Finance and Administration Local Government Division is for the 2013 Hobbs CDBG Infrastructure Improvements Project that consists of complete pavement reconstruction as well as curb and gutter, sidewalk and ADA improvements in a residential area.

The project description and Project Cost/Financing Summary submitted with the grant application and original agreement need to be modified to reflect the actual project and construction costs at this time. The revised documents reflect the awarded contract and Change Order 1 for the CDBG Project.

**Fiscal Impact:**

Reviewed By: [Signature]  
Finance Department

FY2016 Project Budget \$1,400,000 (37-4037-44901-00183)  
Grant Amount: \$500,000.00

**Attachments:** Resolution and grant amendment

**Legal Review:**

Approved As To Form: [Signature]  
City Attorney

**Recommendation:**

Approve Resolution and execute grant amendment

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: \_\_\_\_\_  
File No. \_\_\_\_\_ Denied

CITY OF HOBBS

RESOLUTION NO. 6317

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A GRANT  
AMENDMENT WITH THE DEPARTMENT OF FINANCE AND  
ADMINISTRATION LOCAL GOVERNMENT DIVISION  
FOR  
CDBG PROJECT NO. 13-C-NR-I-01-G-025

WHEREAS, the City of Hobbs received an executed grant agreement for CDBG 13-C-NR-I-01-G-025 effective October 28, 2013 in the amount of \$500,000;

WHEREAS, the City of Hobbs requested a modification to the project scope and adjustment to the project budget to reflect the awarded contract and Change Order 1;

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 on behalf of the City of Hobbs, a CDBG grant amendment with the Department of Finance Administration Local Government Division for Project No. 13-C-NR-I-01-G-025

PASSED, ADOPTED AND APPROVED this 6th day of July, 2015.

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

ATTEST:

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

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
GRANT AGREEMENT AMENDMENT NO. 1

Project No. 13-C-NR-I-01-G-025

THIS AMENDMENT, hereinafter referred to as the "Amendment," is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Suite 202, Bataan Memorial Building, Santa Fe, New Mexico, 87501, hereinafter referred to as the "Division," and City of Hobbs, hereinafter referred to as the "Grantee", as of the date this Amendment is executed by the Division.

**RECITALS**

WHEREAS, on June 17, 2013, the Community Development Council awarded the Grantee \$500,000.00 for a Street and Drainage Improvements project (hereinafter referred to as "Project"); and

WHEREAS, the Grantee and the Division entered into a Grant Agreement, effective October 28, 2013, in the amount of \$500,000.00 for the Project, hereinafter referred to as the "Grant Agreement"; and

WHEREAS, the Grantee requests an adjustment to the project budget to modify expenditures by increasing leverage funds by \$594,012.56 from \$120,000.00 to \$714,012.56 as referenced in the attached "Exhibit 1-C" and accordingly requests an increase in the project scope as referenced in the attached "Exhibit 1-A".

WHEREAS, the Grantee and the Division desire to memorialize through this Amendment the terms and conditions upon which the Grant Agreement, as amended, will be administered.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby mutually agree to amend the Grant Agreement as follows:

1. The "Exhibit 1-A" of the Grant Agreement is hereby replaced in its entirety with the "Exhibit 1-A" attached hereto.
2. The "Exhibit 1-C" of the Grant Agreement is hereby replaced in its entirety with the "Exhibit 1-C" attached hereto.
3. All other provisions of the Grant Agreement not amended herein remain in full force and effect.

[Remainder of page intentionally left blank.]



IN WITNESS WHEREOF, the parties do hereby execute this Amendment.

THIS AMENDMENT has been approved by:

**GRANTEE**

\_\_\_\_\_  
Chief Elected Official/Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Type or Print Name)

STATE OF NEW MEXICO    )  
  )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_.



\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

By: \_\_\_\_\_  
Rick Lopez, Director

\_\_\_\_\_  
Date

STATE OF NEW MEXICO    )  
  )ss.  
COUNTY OF SANTA FE    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_.



\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT 1-A**

**PROJECT DESCRIPTION**

**GRANTEE NAME**      City of Hobbs

**PROJECT NUMBER**    13-C-NR-I-01-G-025

**GRANT AMOUNT**      \$500,000.00

**PROJECT DESCRIPTION**

The City of Hobbs will complete replacement of pavement sections without adequate foundation with a hot mix pavement, base course, subgrade preparation, install curb and gutter, valley gutter, sidewalk, ADA ramps, signing, and other miscellaneous items to the extent that funds are available along the following streets: Childers from Willow to Marland; Marland from Willow to 100' east of Elm; Humble from 4th to 8th; 4th from Humble to Main; 5th from Humble to Main; 6<sup>th</sup> from Humble to Main.

This project will benefit 101 total beneficiaries of which 82% are Low and Moderate Income (LMI).

The City of Hobbs will provide a 10% Cash Match of \$500,000 in addition to \$714,012.56 in leveraging.

Entity Name: <u>City of Hobbs</u>		<input type="checkbox"/> Grant Agreement		CDBG Amount: <u>\$500,000.00</u>		
CDBG Project Number: <u>13-C-NR-1-01-G-025</u>		<input checked="" type="checkbox"/> Grant Amendment		Other Amount: _____		
Project Cost Activities	Project Funding Sources					Total Project Cost
	CDBG Funds	Other Sources (Identify other local, state, federal, or private)				
		Cash Match	Leverage			
Administration (Contractual)						\$ -
Architect/Engineer						\$ -
Other Professional						\$ -
Inspection (Testing)						\$ -
Property Acquisition						\$ -
Property Rehabilitation						\$ -
Construction	\$ 500,000.00	\$ 50,000.00	\$ 714,012.56			\$ 1,264,012.56
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<b>Totals</b>	<b>\$ 500,000.00</b>	<b>\$ 50,000.00</b>	<b>\$ 714,012.56</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,264,012.56</b>

# DISCUSSION



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 6, 2015

**SUBJECT: DISCUSS PROPOSED FUTURE PUBLICATION OF AN ORDINANCE ADOPTING PERMITTING PROCEDURES AND DEVELOPMENTAL REGULATIONS FOR THE MOBILE VENDING INDUSTRY.**

DEPT. OF ORIGIN: Planning Division  
DATE SUBMITTED: June 29, 2015  
SUBMITTED BY: Kevin Robinson – Planning Department

**Summary:** The City of Hobbs Planning Board has been reviewing the policy, procedures and regulations in regard to the Mobile Vending Industry since May of this year. Currently there are municipal codes in place governing the permitting of these types of businesses but upon review the Planning Board determined that additional regulations are required to protect the health and safety of the public. The attached Ordinance was recommended for adoption by the City of Hobbs Planning Board at the regular meeting held on June 16, 2015 by a vote of 5 to 0.

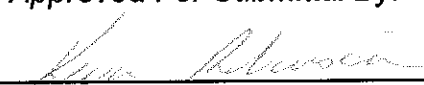

**Fiscal Impact:** \_\_\_\_\_  
*Reviewed By:* \_\_\_\_\_  
*Finance Department*

There should not be a fiscal impact from the adoption of this proposed Ordinance.

**Attachments:** Proposed Ordinance and Planning Board minutes.

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

**Recommendation:**  
This is a discussion item only.

**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. _____

## DEFINITIONS

- A. **Conveyance (Outdoor Vendors):** Any publicly or privately owned vending stand, vending trailer, mobile food vehicle, or any other device designed for the purpose of displaying, exhibiting, carrying, transporting, storing, selling or offering for sale any food, beverages, goods, wares or merchandise.
- B. **Ice Cream Truck:** A specific type of mobile food vehicle that sells only prepackaged, single-portion ice cream or frozen confections.
- C. **Mobile Food Vehicle:** A food establishment preparing and/or serving foods from a self-contained vehicle, either motorized or within a trailer, that is readily movable without disassembling for transport to another location. Mobile food vehicles may serve as a conveyance for outdoor vending at a fixed location.
- D. **Mobile Food Vending.** Vending from a mobile food vehicle, in which only prepackaged, single portion food is carried for purposes of sale while traveling along city streets, making periodic stops on streets where parallel parking is permitted and that do not exceed 15 minutes to accommodate a sale or sales. This definition shall include ice cream trucks. This definition shall not include vendors who distribute or deliver their products to regular customers on established routes.
- E. **Mobile Food Vendor:** Any person that owns or operates a mobile food vehicle for the purpose of mobile food vending, as defined herein.
- F. **Outdoor Vending.** Exhibiting, displaying, selling or offering for sale any food, beverages, goods, wares or merchandise from a conveyance at a fixed location on public or private property.
- G. **Outdoor Vending, Private Property (Outdoor Vendors):** The exhibit, display, or sale of any food, beverages, goods, wares, or merchandise from a conveyance at a fixed location on private property.
- H. **Outdoor Vendor (Outdoor Vendors):** Any person that exhibits, displays, sells or offers for sale any food, beverages, goods, wares or merchandise from a conveyance at a fixed location. This definition does not include a door-to-door peddler, solicitor, mobile food vending, children's lemonade stands or homeowners having garage sales.
- I. **Outdoor Vendor Park.** A site that contains more than one outdoor vendor on a regular basis as the principal use of the land.
- J. **Public Way (Outdoor Vendors):** All areas legally open to designated public use such as public streets, sidewalks, roadways, highways, parkways, alleys, parks, as well as the areas surrounding and immediately adjacent to public buildings.
- K. **Pushcart or Handcart (Outdoor Vendors):** Any open-air wheeled device designed for the purpose of displaying, exhibiting, carrying, transporting, storing, selling or offering for sale any food, beverages, goods, wares or merchandise and for being pushed by a person without the assistance of a motor vehicle.
- L. **Sidewalk (Outdoor Vendors):** All that area legally open to the public used as a pedestrian public way between the curb line and the legal property line of the abutting property.
- M. **Vending Stand (Outdoor Vendors):** A non-motorized, open-air fixture or device, such as a showcase, table, bench, rack, handcart, pushcart, stall that is used for the purpose of displaying, exhibiting, carrying, transporting, storing, selling or offering for sale any food, beverages, goods, wares or merchandise at a fixed location. This definition does not include vending trailers.
- N. **Vending Trailer (Outdoor Vendors):** A device enclosed on at least three sides with a permanent roof, mounted on wheels, designed to be pulled by a motor vehicle for the purpose of displaying, exhibiting, carrying, transporting, storing, selling or offering for sale any food, beverages, goods, wares or merchandise.

## **Purpose and Intent.**

The regulations contained herein are not intended to prohibit or hamper economic activity, but merely to regulate specific activities that are commercial in nature. It is the intent of these regulations:

1. To establish in accordance with the Comprehensive Plan for the purpose of promoting the health, safety, morals, and the general welfare of the general public;
2. To establish a uniform set of rules and regulations that are fair and equitable;
3. To provide economic development opportunities to small entrepreneurs; and
4. To mitigate the negative impact between adjacent uses and facilitating the transition from one type of use to another.

## **A. Permit Required**

1. **Applicability.** It shall be unlawful for any person to engage in the business of outdoor vending or mobile business activity, as defined in Municipal Code 5.04.020 Definitions, unless he/she has first obtained a Mobile Vending permit from the City of Hobbs Clerk's Department, except as exempted in *C. Exemptions* below. All permits shall be issued according to the regulations herein.
2. **Application for Permit.** Applicants may request a Mobile Vending Permit for either (1) outdoor vending or (2) mobile food vending. The application for a Mobile vending permit shall contain all information relevant and necessary to determine whether a particular permit may be issued, including, but not limited to:
  - a. The applicant's full name, current address, telephone number and proof of identity, together with a full-face photograph of the applicant, not less than two inches square nor more than three inches square.
  - b. A brief description of the nature, character and quality of goods, wares or merchandise to be offered for sale.
  - c. Site plan showing proposed location and distances in compliance with the location requirements in Subsection D.3.
  - d. Written consent of the property owner, if applicable.
  - e. If the applicant is engaged in the sale of food or beverages, a copy of the City of Hobbs Health Department Inspection certificate shall be provided.
  - f. If the applicant is employed by another, the name and address of the person, firm, association, organization, company or corporation of employment.
  - g. If a motor vehicle is to be used, the motor vehicle make, year, model and license number.
  - h. Proof of vehicle registration.
  - i. In addition to the information listed above, mobile food vendors shall also provide:
  - j. Proof of current driver's license for all drivers.

3. **Fee.** The applicant shall pay the fee as adopted from time to time by City Commission.
4. **Issuance of Permit.**
  - a. The applicant shall be notified in writing by the City Clerk or his/her designee of the City's decision to issue or deny the mobile vending permit not later than twenty one (21) days after the applicant has filed a completed application with the Clerks Department.
  - b. Each permit shall show the name and address of the mobile vendor, the type of permit issued, the kind of goods to be sold, the amount of the permit, the date of issuance, the permit number, an identifying description of any motor vehicle or conveyance used by the vendor plus, where applicable, the motor vehicle registration number and a photograph of the vendor not less than two inches square nor more than three inches square. Each permit shall also show the expiration date of the permit.
  - c. All permits issued under this section shall be both non-assignable and non-transferable.
5. **Display of Permit.** Any permit issued by the City Clerk or his / her designee shall be carried with the vendor whenever he/she is engaged in vending. Certificate of Health Inspection from the New Mexico Health Department shall also be properly and conspicuously displayed at all times during the operation of the vending business.
6. **Expiration and Renewal.**
  - a. **Permanent Permit.** All permanent vending permits expire annually at midnight on December 31<sup>st</sup>. A vending permit may be renewed, provided an application for renewal and permit fees are received by the City no later than the expiration date of the current permit. Any application received after that date shall be processed as a new application. The City Clerk or his / her designee shall review each application for renewal, and upon determining that the applicant is in full compliance with the provision of these regulations, shall issue a new permit.
  - b. **Temporary permit.** All temporary permits issued shall be valid only for the time period established on the permit.
7. **Notification of Name or Address Change.** All vendors shall assure that the current and correct name, residence address and mailing address are on file with the Clerk's Department. Whenever either the name or address provided by a permitted vendor on an application for a vending permit changes, the vendor shall notify the City Clerk in writing within 60 days of such change and provide the same with the name change or address change.

**B. Exemptions.**

1. **Exempt activities.** The provisions of the ordinance do not apply to:
  - a. Goods, wares, or merchandise temporarily deposited on the sidewalk in the ordinary course of delivery, shipment, or transfer.
  - b. The placing and maintenance of unattended stands or sales devices for the sale, display or offering for sale of newspapers, magazines, periodicals and paperbound books.
  - c. The distribution of free samples of goods, wares and merchandise by any individual from his person.



d. Temporary sales to benefit non-profit organizations and conducted on private property. Such sales shall be conducted no longer than five consecutive days.

2. **Claims of exemption.** Any person claiming to be legally exempt from the regulations set forth herein, or from the payment of a permit fee, shall cite to the Development Director or his/her designee, the statute or other legal authority under which exemption is claimed and shall present proof of qualification of such exemption.

C. **Outdoor Vending.** The following requirements shall apply to outdoor vending locations.

1. **Private Property.**

a. **Single Vendor.**

- a) **Locations.** Outdoor vendors shall be permitted on developed private property only in areas where 75% of the adjacent sites have been developed as commercial usage. Outdoor vendors are prohibited in primarily residential areas.
- b) **Number of Vendors.** Only one (1) outdoor vendor shall be permitted per single owner parcel. However, if more than one vendor is proposed for a single owner parcel, it shall be considered an outdoor vendor park and shall meet the requirements for Outdoor Vendor Park below.
- c) **Permission required.** Outdoor vendors shall first obtain written permission from the property owner prior to submitting for an application.
- d) **Size restrictions.** The area occupied by a vendor shall not exceed 900 sq. ft. and shall be located on hard surface paving.

b. **Outdoor Vendor Park.**

- a) **Locations.** Outdoor vendor parks shall be permitted on private property as a conditional use only in areas where 75% of the adjacent sites have been developed as commercial usage. Outdoor vendors parks are prohibited in primarily residential areas.
- b) **Review Criteria.** The Planning Board shall review the Outdoor Vendor Park application based on the specific circumstances of the proposed vendor park including the location of the park, the size of the parcel where the park is located, the types of surrounding land uses and the proximity to the park, parking, and any other potential impacts on public health, safety and welfare. The Planning Board shall determine the number of outdoor vendors permitted within the outdoor vendor park.
- c) **Requirements.** The property owner proposing an outdoor vendor park shall be required to make necessary improvements to the property in order to meet the city development codes and be approved for this semi-permanent use:
  - i. Make any improvements necessary to the site to meet the requirements of Municipal Code 15.40 Landscaping, Resolution #5482 Screening and Buffering Requirements.
  - ii. Make any improvements necessary to the site to meet the requirements of

Municipal Code 15.20.030 Off-Street Parking. This may include paving, striping and the construction or designation of handicapped parking spaces.

- iii. Make any necessary improvements to provide permanent utility connections for each outdoor vending unit in the outdoor vendor court. This shall include permanent water, sanitary sewer and electricity connections. Make any improvements necessary to ensure safe pedestrian and vehicular access to the site. This may include sidewalk and curb-cut improvements.
  - iv. Individual outdoor vendor units operating in an outdoor vendor park shall obtain an outdoor vendor permit and shall meet all of the applicable requirements.
2. **Public Property.** Outdoor vending on public property shall only be permitted in special outdoor vendor districts as identified herein or otherwise established by City Commission.
- a) **Locations.** Vending locations within the City of Hobbs Public Parks or Municipal Property shall be approved by the Parks Department. A mobile vendor shall be permitted no more than one vending permit within the public parks. Vendors with a valid permit for a specific location shall be permitted to continue at that location for so long as the permit under this section is continuously issued and does not expire or is not revoked pursuant to this section.
  - b) **Special Events.** Temporary mobile vendor permits may be issued during special events based on the location restrictions in section F.3 below.

**D. Size Restrictions.**

1. **Location Restrictions.** No outdoor vendor shall be permitted to operate in the following areas:
  - a. Within a primarily Residential Area.
  - b. Within the required set-backs as required by the Hobbs Major Thoroughfare Plan.
  - c. Within 10 feet of any street intersection or pedestrian crosswalk.
  - d. Within 10 feet of any driveway, loading zone or bus stop.
  - e. In any area within 15 feet of a building entrance.
  - f. On the median strip of a divided roadway unless the strip is intended for use as a pedestrian mall or plaza.
  - g. Any area within 100 feet of a hospital building, college building, university building, elementary school building, middle school building or high school building.
  - h. Within 10 feet of any fire hydrant or fire escape.
  - i. Within 10 feet of any parking space or access ramp designated for persons with disabilities.
  - j. In a public parking space or public parking lot.
  - k. Within 25 feet of any bus stop sign.
  - l. Within 50 feet of driveway to police or fire station.
  - m. Within 50 feet of principal public entrance to food service business not owned by vendor.
  - n. Any area that obstructs pedestrian traffic.
  - o. Vacant or undeveloped property.

**E. Mobile Food Vending.** The following requirements apply to mobile food vendors:

- 1) **Equipment Requirements.** All mobile food vendor conveyances shall have the

following features:

- a) Convex mirror mounted on the front of the vehicle such that the driver in his normal seating position can see the area in front of the truck obscured by the hood.
- b) Passenger side mirror.
- c) Business name, address and phone number printed in 2" letters on each side of the vehicle.
- d) Trash receptacle.
- e) The vehicle shall be lawfully parked or stopped before vending can take place.

**2) General Requirements**

- a) The vehicle shall not be stopped for vending purposes other than at an approved location.
- b) Vending shall not occur with any part of the conveyance vehicle occupying the prescribed setback of it's location.

**3) Location Restrictions**

- a) Mobile food vending shall only take place on approved locations.
- b) No vending shall be permitted within 100 feet of a school while school is in session and one hour before and after school is in session.

**F. Littering and Trash Removal.**

- a) Vendors shall keep the sidewalks, roadways and other spaces adjacent to their vending sites or locations clean and free of paper, peelings and refuse of any kind generated from the operation of their business. All trash or debris accumulating within 25 feet of any vending stand shall be collected by the vendor and deposited in a trash container.
- b) Persons engaged in food vending shall provide a receptacle for litter that shall be maintained and emptied regularly and marked as being for litter.

**G. Prohibited Conduct.**

No person authorized to engage in the business of vending under these regulations shall do any of the following:

- a) Unduly obstruct pedestrian or motor vehicle traffic flow, except for up to 20 minutes to load and unload vending conveyance and/or vending merchandise.
- b) Obstruct traffic signals or regulatory signs.
- c) Stop, stand or park any motor vehicle or any other conveyance upon any street for the purpose of selling.

- d) Leave any conveyance unattended at any time or store, park, or leave such conveyance in a public way overnight.
- e) Use any conveyance that when fully loaded with merchandise cannot be easily moved and maintained under control by the permittee, his employee or an attendant.
- f) Sound any device that produces a loud and raucous noise or operate any loudspeaker, public address system, radio, sound amplifier, or similar device to attract public attention. However, mobile food vendors are permitted to play music within the regulations of the City of Hobbs noise ordinance, but shall not do so within 100 feet of hospitals, schools or churches.
- g) Conduct his/her business in such a way as would restrict or interfere with the ingress or egress of the abutting property owner or tenant, create a nuisance, increase traffic congestion or delay, constitute a hazard to traffic, life or property, or obstruct adequate access to emergency and sanitation vehicles.
- h) Use, install or display any signage that is not in compliance with Municipal Code 15.32 or lighting that is not in compliance with Resolution #5482 establishing Buffering, Screening and lighting Standards.
- i) Altering vehicle to allow for additional signage.
- j) No vending conveyance or other item related to the operation of a vending business shall be located on any city sidewalk or other public way. Nor shall any mobile food vehicle be parked, stored or left overnight other than in a lawful parking place.
- k) Run hoses, cords or other apparatus to the mobile vending unit.

#### **H. Suspension and Revocation of Permit.**

- 1) **Conditions for Suspension / Revocation.** In addition to the penalties punishable as set forth in Municipal Code Section 5.04 and 5.20, any permit issued under these regulations may be suspended or revoked for any of the following reasons:
  - a) Fraud, misrepresentation or knowingly false statement contained in the application for the permit.
  - b) Fraud, misrepresentation or knowingly false statement in the course of carrying on the business of vending.
  - c) Conducting the business of vending in any manner contrary to the conditions of the permit.
  - d) Conducting the business of vending in such a manner as to create a public nuisance, cause a breach of the peace, constitute a danger to the public health, safety, welfare or morals, or interfere with the rights of abutting property owners; or
  - e) Cancellation of health department authorization for a food or beverage vending unit due to uncorrected health or sanitation violations.

- 2) **Notification of Suspension or Revocation.** The Development Director or his/her designee shall provide written notice of the proposed suspension or revocation in a brief statement setting forth the complaint and the grounds for suspension or revocation. Such notice shall be mailed to the address shown on the permit holder's application by certified mail, return receipt requested.
- 3) **Forfeiture of Fee.** If the City revokes a vending permit, the fee already paid for the permit shall be forfeited. A person whose permit has been revoked under this Section may not apply for a new permit for a period of one (1) year from the date that the revocation took effect.

#### **I. Vending Location Variance Requests and Procedures.**

##### **A. Variance.**

1. Variances are authorized deviations from the vending location development requirements in this Chapter. A variance may be appropriate when strict enforcement would represent a unique, undue and unnecessary hardship on a particular property.

2. A complete application for a variance shall be submitted by a property owner, or an agent acting on behalf of the property owner, to the Planning Department, on a form prescribed by the City, along with a nonrefundable fee, which may be established from time to time by the City Commission. Under no circumstances shall a variance be proposed or considered that would authorize a use of property for a vendor site that is not otherwise permitted in accordance with this Chapter. The property owner must sign the variance request.

##### **B. Planning Department Action on Minor Variations.**

The Planning Department shall have the authority to find that a variance application involves a minor variation, which shall include any proposed variation from a property development standard in this Ordinance that would be a deviation of a minor nature from such adopted standard. In any such case, the Planning Department may grant an administrative approval that does not require any further review or action by the Planning Board. Any such approval must meet the conditions for considering variances herein. If the Planning Department determines that an application does not meet these conditions and does not merit approval, then the matter may be referred to the Planning Board for review and action if requested by the applicant. The record of Planning Department review and approval of minor variations shall be available for public inspection, upon reasonable request, during normal business hours. In no case shall the Planning Department consider a variance for any substantive variance from this Chapter.

##### **C. Planning Board Public Hearings on Variances.**

For all variance applications not deemed minor by the Planning Department, the Planning Board, after due notice, shall hold a public hearing on an application for a variance. At the public hearing, the Planning Board shall consider the application, the report of the Planning Department, the relevant supporting materials and the public testimony given at the public hearing. After the close of the public hearing, the Planning Board shall vote to approve, approve with conditions, or disapprove the application for a variance.

##### **D. Mailed Notices.**

Whenever a vending location variance is proposed for a property, the Planning Division shall mail notice of the public hearing by certified mail, to the owners, as shown by the records of the county assessor, of lots of land within an area of three hundred (300) feet of the boundaries of the subject property. The mailing shall be posted on or before the fifteenth (15th) day before the date of the public hearing.

##### **E. Conditions for Considering Vending Location Variances.**

To approve an application for a variance, the Planning Board shall make an affirmative finding that each of the following criteria, without exception, is met:

- \*\* Such variance will not alter the essential character of the neighborhood in which the property is located.
- \*\* Granting the variance will not adversely affect the health, safety or welfare of the public.
- \*\* Special circumstances must exist that are peculiar to the land and the special circumstances are not self-imposed or the result of the actions of the applicant.
- \*\* Literal interpretation and strict enforcement of the terms and provisions of this Chapter would cause an unnecessary and undue hardship outside of an increased monetary investment.
- \*\* The variance, if granted, will not be contrary to the public interest as implemented in this Chapter.
- \*\* The variance, if granted, will not result in a violation of any other applicable ordinance, regulation or statute enforceable by the city.
- \*\* Granting the variance is the minimum action that will make possible reasonable use of the property and which would carry out the spirit of this Chapter and would result in substantial justice.

F. The Planning Board may impose such conditions on a vending location variance as are necessary to accomplish the purposes of this Chapter, to prevent or minimize adverse impacts upon the public and neighborhoods and to ensure compatibility. All conditions imposed upon any variance shall be expressly set forth in writing with the granting of such variance.

**PLANNING BOARD MEETING  
MINUTES  
June 16, 2015**

The Hobbs Planning Board met on June 16, 2015 at 10:00 a.m. at City of Hobbs Annex Building, First Floor Commission Chambers, located at 200 E. Broadway, Hobbs, NM 88240 with Mr. Vice Chairman Guy Kesner presiding.

**Members Present:**

W.M. "Tres" Hicks, Chairman  
Guy Kesner, Vice Chairman  
Bill Ramirez  
Larry Sanderson  
Brett Drennan  
Bobby Shaw  
Dwayne Penick

**Members Absent:**

**Also present were members of the public and City staff as follows:**

Kevin Robinson, Development Director  
Shelia Baker, Staff Engineer  
Seborn South  
Dennis Holmberg

Commissioner Buie  
Julie Nymeyer, Staff Secretary  
Lindsay Chism  
Pam Acevedo

**1) Call To Order.**

Chairman W.M. "Tres" Hicks called the meeting to order at 10:05 am.

**2) Review and Consider Approval of Agenda.**

The first item of business was to review and approve the Agenda for the June 16, 2015 meeting. Mr. Hicks said that he would like item 6 moved to the end of the agenda. Mr. Kesner made a motion, seconded by Mr. Penick to approve the agenda as amended. The vote on the motion was 5-0 and the motion carried.

**3) Review and Consider Approval of Minutes.**

**May 19, 2015 - Regular Meeting  
May 28, 2015 - Special Meeting**

Mr. Hicks asked if everyone has had a chance to read the minutes. Mr. Shaw made a motion seconded by Mr. Sanderson to approve the May 19, 2015 minutes as presented. The vote on the motion was 5-0 and the motion carried.

Mr. Hicks asked if everyone had a chance to read the Special Minutes. Mr. Kesner made a

motion, seconded by Mr. Penick to approve the Special Minutes as presented. The vote on the motion was 5-0 and the motion carried.

**4) Communications from Citizens.**

Commissioner Newman asked about the May 19<sup>th</sup> Meeting where Ms. Chapman discussed grass and weeds in her neighborhood and he wanted the status on that issue. Mr. Hicks said that staff sent the information to the Environmental Department to follow up on the weed issue. Mr. Penick asked if the code read that 20 inch tall grass is acceptable? Mr. Robinson said any parcel larger than 1 acre 20 inches is acceptable. Commissioner Newman said he is getting a lot of complaints on that area for rats, mice and trash. He said it is a developed tract of land and the trash in the area is enforceable. Mr. Shaw said they require retention areas now on most development. Mr. Hicks said he thought the Board should take a look at the ordinance again and see if they can negate the problem.

**5) Review and Consider Homestead Estates Preliminary Plan as submitted by property owner CRV Enterprises, LLC.**

Mr. Robinson said this is the Preliminary Plans for Homestead Estates. He said this is actually the construction plan. He said in the Major Thoroughfare Plan there are setbacks that are set in two areas, the title 16 subdivision plans and the Major Thoroughfare Plan. He said it never specifies what the rear setback would be on a dual frontage lot. He said the developer has proposed to make a 21 foot setback or greater all around the perimeter. He said the setback for buildings #6 and #7 the setback will be 14 feet from the property line. He said that will still leave 24 feet to the driving lane. Mr. Hicks said to him the setback it is irrelevant because the purpose of the 21 foot setback is to be able to park a vehicle between the building and the property line and all of these streets are parking lots.

Mr. Robinson said buildings 1, 2, and 3 are currently under construction. He said the developer is asking for a variance for buildings #6 and #7 and still maintain the handicap ramps. Mr. Hicks asked if these buildings were multifamily? Mr. Robinson said yes. Mr. Hicks asked if they had sufficient parking spaces for two per unit? Mr. Robinson said they are four short based on staff's calculations but the developer is taking out a couple of landscape bollards to correct the issue.

Mr. Robinson said the site will require a certain amount of drainage and staff is in negotiations with the developer on the location. Mr. Kesner asked if Lincoln Street was a half section road? Mr. Robinson said he believed so. Mr. Kesner asked if the city or the developer were going to continue to extend the road to Seminole Highway? Mr. Robinson said yes with the development of the municipal property.

Mr. Kesner made a motion, seconded by Mr. Penick to approve the preliminary plat. The vote on the motion was 5-0 and the motion carried.

**6) Review and Consider proposed amendments of MC Title 16 (Subdivisions)**

Mr. Kesner made a motion, seconded by Mr. Sanderson to table this item until the next meeting. The vote on the motion was 5-0 and the motion carried.



**7) Review and Consider proposed amendments of MC Chapter 15.32 (Sign Code).**

Mr. Robinson said section 1532 of the sign code is a remnant from the Fire Code and that has been eliminated. He said the changes to the Monument Signs were defined in the definitions. Mr. Hicks asked about Free Standing signs. Mr. Robinson said for free standing signs there is a height requirement for the sign portion and the setback area is where the support for the Free Standing Sign can be located. Mr. Hicks said the Free Standing Sign essentially has a definition that the bottom of the sign area is 10 feet above curb. Mr. Robinson said correct.

Mr. Hicks asked for definitions on signs. Mr. Robinson said a Free Standing sign is limited to 144 square feet. He said a multi-business sign is 144 square feet for the site and then another 144 square feet for all the business owners. Mr. Penick asked if there were restrictions on linear footage limits between signs. Mr. Robinson said your property has to be 300 feet or longer to have two free standing signs. He said the marquee signs are not limited. He said they could be listed on the free standing sign or on a monument sign and also each facade gets 144 square feet sign.

Mr. Robinson asked if the Board recommend changing all Pole Signs to Free Standing signs to be consistent? Mr. Hicks said yes. Mr. Robinson said for signs erected on private property fronting a minor residential roadway and within a residential area shall not exceed 15 feet in height or 48 square feet per sign and be located entirely within the prescribed building setback. He said no billboard shall be place on private property containing a free standing sign. He said when you purchase a piece of property you will have to decide rather you want a billboard, offsite advertising or a Free Standing multi-tenant sign but you will not be allowed to have both.

Mr. Hicks said lets address billboards. He would like to insert that no billboards shall be placed on any private property that does not abut a major arterial roadway according to the Major Thoroughfare Plan. Mr. Kesner said that the Board agrees that it make sense to have billboards on Major Arterials.

Mr. Robinson said for Billboards on Private Property it has been changed from 300 feet of street frontage to 1200 radius and one additional billboard if you have 2400 linear feet that abuts a Major Arterial regardless of ownership. He said Billboards may not be place within a 1200 foot radius of any existing billboard. He said billboards that do not have an advertiser within 120 days will be considered abandoned and the Building Official will issue the property owner a notice of written abandonment and the billboard shall be removed within 30 days.

Mr. Hicks asked about the wording on Temporary signs shall be "permitted". He thinks it should say "allowed". He said if you want temporary signs to be permitted as in requiring a permit then "C" should be taken out. Mr. Kesner said he thought they should get the temporary signs registered so you will know who the owners are. Mr. Hicks thought temporary signs should also have a limited time of 30 days and banners should have size restrictions. Mr. Kesner thought it might need to be 60 days instead of 30 days. Mr. Robinson said he will get with Code Enforcement to see if they need to be "registered or

permitted”.

Mr. Robinson discussed electronic signs. The Board thought that fuel price signs should be exempt from the “traffic signal colors” on their signs.

Mr. Kesner made a motion, seconded by Mr. Sanderson to recommend approval of the Sign Code Amendments to the City Commission. Mr. Sanderson did request that staff send the Board the amended sign code when complete.

**8) Review and Consider proposed Mobile Vendor Ordinance.**

Mr. Hicks asked if 30 days was needed to get a permit. Mr. Robinson said it never takes that long but it does give staff time to get all the information they are requesting. Mr. Hicks thought it should be 21 days. The Board agreed. Mr. Hicks did not think sidewalk sales should be limited to 3 per year. He said it did not seem appropriate for downtown merchants. Mr. Shaw said he didn't think it should even be limited to 3 a month. Mr. Robinson said sidewalk sales have never been addressed in the Municipal Code. The Board agreed sidewalk sales should be exempt but must maintain pedestrian access.

Mr. Robinson said it is the intent of the city to make sure Mobile Vendors are on a developed parcel with an impervious surface. He said when there is no rain in this area the grass becomes very dry and can cause a grass fire from the mufflers. He said as they enter and exit the site there are no driveways so they are eroding asphalt on city roadways. Mr. Hicks said there is an issue with traffic tearing up the road going to and from these sites.

Mr. Robinson said vending locations within the City of Hobbs Public Parks and Municipal properties will be approved by the Parks Department. He said staff does not want to limit vendors to a specific location. Mr. Hicks asked about hours of operation? Mr. Robinson said 7 am to 10 pm. Mr. Kesner asked why 7 am? After a brief discussion the Board agreed that hours of operation should be stricken because they will not be in a residential area.

Mr. Hicks said he thought that it should be changed from 500 feet away from a school to 100 feet to be consistent. Mr. Robinson said litter and trash removal will be the vendor's responsibility.

Ms. Pam Acevedo has mobile food vendor trailer and they are parked at their house on Acoma and she was wondering if they would be allowed to keep it there? Mr. Robinson said this will not go into effect until January 2016. Mr. Shaw said he felt like the owners should check their restrictive covenants for violations. Mr. Hicks said the Board would have to look into rather or not this location would work for a mobile vendor.

Mr. Robinson asked if there needed to be a variance clause for this ordinance? Mr. Hicks said he felt like there should be and notifications on variances and it should be the same as for mobile homes which is 300 feet. Mr. Kesner agreed.

Mr. Penick made a motion, seconded by Mr. Shaw to approve the Mobile Vendor Ordinance as amended. The vote on the motion was 5-0 and the motion carried.

**9) Adjournment.**

With nothing further to discuss the meeting adjourned at 12:27 pm.



# **ACTION ITEMS**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 6, 2015

**SUBJECT:** Authorizing a State Contract agreement with Dustrol Inc., for Hot in place Asphalt Recycle of various City Arterial Streets  
**DEPT. OF ORIGIN:** General Services  
**DATE SUBMITTED:** June 8, 2015  
**SUBMITTED BY:** Ronny Choate, Director of General Services

**Summary:**

The City wishes to Hot in place Recycle various City Arterial Streets. Included is Grimes Street, Bender to Marland; Turner, Silver to Broadway; West Marland, RR Right of Way to West County Road. Also included will be the Prairie Haven Cemetery Road, Sanger, Dal Paso to Grimes; Jack Gomez Blvd and Business Park. This will be about 300,000 sq. yds. at an estimated cost of \$885,956.28. The actual cost could vary upon final count of yards recycled. The work will be performed under State of New Mexico Price Agreement #50-805-15-12592.  
Work shall start mid-July and take about thirty days.

**Fiscal Impact:**

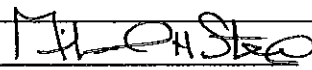
Reviewed By:   
Finance Department

The total contract is \$885,956.28 The work is budgeted in 1-0423-44901-148. Amount includes GRT.

**Attachments:**

Dustrol, Inc. Estimate  
State of New Mexico Price Agreement

**Legal Review:**

Approved As To Form:   
City Attorney

**Recommendation:**

Authorize a New Mexico State approved contract with Dustrol.

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. \_\_\_\_\_

# DUSTROL INC - HEATING SCARIFICATION ESTIMATE

City of Hobbs, NM.- Various Locations Within The City/Prices Based on NMDOT Price Agreement)  
 New Mexico Price Agreement #50-805-15-12592( NEW P.A. as of 6 March 2015) 6/9/2015

line Item #	Description	Quantity	Units	Unit Price	Est. Amount	P.A. Contract Price*
008	H/P- Scarification W/Curb	300,000.00	SY	\$2.25	\$675,000.00	\$4.00
017	Rejuvenating Agent	124	TONS	\$700.00	\$86,800.00	\$700.00
021	Urban Traffic Control	240	HRS	\$200.00	\$48,000.00	\$200.00
024	Flashing Arrow Board	240	HRS	\$10.00	\$2,400.00	\$10.00
030	Mobilization	345	MI	\$50.00	\$17,250.00	\$125.00
				Subtotal	\$829,450.00	
	GRT @ 6.8125%	1	LS	\$56,506.28	\$56,506.28	
				Total	\$885,956.28	

Notes: This is an estimate, billing will be based on quantities of actual work performed.  
 Rejuvenating agent based on .10 Gal. per SY.  
 Unit Price Adjusted to reflect 1.25" Depth Versus 2"

*William D. Madala*  
 Western Div. Manager



# State of New Mexico General Services Department

## Price Agreement

<b>Awarded Vendor:</b> <b>2 Vendors</b>
<b>Telephone No.:</b>

Price Agreement Number: 50-805-15-12592

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

<b>Ship To:</b> <b>New Mexico Department of Transportation</b> <b>(Various Locations)</b>
<b>Invoice:</b> <b>New Mexico Department of Transportation</b> <b>(Various Locations)</b>
<b>For questions regarding this contract please contact:</b> <b>James Ortega 505-827-5135</b>

Procurement Specialist: Eric Sanchez 

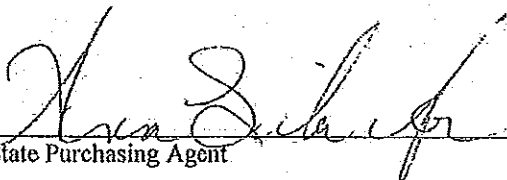
Telephone No.: 505-827-0554

**Title: Hot In Place Recycling of Asphalt Pavements**

**Term: April 3, 2015 to April 2, 2016**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

  
 \_\_\_\_\_  
 New Mexico State Purchasing Agent

Date: 03/27/15

**Terms and Conditions**  
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
  - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
  - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor,



State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 50-805-15-12592

Page-3

such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

**12. Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

**13. Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

**14. The Procurement Code:** Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

**15.** All bid items are to be NEW and of most current production, unless otherwise specified.

**16. Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

**17. Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

**18.** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

**19. Contractor Personnel:** Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

**20. Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

**21. Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**22.** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

**New Mexico Employees Health Coverage**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 50-805-15-12592

Page-5

**New Mexico Pay Equity Initiative**

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:  
<http://www.generalservices.state.nm.us/statepurchasing/GuidesProcedures.aspx>

**Department Price Agreement**

**Article I – Statement of Work**

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

**Article II – Term**

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

**Article III – Specifications**

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

**Article IV – Shipping and Billing Instructions**

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

**Article V - Termination**

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

**Article VI – Amendment**

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

**Article VII – Issuance of Orders**

Only written signed orders are valid under this Price Agreement.

**Article VIII – Packing (if applicable)**

Packing shall be in conformance with standard commercial practices.

**Article IX – Price Schedule**

Prices as listed in the price schedule hereto attached are firm.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 50-805-15-12592

Page-7

**Awarded Vendors:**

(AA) 0000018177  
Dustrol, Inc.  
PO Box 11450  
Pueblo, CO 81001  
719-583-0905

(AB) 0000052701  
Paveover, Inc.  
6151 Hanover RD NW  
Albuquerque, NM 87121  
505-839-1000

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 50-805-15-12592

Page-8

This price agreement is for Hot In-Place Recycling of the existing asphalt pavement to the depth specified by the District Engineer or their designee utilizing a multi-step process of cleaning, heating, milling, adding rejuvenating agent as specified, adding virgin hot mix asphalt (HMA) as specified, remixing, spreading, leveling and compacting the material.

All work performed under this contract shall meet applicable specifications as set forth in the New Mexico State Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition and current special provisions and supplemental specifications.

Vendors are required to have prior product approval through the NMDOT Product Evaluation Program in order for bid item to be awarded.

**TERMS OF PRICE AGREEMENT:**

The term of this price agreement is for a period of one year from date of award with an option to extend for a period of one (1) year, by mutual price agreement of both parties and the approval of the State Purchasing Director at the same prices, terms and conditions. This price agreement shall not exceed two (2) years.

**PERFORMANCE AND PAYMENT AND MATERIALS BONDS:**

Upon the issuance of a purchase order, the successful awarded contractor(s) must provide a performance bond and a payment and materials bond equal to 100% of the total purchase order. Said bonds must be provided to the requesting District Engineer or their designee prior to the commencement of work. Failure to comply shall result in the purchase order being issued to another vendor and difference being charged back to the awarded contractor(s).

The performance bond is to secure the New Mexico Department of Transportation for losses and damages sustained by reason of default by vendor. A payment bond is to guarantee that subcontractors and material suppliers on the project will be paid. The materials bond is to guarantee availability of equipment and acceptance of product.

**TAX NOTE:**

Price shall not include State Gross Receipts or Local Option Tax. Taxes shall be added to the invoice at current rates as a separate item to be paid by users.

**BIDDING INFORMATION:**

The conditions and specifications set out in the invitation to bid are inseparable and indivisible. Any vendor, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the invitation to bid, and all other documents required to be submitted, shall be returned by the vendor in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the invitation to bid shall, at the discretion of the State of New Mexico, constitute grounds for rejection of the entire bid.

The prices quoted herein represent the total compensation to be paid by the State of New Mexico for goods and/or services provided. It is understood that the party providing said goods and/or services to the State of

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 50-805-15-12592

Page-9

New Mexico is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, and any other items necessary to complete the work provided. The prices quoted in this price agreement include an amount sufficient to cover such costs.

The Contractor shall be considered an independent contractor and not an employee of the State of New Mexico. However, directions as to the time and place of performance and compliance with rules and regulations may be required.

Vendor is requested to indicate their federal tax id number, New Mexico gross receipts or social security number \_\_\_\_\_.

**BID REVIEW:**

The New Mexico Department of Transportation shall perform a bid analysis of the bids received to include a determination of qualification in accordance with the standards and requirements of the price agreement. The analysis and recommendation for award will be sent to State Purchasing for a determination.

**METHOD OF AWARD:**

Method of award shall be to multiple vendors statewide.

Bids must be submitted for all items. Failure to do so will result in the rejection of bid. In no case shall an agreement be awarded to more than three vendors.

Prices quoted shall include all labor and equipment necessary to accomplish the work.

**UTILIZATION OF VENDORS:**

The following procedure for the utilization of vendors shall be used on multiple source price agreements.

1. The selection of a vendor from a multiple source price agreement to complete a project shall be based on the purchase order.
2. The District Engineer or their designee shall evaluate the estimated quantities, unit costs, total costs per item, and total project costs for each awarded vendor.
3. The vendor selected to perform the work on the project shall be the vendor providing services for the specific project estimate at the lowest overall cost to the New Mexico Department of Transportation and able to meet all project delivery requirements including project schedule. A vendor not offering the lowest cost to the New Mexico Department of Transportation can be used for the specific project if the vendor providing the lowest overall cost is unable to meet all project requirements as determined and documented by the District Engineer or their designee. Any changes to the original purchase order will require a modification form signed by the District Engineer or designee. All supporting documentation shall be maintained in the project file.

**PUBLIC WORKS MINIMUM WAGE ACT:**

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 50-805-15-12592

Page-10

This is a Public Works price agreement subject to the provisions of the Public Works Minimum Wage Act, Section 13-4-11 through 13-4-17, et. Seq. NMSA 1978 as amended. Minimum Wage Rates as determined and published by the State Labor Commission, Santa Fe, New Mexico shall be in effect and utilized by the vendor during the term of this price agreement.

This is a federal participation price agreement. When federal funds are utilized and differences exist between the minimum wage rates shown under wage decisions of the Office of the New Mexico State Labor Commission, Santa Fe, New Mexico and those shown under U.S. Department of Labor Wage Decision and any modification thereto noted in the price agreement assembly, the higher wage rates shall govern.

If a Contractor or Subcontractor is willfully paying employees covered by the Public Works Minimum Wage Act, lower rates than required, the contractor or subcontractor may lose their right to proceed with the work.

**PRICE AGREEMENT ORDER:**

For projects over \$60,000.00 where a purchase order has been issued, a Wage Rate Decision number must be requested by the User Agency. The Wage Rate Decision number can be obtained by completing and submitting the New Mexico Department of Work Force Solutions, Public Works request for a Wage Rate Decision form, available at :

<http://www.dws.state.nm.us/landi/WageRateRequestWeb/WageRateRequestForm.aspx>

**FEDERAL REQUIREMENTS:**

Federal Funds may be utilized for this Price Agreement at the discretion of the NMDOT. The Required Contract Provisions Federal-Aid Construction Information listed below is located at the following website:

<http://dot.state.nm.us/content/dam/nmdot/Procurement/fed%20language%203-2010.pdf>

Item #15 (Declaration of Non-Collusion of Award of Contract) and item #17 (Disclosure of Lobbying Activities) must be completed and included in the Bid Package; forms can be obtained at the following websites:

15. <http://dot.state.nm.us/content/dam/nmdot/Procurement/noncollusion.pdf>
17. <http://dot.state.nm.us/content/dam/nmdot/Procurement/disclosure.pdf>

The following Federal-Aid Construction Information is an integral part of the price agreement:

1. Required Contract Provisions, Federal-Aid Construction Contracts
2. Notice to Contractors - Equal Employment Opportunity
3. Special Provision - Specific EEO Responsibilities (23 U.S.C. 140)
4. Special Federal EEO Construction Contract Specification (Executive Order 11246)
5. Notice to Contractors Modifying Standard Federal EEO Construction Contract Specifications
6. Notice of Requirement for Affirmative Action to Ensure EEO (Executive Order 11246)
7. Federal-Aid Proposal Notices - Notices to Prospective Federal-Aid Construction Contractors
8. Notice to Contractors (Form FHWA 1273) Record of Materials
9. Notice to Contractors - Preference Employment of Indian tribes)



State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 50-805-15-12592

Page-11

10. Notice to Contractors - Toll Free Number to report bid rigging - USDOT
11. Notice to Contractors - Submission of Weekly Payrolls
12. Notice to Contractors - Apprentices
13. Notice to Contractors - Required Contract Provisions Title VI Civil Rights Act
14. Notice to Contractors-Non-Collusion Declaration
15. Declaration of Non-Collusion for Award of Contract
16. Notice to Contractors – Certification for Federal-Aid Contract)
17. Disclosure of Lobbying Activities
18. Notice to Contractors - Re: Wage Rates
19. Notice to Contractors - Minimum Wage Rates
20. General Decision Number NM 030002-NM 030003 (Updated)  
<http://dot.state.nm.us/content/dam/nmdot/Procurement/General-Decision-Rates-2013.pdf>
21. NM Department of Labor - Notice - "Public Works Apprenticeship and Training Act"
22. Article 4d - Public Works Apprenticeship and Training Completed

Attention of the bidder is particularly directed to the current requirements as to resident Contractor's preference, per section 13-4-3 NMSA 1978. The provisions of sections 13-4-1 through 13-4-4 NMSA 1978 shall not apply to this price agreement.

**THE CONTRACTOR AGREES TO:**

- A. Provide competent supervision and skilled personnel to carry on all work in progress.
- B. Comply with all local, state, and federal laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment, and take any other needed actions necessary to protect the safety and health of employees on-the-job, the safety of the public, and to protect property in connection with the performance of the work covered by the price agreement.
- C. Contractor shall indemnify and hold harmless The State of New Mexico, its officers and employees, against liability, claims, damages, losses and/or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees, own negligent act(s) or omission(s) while Contractor, and/or its employees, perform(s) or fails to perform its obligations and duties under the terms and conditions of this price agreement. This hold harmless and indemnification clause is subject to the immunities, provisions and limitations of the tort claims act (41-4-1, et seq., N.M.S.A. 1978 comp.) and section 56-7-1 N.M.S.A. 1978 comp. and any amendments thereto.

It is specifically agreed between the parties executing this price agreement that it is not intended by any of the provisions of any part of the price agreement to create the public or any member thereof a third party beneficiary or to authorize anyone not a party to the price agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this price agreement.

- D. A potential Contractor or the Contractor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If the Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so, the purchase order may be cancelled effective immediately.

- E. Contractor shall be responsible for all cleanup work on the project site and at the equipment storage areas prior to the final inspection and acceptance.

#### INSURANCE REQUIREMENTS:

The Contractor shall procure and maintain at the Contractors expense insurance of the kinds and in amounts herein provided. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the price agreement, whether performed by the Contractor, the Contractor's agents or employees or by Sub-Contractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents and Sub-Contractors therefrom.

#### (A) Public Liability and Automobile Liability Insurance

1. General Liability: bodily injury liability and property damage liability insurance applicable in full to the subject project shall be provided in the following minimum amounts:

Bodily Injury Liability:

\$1,000,000 each person; \$2,000,000 each occurrence  
(annual aggregate)

Property Damage Liability:

\$2,000,000 each occurrence  
(annual aggregate)

- a. The policy to provide this insurance is to be written on a Comprehensive General Liability Form or Commercial General Liability Form which must include the following:
  1. Coverage for liability arising out of the operation of independent Contractors
  2. Completed operation coverage
  3. Attachment of the Broad Form Comprehensive General Liability Endorsement
- b. In the event that the use of explosives is a required part of the price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of blasting or explosion.
- c. In the event that a form of work next to an existing building or structure is a required part of price agreement, the Contractor's insurance must include coverage for injury to or destruction of property arising out of:
  1. The collapse of or structural injury to building or structures due to excavation, including burrowing, filling or backfilling in connection therewith, or to tunneling, cofferdam work or caisson work or to moving, shoring, underpinning, razing or demolition of building or structures or removal or rebuilding of structural supports thereof.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 50-805-15-12592

Page-13

d. Coverage must be included for injury to or destruction of property arising out of injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property or any apparatus in connection therewith below the surface of the ground. If such injury or destruction is caused by or occurs during the use of mechanical equipment for the purpose of excavating, digging, or drilling, or to injury to or destruction of property at any time resulting there from.

2. Automobile liability insurance coverage for the Contractor (whether included in the policy providing general liability insurance or in a separate policy) must provide liability for the ownership, operation and maintenance of owned, non-owned, and hired cars. The limits of liability for automobile liability insurance shall be provided in the following amounts:

**Bodily Injury Liability:**

\$1,000,000 each person; \$2,000,000 each occurrence  
(annual aggregate)

**Property Damage Liability:**

\$2,000,000 each occurrence (annual aggregate)

(B) **Worker's compensation insurance:** The Contractor shall also carry Worker's Compensation Insurance or otherwise fully comply with provisions of the New Mexico Workman's Compensation Act and Occupational Disease Disablement Law.

If the Contractor is an "owner-operator" of such equipment, it is agreed that the State of New Mexico assumes no responsibility, financial or otherwise, for any injuries sustained by the "owner-operator" during the performance of said price agreement.

(C) **Certificate of Insurance/Department as Additional Insured:** The Contractor being awarded Price Agreement shall furnish evidence of Contractor's insurance coverage by a Certificate of Insurance. The Certificate of Insurance shall be submitted prior to award of the Price Agreement.

The Contractor shall have the New Mexico Department of Transportation named as an additional insured on the Comprehensive General Liability Form or Commercial General Liability Form furnished by the Contractor pursuant to Paragraph (A) 1 and (A) 2, of this subsection. The Certificate of Insurance shall state that the coverage provided under the policy is primary over any other valid and collectible insurance.

The Certificate of Insurance shall also indicate compliance with these specifications and shall certify that the coverage shall not be changed, cancelled or allowed to lapse without giving the New Mexico Department of Transportation thirty (30) days written notice. Also, a Certificate of Insurance shall be furnished to the New Mexico Department of Transportation on renewal of a policy or policies as necessary during the terms of this price agreement.

The New Mexico Department of Transportation shall not issue a notice to proceed until such time as the above requirements have been met.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 50-805-15-12592

Page-14

- (D) **Umbrella Coverage:** The insurance limits cited in the above paragraphs are minimum limits. This specification is no way intended to define what constitutes adequate insurance coverage for individual Contractor. The New Mexico Department of Transportation will recognize following form excess coverage (Umbrella) as meeting the requirements of Subsection (A) 1.a of this price agreement, should such insurance otherwise meet all requirements of such subsections.
- (E) **Other Required Insurance:** The Contractor shall procure and maintain, when required by the New Mexico Department of Transportation, form and types of bailee insurance such as, but not limited to, builder's risk insurance, Contractor's equipment insurance, rigger's liability property insurance, etc. In an amount necessary to protect the New Mexico Department of Transportation against claims, losses, and expenses arising from the damage, disappearance or destruction of property of others in the care, custody or control of the Contractor, including property of others being installed, erected or worked upon by the Contractor, his agents, or Sub-Contractors.
- (F) **Railroad Insurance:** In the event that railroad property is affected by the subject price agreement, the Contractor, in addition to the above requirements, shall be required to furnish a Railroad Protective Liability policy in the name of the railroad company involved. In addition, on those rails that are used by the National Railroad Passenger Corporation (NRPC), the Contractor will also obtain a Railroad Protective Liability Policy in the name of NRPC.

The limits of liability for the Railroad Protective Liability Policy (or policies) must be negotiated with the railroad company on a hazard and risk basis. In no event will the limits exceed the following:

Bodily Injury Liability, Property Damage Liability:

\$2,000,000 each occurrence

Liability and Physical Damage to Property:

\$6,000,000 aggregate

The limits of liability stated above apply to the coverage's as set forth in the Railroad Protective Liability Endorsement Form, subject to the terms, conditions, and exclusions found in the form.

The policy must afford coverage as provided in the Standard Railroad Protective Liability Endorsement (AASHTO Form).

The Contractor shall be considered an independent Contractor and not an employee of the State of New Mexico. However, directions as to the time and place of performance and compliance with rules and regulations may be required.

The conditions listed in the above paragraphs are an integral part of this bid and shall be the conditions regulating the performance of any price agreement between the Bidder and the State of New Mexico and any Commission, Divisions, or Department thereof.

**SPECIFICATIONS FOR HOT IN-PLACE RECYCLING OF ASPHALT PAVEMENT**

**DESCRIPTION:**

**I. General:**

Section 104 - Scope of Work, Section 105 - Control of Work Section 412 - Hot In-Place Recycling of Asphalt Pavement, (Remixing Method) and Section 423 - Hot Mix Asphalt – Super Pave (QLA and Non QLA) of the New Mexico Department of Transportation Standard specifications for Highway and Bridge Construction, current edition, and most current special provisions and supplemental specifications shall be an integral part of these specifications.

**II. Quantities:**

The New Mexico Department of Transportation does not guarantee any definite quantity of work. The quantities listed are estimated and are for bidding purposes only. The actual requirements will be determined by the District Engineer or their designee and the quantities may be increased or decreased as necessary to meet actual field requirements. The District Engineer or their designee may supplement or utilize any of the items in this price agreement.

**III. General Conditions:**

Operations must be continuous and free from starts and stops. The Contractor shall have available at the job site at all times during operations, equipment capable of extinguishing all fire in emergency situations. The Contractor shall be responsible for all hot and flame damage caused to roadside appurtenances such as shrubs, trees, fences, etc., and shall correct all damage at Contractors own expense.

The Contractor shall not park equipment during nonworking hours inside the highway right-of-way unless it is determined by the District Engineer or his designee that a minimum safe recovery area of thirty (30) feet, as measured from the edge of the roadway, is assured. If the right-of-way does not allow for an adequate recovery area, the Contractor shall be responsible for locating an equipment storage area outside the right-of-way, suitable to the District Engineer or their designee.

All equipment proposed to be used to accomplish the work described here shall be of sufficient size and in good mechanical condition to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no damage to the roadway, adjacent property or other highways will result from its use.

The successful Contractor must have more than one machine available at all times, in order to satisfy different work orders at the same time.

The successful Contractor must be capable of performing work specified at various locations as requested by the user within a minimum of fifteen (15) calendar days after notification.

Failure to perform the work described will result in the State Purchasing Director's Office being notified for the appropriate action to be taken.

#### **IV. Traffic Control:**

The Contractor shall abide with Section 700 of the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, current edition, and with the Manual of Uniform Traffic Control Devices (MUTCD), current edition. The Contractor shall submit a traffic control plan to the Traffic Engineer or their designee, three (3) weeks prior to expected operations and shall have received an approved traffic control plan prior to the beginning of any operations. The Traffic Engineer or their designee shall approve all lane closures and detours that may not be addressed in the traffic control plan. The Contractor shall provide sufficient flagmen, when deemed necessary by the Traffic Engineer or their designee, to assist with the traffic control during ongoing operations. The Contractor shall remove or cover temporary signing that is not required during non-working hours. If a sequential flashing arrow unit or a variable message board is required as part of the traffic control plan, they shall be on the New Mexico Department of Transportation approved products list at the time of utilization.

#### **V. Temporary Pavement Markings:**

The Contractor shall provide and install removable temporary reflectorized tape or reflectorized temporary pavement tab markings. The Contractor shall properly maintain all temporary reflectorized pavement markings for a period of two weeks after placement. The District Engineer or their designee will determine which type of markings the Contractor is to provide. Pavement markings shall be installed at the end of each day's operations and shall be immediately tamped after application until it thoroughly adheres to the finished asphalt surface. The Contractor shall remove temporary striping within two (2) weeks of re-establishment of permanent striping or as indicated by the District Engineer or their designee.

#### **VI. Special Precautions:**

Whenever work is to be done at signalized intersections where wire looped sensors are imbedded into the existing pavement, the traffic engineer of the agency responsible for maintaining the signalized intersection shall be notified in advance to any milling, so that necessary adjustments may be made to the traffic controller. Arrangements shall be made to replace any wire loop sensors damaged as a result of the Hot In-Place Recycling project.

#### **VII. Method of Measurement and Payment:**

Hot in-place recycling shall be measured by the square yard, to include heating and milling of existing pavement, mixing, spreading, leveling and compaction.

Virgin hot mx asphalt will be measured and paid by the ton for the production and placement of mix. High float emulsion, and petroleum resin-oil base rejuvenating agent, as required by Contractors design and approved by the District Engineer or their designee, shall be measured and paid by ton. Each asphalt binder or emulsion item shall be measured and paid by the ton. Curb line cold milling shall be measured and paid by the square yard-inch to the nearest  $\frac{1}{4}$  inch.

All quantities are to be measured by the District Engineer or their designee and shall be considered to be final and all payments for the same will be made on this basis.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 50-805-15-12592

Page-17

**PAYMENTS AND INVOICING:**

Within fifteen days after the date the New Mexico Department of Transportation receives written notice from the Contractor that payment is requested for services, construction or items of tangible personal property delivered on site and received, the New Mexico Department of Transportation shall issue a written certification of complete or partial acceptance or rejection of the services, construction or items of tangible personal property. If the New Mexico Department of Transportation finds that the services, construction or items of tangible personal property are not acceptable, it shall, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services, construction or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by the New Mexico Department of Transportation that the services, construction or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the purchase order to the Contractor at the rate of 1 1/2 percent per month. For purchases funded by state or federal grants to local public bodies, if the public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payments shall be tendered to the Contractor within five working days of receipt of funds from that funding agency.

Final payment shall be made within thirty days after the work has been approved and accepted by the New Mexico Department of Transportation's Secretary of his/her duly authorized representative. The Contractor agrees to comply with state laws and rules pertaining to worker's compensation insurance coverage for its employees. If Contractor fails to comply with the workers' compensation act and applicable rules when required to do so the purchase order may be canceled effective immediately.

**INVOICE TO:**

NM Department of Transportation  
1120 Cerrillos Road - P.O. Box 1149  
Santa Fe, NM 87504-1149

NM Department of Transportation  
District One  
US 70-80 East - P.O. Box 231  
Deming, NM 88030-0231

NM Department of Transportation  
District Two  
4505 West Second St. - P.O. Box 1457  
Roswell, NM 88202-1457

NM Department of Transportation  
District Three  
7500 East Frontage Road  
P. O. Box 91750

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #: 50-805-15-12592

Page-18

Albuquerque, NM 87199-1750

NM Department of Transportation  
District Four  
Las Vegas, NM 87701-0010

NM Department of Transportation  
District Five  
Albuquerque Highway – P.O. Box 4127  
(Coronado station)  
Santa Fe, NM 87502-4127

NM Department of Transportation  
District Six  
1919 Pinon Drive – P.O. Box 2159  
Milan, NM 87021-2159

**ESCALATION CLAUSE:**

In the event of a product cost increase, an escalation request will be reviewed by this office on an individual basis. This measure is not intended to allow any increase in profit margin, only to compensate for an actual cost increase.

Effective dates for increase will not be any sooner than fifteen days from the date the written request is received by this office. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Price Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including justification for increase.

This escalation policy will be terminated as soon as the market stabilizes. Should you have questions concerning this policy, please contact the State Purchasing Division.

**MOBILIZATION:**

Mobilization for moves within the State of New Mexico to any job site as required. No payment will be made for moves of less than twenty-five (25) miles. Mileage will be measured and paid from the Contractor's designated base station to the job site or when applicable mileage will be measured from an existing job site to the new job site and payment will be for whichever distance is less. No payment will be made for the Contractor's return to his/her designated base station. The District Engineer or their designee will approve the distance used for payment and their decision shall be final. For the purpose of this item, the Contractor shall designate a New Mexico base station \_\_\_\_\_.



State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 50-805-15-12592

All quantities are to be measured by the District Engineer or their designee and shall be considered to be final and all payments for the same will be made on this basis.

**QUANTITIES:**

The approximate quantities for each item are estimated and are for bidding purposes only. Actual requirements will be as determined by the District Engineer or their designee and quantities may be increased or decreased as necessary to meet actual field requirements. The State of New Mexico does not guarantee any amount of work.

Item	Approx. Qty.	Unit	Article and Description	Unit Price
001	15,000	S.Y.	0 - 15,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractors design.	AA)\$5.40 AB) 8.00
002	35000	S.Y.	15,000 to 35,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design.	AA)\$4.80 AB)\$6.00
003	70,000	S.Y.	35,000 to 70,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design.	AA)\$4.39 AB)\$5.10
004	140,000	S.Y.	Over 70,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading, and compaction as per approved Contractor design.	AA)\$3.79 AB)\$3.87
005	15,000	S.Y.	0 to 15,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design in areas with curb and gutter.	AA)\$6.50 AB)\$11.00

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 50-805-15-12592

006	35,000	S.Y.	15,000 to 35,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design in areas with curb and gutter.	AA)\$5.70 AB)\$7.50
007	70,000	S.Y.	35,000 to 70,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design in areas with curb and gutter.	AAQ)\$4.50 AB)\$5.30
008	140,000	S.Y.	Over 70,000 S.Y. range Hot In-Place Recycling to include heating, scarification, mixing, spreading and compaction as per approved Contractor design in areas with curb and gutter.	AA)\$4.00 AB)\$4.37
009	5,000	SY-In	0-15,000 S.Y. range curb line cold milling of HMA surface, 1/4 inch increments.	AA)\$0.50 AB)\$0.50
010	20,000	SY-In	15,000-35,000 S.Y. range curb line cold milling of HMA surface, 1/4 inch increments.	AA)\$0.42 AB2)\$0.42
011	45,000	SY-In	35,000-50,000 S.Y. range curb line cold milling of HMA surface, 1/4 inch increments.	AA)\$0.40 AB)\$0.40
012	50,000	SY-In	Over 50,000 S.Y. range curb line cold milling of HMA surface, 1/4 in increments.	AA)\$0.38 AB)\$0.40
013	15,000	Ton	HMA production and placement as per Contractor design and approved by the District Engineer or their designee.	AA)\$50.00 AB)\$60.00
014	450	Ton	PG graded asphalt binder as per Contractor design and approved by the District Engineer or their designee	AA)\$600.00 AB)\$700.00
015	450	Ton	High Float Emulsion as per Contractor design and approved by the District Engineer or their designee	AA)\$700.00 AB)\$700.00

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 50-805-15-12592

016	100	Ton	Hydrated lime for HMA pavement.	AA)\$175.00 AB)\$250.00
017	450	Ton	Rejuvenating Agent, meeting specifications outlined in Section 412.2.1 of Standard Specifications for Highway and Bridge Construction, current edition.	AA)\$700.00 AB)\$700.00
018	300	Hr	Hauling of virgin HMA in three-axle dump trucks.	AA)\$110.00 AB)\$165.00
019	300	Hr	Hauling of virgin HMA in dump trucks w/ pup or tractor with end or belly dumps.	AA)\$120.00 AB)\$150.00
020	400	Yd. Mi.	Hauling of milled material.	AA)\$2.00 AB)\$6.00
021	320	Hr	Urban traffic control (working hours 9:00am to 3:00pm) to include all signing and traffic channelization devices for adequate handling of traffic.	AA)\$200.00 AB)\$250.00
022	320	Hr	Rural traffic control (for work done outside areas defined in item 20) to include all signing and traffic channelization devices for adequate handling of traffic.	AA)\$175.00 AB)\$240.00
023	320	Hr	Pilot car for traffic control.	AA)\$40.00 AB)\$42.00
024	320	Hr	Sequential flashing arrow road as designated by District Engineer or their designee.	AA)\$10.00 AB)\$10.00
025	10,000	L.F.	Establishes temporary centerline striping with reflectorized tape (4in x 4in stripe with 36ft spacing or as designated by the District Engineer or their designee.)	AA)\$1.00 AB)\$1.25

State of New Mexico  
 General Services Department  
 Purchasing Division  
 Price Agreement #: 50-805-15-12592

026	5,000	Ea	Establish temporary centerline striping with reflectorized tabs (tabs placed at 30ft spacing or as designated by District Engineer or their designee).	AA)\$1.00 AB)\$0.80
027	10,000	L.F.	Re-establish permanent striping with 4ft x 10ft reflectorized painted markings at 30ft spacing and solid shoulder striping with reflectorized painted markings according to Section 704 of Standard Specifications for Highway and Bridge Construction, current edition.	AA)\$1.25 AB)\$0.80
028	10,000	L.F.	Removal of temporary stripe- temporary pavement striping to be removed within two (2) weeks of re-establishment of permanent striping as designated by District Engineer or their designee.	AA)\$1.00 AB)\$1.00
029	5,000	Ea	Removal of temporary tab pavement markings to be removed within two (2) weeks of re-establishment of permanent striping as designated by District Engineer or their designee.	AA)\$1.00 AB)\$0.50
030	300	Mile	Mobilization - moving charge for Hot In-Place Recycling from within the state of New Mexico to any destination as requested. No payment will be made for moves less than 25 miles.	AA)\$125.00 AB)\$200.00
031	300	Mile	Mobilization - moving charge for cold milling from within the state of New Mexico to any destination as requested. No payment will be made for moves less than 25 miles.	AA)\$6.00 AB)\$8.00

Items Total\*\*\*

# DUSTROL INC - HEATING SCARIFICATION ESTIMATE

**City of Hobbs, NM.- Various Locations Within The City(Prices Based on NMDOT Price Agreement)**

New Mexico Price Agreement #50-805-15-12592 (NEW P.A. as of 6 March 2015)

3/9/2015

line item #	Description	Quantity	Units	Unit Price	Est. Amount	P.A. Contract Price*
008	HIP- Scarification W/Curb	300,000.00	SY	\$2.25	\$675,000.00	\$4.00
015	Rejuvenating Agent	124	TONS	\$700.00	\$86,800.00	\$700.00
021	Urban Traffic Control	240	HRS	\$200.00	\$48,000.00	\$200.00
024	Flashing Arrow Board	240	HRS	\$10.00	\$2,400.00	\$10.00
030	Mobilization	345	MI	\$50.00	\$17,250.00	\$125.00
				Subtotal	\$829,450.00	
	GRT @ 6.8125%	1	LS	\$56,506.28	\$56,506.28	
				Total	\$885,956.28	

Notes: This is an estimate, billing will be based on quantities of actual work performed.

Rejuvenating agent based on .10 Gal. per SY.

Unit Price Adjusted to reflect 1" Depth Versus 2".

P.A. Contract price based off of new agreement as of 6 March 2015



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 6<sup>th</sup>, 2015

SUBJECT: RFP # 478-15 to furnish Electronic Third-Party Billing Services for Emergency Medical Services

DEPT. OF ORIGIN: Finance  
DATE SUBMITTED: June 29<sup>th</sup>, 2015  
SUBMITTED BY: Toby Spears, Finance Director

**Summary:**

The City of Hobbs solicited proposals to provide electronic third-party billing services for emergency medical services (ambulance billing). The scope of the proposal consisted of but not limited to preparing and submitting accurate and complete insurance claims electronically to include but not limited to Medicare, Medicaid and any other applicable carriers including both commercial and private insurances. Verification and missing information for follow up. Prepare and mail invoices to patients responsible for co-pays and or deductibles, private pay, and uninsured patients. Provide City of Hobbs with reconciled monthly receivables showing beginning balances, charges, adjustments, collections and ending balances. Provide training by the third party billing entity to EMS staff and Finance.

The City of Hobbs advertised in the Hobbs News Sun on May 31, 2015 and posted the proposal on the City website. The City of Hobbs received 9 proposals. An evaluation team consisting of Toby Spears, Finance Director, Deb Corral – Assistant Finance Director, Barry Young – Deputy Fire Chief, and Tanya Sanchez – Accounting Operations Supervisor evaluated all proposals and scored EMS Billing Services of Omaha, NE as the highest rated proposer. It is recommended for the City of Hobbs to enter into a contract with EMS Billing Services if RFP 478-15 is awarded.

**Fiscal Impact:**

Reviewed By: \_\_\_\_\_

*Finance Department*

The fiscal impact for this service would be 8% commission on collections. Currently the City of Hobbs based the RFP on the collection rate of \$2,000,000. The estimated contract would be \$160,000 plus applicable taxes. The 3 year history of collections is as follows:

Fiscal year 2015 - \$1,252,123.71  
Fiscal year 2014 - \$1,413,450.03  
Fiscal year 2013 - \$1,569,905.06

Any contract awarded would be budgeted in the fiscal year 2016 year for an estimated quantity amount.

**Attachments:**

Evaluation Form

**Legal Review:**

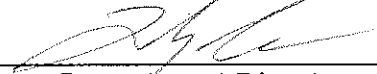
Approved As To Form: \_\_\_\_\_

*City Attorney*

**Recommendation:**

The staff recommends awarding RFP # 478-15 to EMS Billing Services of Omaha, NE

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. \_\_\_\_\_

RFP No. 478-15

Electronic Third-Party Billing  
Services Emergency Medical  
Services

	MAX PNTS	Liferequest	Wittman Enterprises	ADPI (Intermedix)	System Design West	McKesson & CO	ERR	EMS Billing Services	Fire Recovery USA	Ram Software
1										
Written narrative statement describing proposer's organization data, including size, billable volume, structure of the company and overall EMS/Fire billing experience	20	9.75	9	14.5	6.5	8.25	5	20	5	5.25
2										
A description of the Proposer's history in providing the required services. A description of the method and plan for providing the service described herein.	25	21.5	22.25	25	21	18.75	17.25	22	18	16.5
3										
Listing of the proposer's management and staff personnel to be used for this project detailing qualifications and current experience relative to the services described herein	15	10	9.5	10.5	10	9.5	7.75	15	8.5	9.5
4										
Detailed description of current technology employed to provide increased revenue and access to client specific financial data	15	10.25	9.75	15	10	10	8.75	15	10	5
5										
A written, non-binding estimate of the cost to provide these services (Current City of Hobbs annual run volume and billed revenue is approx. 4,800 runs and \$2,000,000 respectively)	15	11	10.75	8	9	15	14	5.75	15	14
6										
Resident Bidder/Veterans Preference	10	0	0	0	0	0	0	0	0	0
TOTAL	100	62.5	61.25	73	56.5	61.5	52.75	77.75	56.5	50.25





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 6th, 2015

SUBJECT: CHANGE ORDER No. 2 - RFP No. 473-15 2014 Trunk Line F Replacement Project
DEPT. OF ORIGIN: Engineering Department & Utilities Department
DATE SUBMITTED: June 29th, 2015
SUBMITTED BY: Todd Randall, Engineering Department

Summary:

The City Commission approved the award of RFP No. 473-14 2014 Trunk Line F Replacement Project to J&H Services on Dec. 15, 2014. The contract includes the replacement of existing Concrete Sewer pipe along a portion of SR 18 near the intersection of Joe Harvey and a section from Sanger to Grimes St along the RR right of way.

This work is already under construction and the attached change order will adjust the contract in order to continue work along the RR corridor from Sanger St to Grimes St. This change order will increase the contract by \$168,716.86. Changes in the scope include the following:

- 18" Concrete Steel Cylinder (CSC) Water line relocation (480 feet)
18" Butterfly Valve / Temporary cut & cap of 18" CSC water line
Alignment Changes for the new 30" Sewer Line in order to avoid going under DCP pipeline (575 ft)
Grout abandoned 21" Sewer Line under Joe Harvey

Once this work is completed there is an estimated \$17M in additional sewer line replacement necessary. The estimate assumes that, when replacing the sewer along Central, the roadway would be rehabilitated and all ADA pedestrian improvement would be completed.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

Budget Acct: 62-4062-44901-00097 (Infrastructure Tax)
Budget Amnt: \$5,937,893.16
Available: \$3.5M
Phase 7 Contract: \$2,059,654.30 (Revised Contract Amnt)
Change Order No. 2: \$168,716.86 (not including GRT)

Attachments: Change Order No. 2 / Location Map

Legal Review:

Approved As To Form: [Signature] H. Stone City Attorney

Recommendation:

Consideration by City Commission for the Approval of Change Order No. 2 J&H Services Inc. for \$175,000 for the 2014 Trunk Line F Replacement Project, RFP No. 473-15

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.



**Change Order No. 2**  
**2014 Trunk Line F Replacement Project**

Date: July 6, 2015  
 Owner: City of Hobbs  
 Contractor: J&H Services Inc.  
 Engineer: City of Hobbs Engineering Dept.

Bid No. 473-15  
 Contract No. 2015-63  
 Vendor No. 14563  
 Account No. 62-4062-44901-00097

The Contract is modified as described below upon execution of the Change Order:

Add item 38 to realign 575 LF of trunk line f in a new trench east of the existing trunk line f, add item 39 to remove and dispose of existing 18" Concrete Steel Cylinder water line due to the trunk line f realignment, add item 40 to furnish and install 480 LF of 18" C905 DR-18 PVC water line to replace the 18" Concrete Steel Cylinder, add item 41 to furnish and install an 18" butterfly valve, valve box, & valve box adjustment to replace a broken water valve south of Berry St. between Grimes and Cochran, add item 42 to furnish and install all labor, materials, & equipment necessary to perform a complete repair of the concrete steel cylinder water line including but not limited to pipe preparation, buttstraps, and welding. Add item 43 to furnish and install 18" dresser couplings to perform the temporary water line repair. Add item 32A to pump grout into the existing 21" RCP under Joe Harvey Blvd, add item 33A for the pumping and disposal of the temporary septic tank at Joe Harvey Blvd.

Contract Price Change	Contract Time Change
Original Contract Price:  <u>\$1,188,772.43</u>	Original Contract Time: Substantial Completion: <u>90 days</u> Final Payment: <u>90 days</u>
Change from previously approved Change Orders:  <u>\$702,165.01</u>	Change from previously approved Change Orders: Substantial Completion: <u>60 days</u> Final Payment: <u>60 days</u>
Contract Price prior to this Change Order:  <u>\$1,890,937.44</u>	Contract Time prior to this Change Order: Substantial Completion: <u>150 days</u> Final Payment: <u>150 days</u>
Increase of this Change Order:  <u>\$168,716.86</u>	Increase of this Change Order: Substantial Completion: <u>60 days</u> Final Payment: <u>60 days</u>
Contract Price including this Change Order:  <u>\$2,059,654.30</u>	Contract Time including all Change Orders: Substantial Completion: <u>210 days</u> Final Payment: <u>210 days</u>

Recommended:

Accepted:

Accepted:

By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

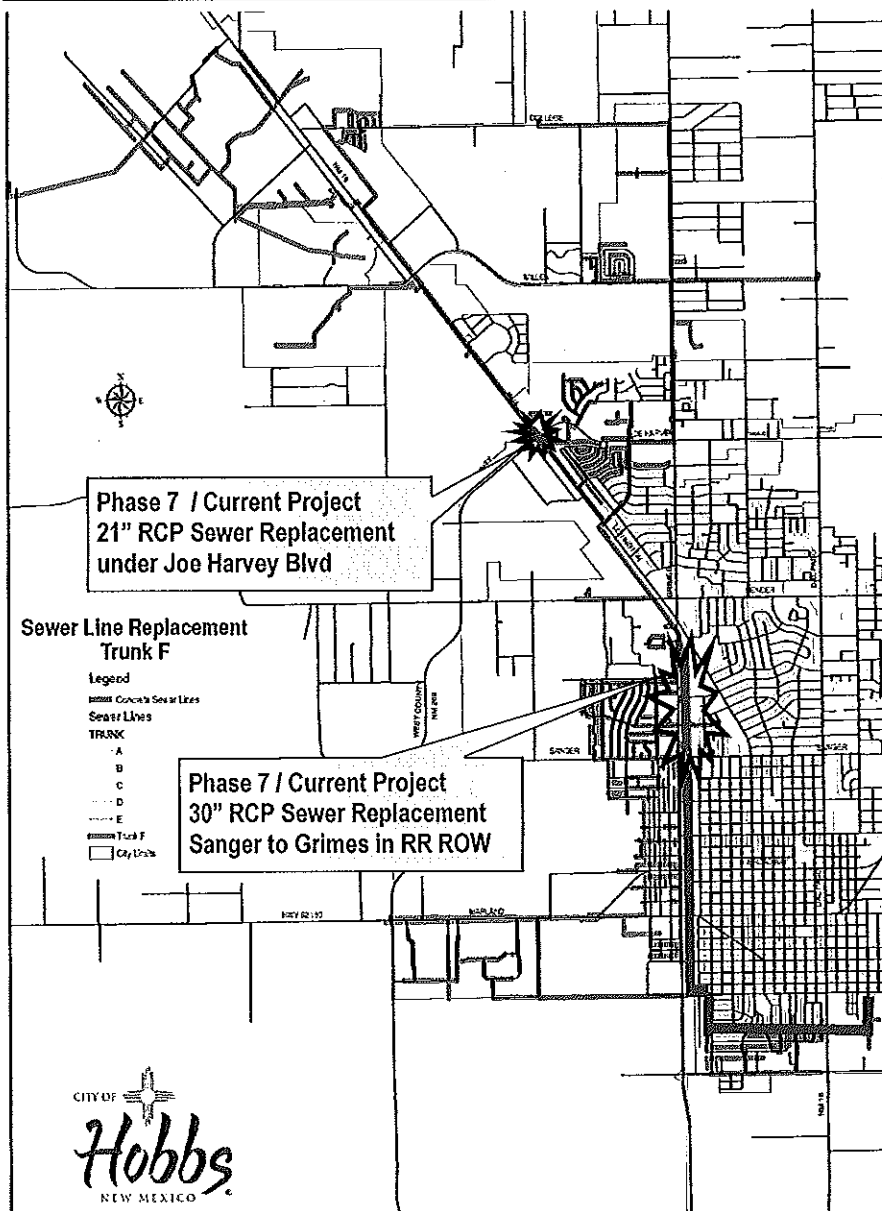


IT ALL HAPPENS HERE.

# SEWER LINE REPLACEMENT

## City of Hobbs, New Mexico

Completed to date:	3.5 miles (\$9M)
Current Project:	1 mile (\$2M)
Still Needed:	5 miles (\$17M)



Emergency repairs are urgently needed to rehabilitate major sewer mains 18" to 30" in diameter in primary Commercial Arterials of the city. Original construction was in the mid to late 80's using lined concrete sewer pipe, which has severely deteriorated due to sewerage gases over the last two decades. The City has 5 additional miles of concrete sewer pipelines to replace which are collapsing. When a collapsed line occurs, the city is required to bypass portions of the main trunk to maintain service and avoid property damage, which can also result in surge charged mains overtopping manholes in low areas and exposing the public to open sewerage conditions.

### Economic Impact

- Infrastructure essential to Commercial / Industrial Development in Prime Growth Area
- Sewer service to critical facilities in North Hobbs (NMJC / Hospital / USW / Fire Station 3 & 4)

### Environmental

- Protection of City sole source water supply (Ogalalla Aquifer)
- Future collapses could create hazardous conditions and possible property damage.

City of Hobbs  
200 E. Broadway  
Hobbs, NM 88240

Contact: Tim Woomer, Utilities Director  
BUS 575-397-9351  
FAX 575-397-9227  
twoomer@hobbsnm.org

Contact: Todd Randall, City Engineer  
BUS 575-397-9351  
FAX 575-397-9227  
trandall@hobbsnm.org





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 6, 2015

SUBJECT: ADOPTION OF AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF HOBBS, NEW MEXICO MULTIFAMILY HOUSING REVENUE BONDS, IN ONE OR MORE TAX-EXEMPT OR TAXABLE SERIES (WASHINGTON PLACE APARTMENTS) IN AN AMOUNT NOT TO EXCEED \$6,500,000 (THE "BONDS")

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: June 29, 2015
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: Authorizing the issuance and sale of the City of Hobbs, New Mexico multifamily housing revenue bonds, in one or more tax-exempt or taxable series (Washington Place Apartments) in an amount not to exceed \$6,500,000 (the "BONDS") for the purposes of (i) providing funds for the rehabilitation, improvement and equipping of a 76-unit multifamily housing project located in the City of Hobbs, Lea County, New Mexico and known as the Washington Place Apartments (the "PROJECT"), (ii) funding required reserve funds and (iii) paying the costs of issuing the bonds; authorizing the execution and delivery of an indenture, a lease agreement, a regulatory agreement, the bonds, and other documents in connection with the issuance of the bonds and the project; making certain determinations and findings relating to the bonds and the project; providing that the City shall not be pledging its faith and credit to the payment of the bonds or incurring any pecuniary liability in connection with the bonds; ratifying certain actions taken previously; and repealing all actions inconsistent with this ordinance.

Fiscal Impact:

Reviewed By:

[Signature]
Finance Department

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

Attachments: Ordinance for Adoption.

Legal Review:

Approved As To Form:

[Signature]
City Attorney

Recommendation:

Consider approval of the Adoption of the Bond Ordinance.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

THE CITY OF HOBBS, NEW MEXICO  
ORDINANCE NO. 1087

AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF HOBBS, NEW MEXICO MULTIFAMILY HOUSING REVENUE BONDS, IN ONE OR MORE TAX-EXEMPT OR TAXABLE SERIES (WASHINGTON PLACE APARTMENTS) IN AN AMOUNT NOT TO EXCEED \$6,500,000 (THE "BONDS") FOR THE PURPOSES OF (i) PROVIDING FUNDS FOR THE REHABILITATION, IMPROVEMENT AND EQUIPPING OF A 76-UNIT MULTIFAMILY HOUSING PROJECT LOCATED IN THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO AND KNOWN AS THE WASHINGTON PLACE APARTMENTS (THE "PROJECT"), (ii) FUNDING REQUIRED RESERVE FUNDS AND (iii) PAYING THE COSTS OF ISSUING THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A LEASE AGREEMENT, A REGULATORY AGREEMENT, THE BONDS, AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS AND THE PROJECT; MAKING CERTAIN DETERMINATIONS AND FINDINGS RELATING TO THE BONDS AND THE PROJECT; PROVIDING THAT THE CITY SHALL NOT BE PLEDGING ITS FAITH AND CREDIT TO THE PAYMENT OF THE BONDS OR INCURRING ANY PECUNIARY LIABILITY IN CONNECTION WITH THE BONDS; RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL ACTIONS INCONSISTENT WITH THIS ORDINANCE.

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

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

WHEREAS, the City has determined that it is in the best interests of the City and its inhabitants to issue its Multifamily Housing Revenue Bonds (Washington Place Apartments), in one or more tax-exempt or taxable series as may be established in the Indenture, as defined below, in the aggregate principal amount not to exceed \$6,500,000 (the "Bonds") for the purposes of (a) rehabilitating the Washington Place Apartments, consisting of 76-units of multifamily housing located at 1405 East Marland Street, 321 East Clearfork Drive and 400 Wolfcamp Drive, Hobbs, New Mexico 88240, to be leased to Washington Place Partners, LLLP, a New Mexico limited liability limited partnership (the "Developer"), to be rented to persons of low and moderate income (the "Project") (b) establishing a Reserve Fund for the Bonds in the amount of the Reserve Fund Requirement, as defined in the Indenture, and (c) paying certain expenses incurred in connection with the issuance of the Bonds. It is intended by the City that the interest on the 2015A Bonds, as defined in the Indenture, be tax-exempt; and

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

WHEREAS, the Bonds will be issued by the City pursuant to the Act and in accordance with the terms of a Trust Indenture dated as of July 1, 2015 (the "Indenture") by and between the City and Wilmington Trust, NA, as Trustee (the "Trustee"); and

WHEREAS, Stifel, Nicolaus & Company, Inc. (the "Underwriter") has offered to purchase all of the Bonds at a purchase price to be established in the Indenture and the Sale Resolution, as defined below; and

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

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

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

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

- (a) the Indenture;
- (b) Lease Agreement by and between the City and the Developer dated as of July 1, 2015 (the "Lease Agreement");
- (c) Regulatory Agreement and Declaration of Restrictive Covenants by and among the City, the Developer and the Trustee dated as of July 1, 2015 relating to the Project (the "Regulatory Agreement"); and
- (d) Notice of Intent to Adopt Bond Ordinance published by the City on May 31, 2015.

WHEREAS, there is on deposit with the City Clerk the proposed form of Bond Ordinance, Indenture, Lease Agreement and Regulatory Agreement;

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

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

**Section 2. Authorization of the Bonds.** The City hereby authorizes and approves the issuance of the Bonds for the purposes of rehabilitating and improving the Project and leasing the Project to the Developer, funding a reserve fund, paying accrued interest on the Bonds and paying the costs of issuance of the Bonds, including, but not limited to, the reimbursement of certain costs incurred by the Developer prior to the adoption of this Ordinance. The Bonds shall be issued under the terms and conditions of the Indenture and a Sale Resolution to be adopted by the Commission (the "Sale Resolution") and shall be signed by or bear the facsimile signature of the Mayor, or the Mayor Pro Tem, of the City and the City Treasurer or City Clerk or a Deputy City Treasurer or Deputy City Clerk.

**Section 3. Approval and Execution of Regulatory Agreement.** The Regulatory Agreement is approved and ratified and the Mayor or Mayor Pro Tem of the City is authorized to execute the Regulatory Agreement with such changes, insertions, deletions and modifications as may be approved by the Mayor or Mayor Pro Tem of the City and as may be recommended by Bond Counsel and Issuer's Counsel. All such changes, insertions, deletions and modifications shall be deemed to have been approved by the City upon execution and delivery of the Regulatory Agreement, such execution and delivery to be conclusive evidence of such approval.

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

**Section 5. General Authorization.** The Commission hereby authorizes, empowers and directs each of the officers (including the Commission officers) and employees of the City, and its counsel, to carry out or cause to be carried out, and to perform, such obligations of the City

and such other actions as they, in consultation with Bond Counsel, Issuer's Counsel and advisors to the City in connection with the issuance, sale and delivery by the City of the Bonds, shall consider necessary or advisable in connection with this Ordinance, including, but not limited to, preparation and execution of the Indenture, the Lease Agreement, the Regulatory Agreement and such other documents deemed necessary, and the issuance, sale and delivery of the Bonds, including, without limitation, arrangements with financial printers, credit agencies and The Depository Trust Company.

**Section 6. Severability.** If any one or more provisions of this Ordinance should be determined by a court of competent jurisdiction to be contrary to law, any such provision shall be deemed separable from the remaining provisions hereby and the invalidity or unenforceability thereof shall in no way affect the validity or the enforceability of the other provisions of this Ordinance.

**Section 7. No Recourse and Liability.** All covenants, stipulations, obligations and agreements of the City contained in this Ordinance, and in the documents hereby approved and authorized for execution, shall be deemed to be the covenants, stipulations, obligations and agreements of the City, and all such covenants, stipulations, obligations and agreements shall be binding upon the City, and, except as otherwise provided in this Ordinance and such documents, all rights, powers and privileges conferred, and duties and liabilities imposed, upon the City by the provisions of this Ordinance, and in the documents hereby approved and authorized for execution, shall be exercised or performed by the Commission, provided that no covenant, stipulation, obligation or agreement herein contained or contained in any document hereby approved and authorized for execution shall be deemed to be a covenant, stipulation, obligation or agreement of any commissioner, officer or employee of the City in his or her individual capacity, and neither the members of the Commission nor any officials executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Nothing contained in this Ordinance, the Lease Agreement, the Regulatory Agreement, the Indenture, or any other instrument shall be construed as obligating the City, except to the extent provided in the Lease Agreement, the Regulatory Agreement and the Indenture, or as incurring a pecuniary liability or a charge upon the general credit of the City or against its taxing power, nor shall the breach of any agreement contained in this Ordinance, the Indenture, the Lease Agreement, the Regulatory Agreement or any other instrument impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power, the City having no power to pay out of its general funds, or otherwise contribute any part of the costs of acquiring the Project, any part of the cost of operating any part of the Project or any part of the costs of administering, defending or otherwise acting or failing to act with respect to the Project or the business or in any manner except as lessee thereof. THE BONDS SHALL NOT BE THE GENERAL OBLIGATION OF THE CITY WITHIN THE MEANING OF ARTICLE 9, SECTIONS 12 AND 13 OF THE CONSTITUTION OF THE STATE. THE BONDS SHALL BE PAYABLE SOLELY OUT OF THE REVENUE DERIVED FROM THE PROJECT, INCLUDING AMOUNTS RECEIVED UNDER THE LEASE AGREEMENT, AND THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY



LIABILITY OF THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER.

**Section 8. Ordinance Irrepealable.** After the Bonds are issued, this Ordinance shall be and remain irrepealable until the Bonds and the interest thereon shall be fully paid, canceled and discharged, as provided in the Indenture, or there has been a defeasance as provided in the Indenture.

**Section 9. Repealer Clause.** All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

**Section 10. Effective Date.** Upon due adoption of this Ordinance, it shall be recorded in the book of ordinances of the City kept for that purpose, authenticated by the signatures of the Mayor or Mayor Pro Tem of the Commission and City Clerk or a Deputy City Clerk, and the title and general summary of the subject matter contained in this Ordinance shall be published in a newspaper that maintains an office and is of general circulation in the City, or posted in accordance with law, and this Ordinance shall be in full force and effect [five days] thereafter, in accordance with law.

*[Signature Page to Follow]*

PASSED AND ADOPTED: July 6, 2015.

CITY COMMISSION OF THE CITY OF  
HOBBS, NEW MEXICO

By \_\_\_\_\_  
\_\_\_\_\_, Mayor

By \_\_\_\_\_  
\_\_\_\_\_, Mayor Pro Tem

By \_\_\_\_\_  
\_\_\_\_\_, Commissioner

By \_\_\_\_\_  
\_\_\_\_\_, Commissioner

By \_\_\_\_\_  
\_\_\_\_\_, Commissioner

ATTEST:

[SEAL]

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



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 6, 2015

SUBJECT: PUBLICATION OF AN ORDINANCE TO AMEND CHAPTER 15.05 AND CHAPTER 15.32 OF THE CITY OF HOBBS MUNICIPAL CODE IN THEIR ENTIRETY.

DEPT. OF ORIGIN: Planning Department
DATE SUBMITTED: June 29, 2015
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: Chapter 15.05 Definitions and Chapter 15.32 Signs contain the developmental regulations for the placement of signs and billboards on private property located within the Municipal Boundaries. The City of Hobbs Planning Board began reviewing the current regulations in March of this year and the proposed Ordinance reflects their recommendations to the Commission. The majority of the revisions are syntactical in nature to provide continuity and clarity of the regulations, however major changes were made in regards to the placement of billboards and electronic signage. The City of Hobbs Planning Board reviewed this issue on June 16, 2015 and voted 5 to 0 to recommend approval of the Ordinance Amending Chapter 15.05 and Chapter 15.32 of the Hobbs Municipal Code in their entirety.

Fiscal Impact: Reviewed By: [Signature] Finance Department

No Fiscal impact.

Attachments: Ordinance, Planning Board Minutes.

Legal Review: Approved As To Form: [Signature] City Attorney

Recommendation: Staff recommends consideration of the Publication of the Ordinance Amending Chapter 15.05 and Chapter 15.32 of the Municipal Code in their entirety.

Approved For Submittal By: [Signatures] 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. \_\_\_\_\_

- CHARTER COMPARATIVE TABLE

Title 15 BUILDINGS AND CONSTRUCTION  
CITY OF HOBBS

ORDINANCE NO. \_\_\_\_\_.

**AN ORDINANCE TO AMEND CHAPTER 15.05 AND CHAPTER 15.32 OF THE HOBBS MUNICIPAL CODE IN THEIR ENTIRETY.**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the following Chapters of the Hobbs Municipal Code be and is hereby amended in their entirety.

**Chapter 15.05 DEFINITIONS**

15.05.010 Definitions.

**15.05.010 Definitions.**

For the purposes of this title the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Banner" means any temporary sign of a lightweight fabric or similar material on which a sign is painted or printed and is mounted to a pole or building.

"Billboard" means a sign which directs attention to a business, activity, commodity, service, entertainment or communication which is not conducted, sold or offered at the premises on which the sign is located, or which does not pertain to the premises upon which the sign is located.

"Building code" means the International Building Code promulgated by the International Code Council, New Mexico Building Code and any other code adopted by this jurisdiction.

"Building inspector/building official" means the officer or other designated authority charged with administration and enforcement of this Code.

"Building mounted sign" means a sign entirely supported by or through a building including a canopy sign, marquee sign, projecting sign, roof sign and wall sign.

"Combination sign" means any sign incorporating any combination of the features of pole, projecting and roof signs.

"Community service sign" means any sign which solicits support for or advertises a nonprofit community use, public use or social institution.

"Construction sign" means a sign erected on the premises on which construction is taking place, during the period of such construction, indicating the names of the architects, engineers, landscape architects, contractors or similar artisans, and the owners, financial supporters, sponsors and similar individuals or firms having a role or interest with respect to the structure or project.

"Curb line" means the line at the face of the curb nearest to the street or roadway. In the absence of a curb line, the curb line shall be established by the City Engineer.

"Directional/Monument sign" means a sign limited to on site directional and informational messages, principally for pedestrians or vehicular traffic excluding signs erected by governmental entities.

"Display surface" means the area made available by the sign structure for the purpose of displaying the advertising message.

- CHARTER COMPARATIVE TABLE

Title 15 BUILDINGS AND CONSTRUCTION

"Electric sign" means any sign containing electrical wiring, excluding signs illuminated by an exterior light source.

"Fire Marshal" means the officer or designated authority charged with administration and enforcement of the International Fire Code.

"Freestanding sign" means any sign not affixed to a building or structure, supported by a structure that are placed on or anchored in the ground and that are independent from any building or other structures, and having its lowest edge ten (10) feet or more above the elevation of the top of curb of the nearest roadway or if no curb the City Engineer will establish the elevation.

"Ground sign" means a sign, including its supporting structure, six (6) feet or less in height measured from the curb, which is placed upon, or supported by the ground independent of a principal building.

"Height of sign" means the vertical distance from the top of the curb to the highest point of the sign.

"Illegal sign" means any sign not meeting the requirements of this title.

"Illuminated sign" means any sign which is directly lighted by any on-premises electrical light source, internal or external, except light sources specifically and clearly operated for the purpose of lighting the general area in which the sign is located rather than upon the sign itself.

"Lease" means any agreement whether oral or written by which one party gives to another party the right to erect or maintain an outdoor advertising device on the property of the party owning or controlling the property.

"Marquee" means a permanent roofed structure attached to and supported by the building and projecting over public property.

"Multi-business sign" means a sign that promotes a plaza, mall or similar use with multiple tenants' advertisements.

"Nonconforming sign" means a sign which violates one (1) or more provisions of this title any other requirement contained in, or adopted by reference within, the Hobbs Municipal Code.

"Official signs and notices" means signs and notices erected and maintained by public officers or public agencies within their territorial or zoning jurisdiction and pursuant to and in accordance with direction or authorization contained in Federal, State or local law for the purposes of carrying out an official duty or responsibility.

"Off-premise sign" means a sign, the content of which does not refer to a business or merchant doing business on the premises where the sign is displayed.

"On-premises sign" means a sign which advertises or directs attention to a business, product, service or activity which is available on the premises where the sign is located.

"Permanent sign" means a sign which is designated and intended to be anchored to the ground, building or other structure for the duration of the use of the premises.

"Political sign" means a temporary sign pertaining to any national, State or local election or cause which is displayed for a limited period of time.

"Portable signs" means a sign that is designed to be transported and attached temporarily to the ground, a structure or another sign.

"Projecting sign" means a sign other than a wall sign, which projects from and is supported by a wall of a building or structure.

"Projection" means a distance by which a sign extends over public property or beyond the building line.

"Public utility signs" means warning sign, informational sign, notice or markers which are customarily

- CHARTER COMPARATIVE TABLE

Title 15 BUILDINGS AND CONSTRUCTION

erected and maintained by publicly or privately owned public utilities, as essential to their operations but is not advertising a product.

"Real estate sign" means a sign intended to be displayed for a limited period of time which advertises the financing, development, sale, transfer, lease, exchange or rent of real property or properties and with a maximum of sixteen (16) square feet for residential property and forty (40) square feet for commercial property.

"Roof sign" means a sign erected upon or above a roof or parapet of a building or structure.

"Sign" means any sign which is used or intended to be used to attract attention to the subject matter for advertising purposes with a minimum of four (4) square feet or greater, other than painting on the surface of a building or temporary use.

"Sign copy" means the letters, numbers, symbols or geometric shapes, either in permanent or changeable form, on a sign face.

"Sign structure" means any structure which supports or is capable of supporting any sign defined in this title.

"Temporary sign" means any sign made of any material intended to be displayed for a limited period of time.

"IBC Standards" means the International Building Code Standards, promulgated by the International Code Council as adopted by this jurisdiction.

"Wall sign" means any sign attached to or erected against the wall of a building or structure, with the exposed face of the sign in a place parallel to the plane of the wall.

Chapter 15.32

SIGNS

Sections:

- 15.32.010 Purpose and intent.
- 15.32.020 Application for permit.
- 15.32.030 General provisions for signs.
- 15.32.040 Design and construction.
- 15.32.050 Requirement of plans.
- 15.32.060 Maintenance.
- 15.32.070 Exempted signs.
- 15.32.080 Abandoned signs.
- 15.32.090 Notice period.
- 15.32.100 Removal of signs.
- 15.32.110 Expense of removal.
- 15.32.120 Nonconforming signs.
- 15.32.130 Sign illumination.
- 15.32.140 Reconstruction of sign.
- 15.32.150 Fees.
- 15.32.160 Appeals or waivers requests.
- 15.32.010 Purpose and intent.

Regulation of the location, size, placement and certain features of signs is necessary to enable the public to locate goods, services and facilities in the City without difficulty and confusion, to encourage the general attractiveness of the community and to protect property value therein. Accordingly, it is the intention of this chapter to establish regulations governing the display, location, maintenance and inspection of signs which will:

- A. Prevent the construction and projection of sign into, above or within public right-of-way and

- CHARTER COMPARATIVE TABLE

Title 15 BUILDINGS AND CONSTRUCTION

property lines.

B. Protect the public health and general welfare.  
(Ord. 885 (part), 2001: prior code § 7-19)

15.32.020 Application for permit.

Application for a sign permit shall be made in writing upon forms furnished by the building official. Such application shall contain the location by street address of the proposed sign and as well as the names and addresses of the owner of the premises where the sign is to be located, the permittee and the sign contractor. The building official will require the filing of plan as stated on Sections 15.32.050 and any other pertinent information as is necessary to insure compliance.

Every application shall be executed and the representations made therein certified to be true by both the owner of the premises upon which the sign is to be constructed, the permittee and the sign company and contractor authorized to erect the structure. Every application shall contain a statement of the owner, the permittee, the sign company and the contractor that the sign and structure does not violate any applicable deed restriction, restricted covenants, setback requirements or State codes.

A plot plan must be furnished as a part of the application that shows location of the sign and structure in relation to subject property boundary lines, improvements, easements, curb lines and rights-of-way.

If the location, plans and specifications set forth in any application for permit conforms to all of the requirements of this chapter and other applicable provisions and ordinances, the building official shall issue the permit. However, the applicants shall be solely responsible for conformance to requirements.

Any permit for construction of a sign shall become null and void unless construction of the sign and structure is completed within one hundred eighty (180) days of the issuance of a permit or the permit is renewed for an additional one hundred eighty (180) days and payment of one-half of original fee. (Ord. 885 (part), 2001: prior code § 7-20)

15.32.030 General provisions for signs.

Except as otherwise specifically provided in the City code, the following provisions apply for all signs:

A. Signs Shall Not Constitute Traffic Hazards. No sign or other advertising structure as regulated by this chapter shall be erected or continued to be displayed at the intersection of any street or within any alley or driveway in such a manner as to obstruct free and clear vision; or at any location where, by reason of the position, shape or color, such sign may interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device.

1. On premise entrance, exit, monument and directional signs constructed and maintained in accordance with an approved sign plan shall be allowed on all parcels developed for commercial use. Such signs shall not exceed six square feet in sign area, nor exceed the height restrictions for a structure located within the building setback if located therein.

2. Any signs, signals or devices erected by governmental entities, public schools and utility companies are exempt from the provisions of this chapter and shall be controlled by other applicable laws, regulations and ordinances.

B. Placing Signs on Public Property. No signs other than signs placed by agencies of government shall be erected on or above any public property; provided, that directional signs may be erected upon City street name supports, or upon traffic signposts under the following conditions:

1. The sign directs the reader to the location of a public facility attended principally by out-of-town patrons, to a facility relating to the public health, safety or welfare or to scenic or historic trails.

2. The signs are installed at locations where they would not constitute a traffic hazard.

3. The signs conform to the manual on uniform traffic control devices. Nothing contained in this section shall supersede, modify or nullify any of the provisions of contracts and agreements heretofore entered into by the City with the Highway and Transportation Department of the State of New Mexico and the U.S. Bureau of Public Roads concerning such property signs, banners, billboards and awnings.

C. Placing Signs on Private Property. No signs shall be placed on any private property without a

- CHARTER COMPARATIVE TABLE

Title 15 BUILDINGS AND CONSTRUCTION

permit and shall meet the following:

1. Each commercially developed site may have no more than one free-standing sign; provided, however, that sites with more than three hundred (300) feet of public street frontage may have one additional free-standing sign for each three hundred (300) feet of additional frontage or a fraction thereof.

2. No free-standing sign shall exceed thirty-five (35) feet in height and shall not exceed one hundred forty-four (144) square feet per sign. Wall sign shall not exceed one hundred forty four (144) square feet per facade.

3. The main multi-business sign on malls, shopping centers, strip malls, or similar uses shall not exceed more than one hundred forty-four (144) square feet and the total of tenant signs shall not exceed one hundred forty-four (144) square feet.

4. Signs erected on private properties fronting a minor residential roadway and within a residential area shall not exceed fifteen (15) feet in height or forty-eight (48) square feet per sign and be located wholly within the prescribed building setback. Wall signs shall not exceed forty-eight (48) square feet maximum.

D. Placing Billboards on Private Property. No billboards shall be placed on any private property containing a free standing sign. Billboards shall only be placed on private property fronting a Major Arterial as specified within the City of Hobbs Major Thoroughfare Plan and shall meet the following:

1. Each site shall have no more than one billboard; provided, however, that sites with more than one thousand two hundred (1,200) feet of public street frontage may have one additional billboard providing a one thousand two hundred (1,200) foot radius separation is maintained between all proposed or existing billboards, regardless of ownership.

2. A billboard shall not be permitted to be placed within a one thousand two hundred (1,200) feet radius of any existing billboard.

3. No billboard shall exceed thirty-five (35) feet in height or three hundred (300) square feet per billboard. All billboards shall be constructed of metal.

4. Billboards on residential streets are prohibited.

5. Billboards unable to secure an advertiser for a period of 120 days shall be considered abandoned. The building official shall issue the property owner written notice of abandonment and said billboard shall be removed at the owner's expense within thirty (30) days.

E. Placing Signs on Trees, Rocks, Retaining Walls or Fences Located on Public Property. No signs shall be placed or painted on any tree, rock, retaining wall, fence or natural formation which is located on or above public property.

F. Placing Signs on Utility Poles. No sign shall be placed on any utility pole except for utility identification purposes and installed by utility agencies or in accordance with Section 15.32.070(C)(2).

G. Signs on Public Right-of-Way. With the exception of signs lawfully permitted or erected prior to the passage of the ordinance codified in this chapter, it is unlawful to place a sign upon or above a public street, bridge, grounds, sidewalk, alley, right-of-way, curb or other public improvement, or on any public building or structure of any kind belonging to the City, or in any public place or public improvement except as stated on subsection H of this section or a written consent by the City Commission. Any unlawful sign found within, upon or above such public property and easements shall be removed if so ordered by a court of competent jurisdiction as specified under Sections 15.32.090 through 15.32.110. The City is authorized to impound any signs found on any public property and transport or cause same to be transported to a location to be designated by the building official for storage. Records shall be maintained on where such signs were located, when they were so impounded, and the date on which they were so impounded and the City shall hold the same in a storage area for a period of not more than thirty (30) days. At the end of thirty (30) days, such signs will be disposed of as abandoned property.

15.32.040 Design and construction.

It shall be the responsibility of the building official to determine, prior to the issuance of any final



- CHARTER COMPARATIVE TABLE

Title 15 BUILDINGS AND CONSTRUCTION

approval, that any sign erected, constructed or structurally altered is of such construction and is so supported and erected as to be safe for the area in which it is placed. If the building official finds that any sign is being erected, constructed, supported or maintained in such a manner as to become dangerous to the public or the surrounding area, then the building official shall give written notice to the sign applicant, owner or contractor erecting, constructing, altering or maintaining such sign, and upon such notice the sign shall immediately act to either make such sign safe or remove same. (Ord. 885 (part), 2001: prior code § 7-23)

15.32.050 Requirement of plans.

The following are the City requirements for a sign permit.

A. Two sets of plans and/or specifications shall be submitted with the application for each sign permit. One copy of the plans shall be returned to the applicant at the time the permit is granted. The plan shall indicate the size, height, material used, the method of attachment or support and location.

B. Plans for supporting any freestanding or billboard sign shall be accompanied by a structural computation and shall be certified by a New Mexico licensed architect or engineer. Sufficient data shall be submitted to show that supporting surfaces and other members of an existing building to which the sign is to be attached are in good condition and are adequately strong to support the sign load. (Ord. 885 (part), 2001: prior code § 7- 25)

15.32.060 Maintenance.

All signs and sign support structures, together with all of their supports, braces, guys and anchors, shall be kept in repair and in proper state of preservation. (Ord. 885 (part), 2001: prior code § 7-25)

15.32.070 Exempted signs.

The following signs shall not require a sign permit. These exemptions shall not be construed as relieving the sign permittee, owner of the sign and owner or lessee of the property upon which the sign and structure is located from the sole responsibility for its erection and maintenance, and its compliance with the provisions of this chapter or any other law or ordinance regulating same.

A. Painting, repainting, maintenance or cleaning of an advertising structure thereon shall not be considered an erection or alteration;

B. Temporary signs, including political, construction and real estate signs as defined;

C. Portable signs shall be permitted by the building official. Portable signs are intended to be displayed for a short period of time only.

1. Portable signs shall not be installed for more than a sixty (60) day period at any one location. A single location is allowed to contain a Portable sign for two (2) sixty (60) day periods within a year. All portable signs containing electrical wiring shall be subject to the provisions of the National Electrical Code and all other applicable codes and the electrical components used shall bear the label of an approved testing agency. Sign design, material and construction shall comply with the provision of this code. All portable signs shall be stabilized and anchored to the ground to restrict displacement by the wind or other accidental force. If the portable sign is used for a period of sixty (60) days or more than, it must be permitted as a permanent sign for the location and meet all provisions of this code as such.

2. Temporary banner signs may be used; provided, however, that such use satisfies all other parts of this chapter applicable thereto and the requirements of all other ordinances. Banner shall not be installed for more than sixty (60) days. The owner/contractor shall not install, support, or anchor the banner to any City or utility owned poles, prior to obtaining a written consent from the City Manager or his or her designated representative. (Ord. 885 (part), 2001: prior code § 7-26)

15.32.080 Abandoned signs.

A sign is considered abandoned when the business, event or purpose the sign advertises no longer applies, no longer in business or when the face of the sign no longer contains advertising material and remains in such condition for a period of six months and is constituting a hazard to life, safety and/or property. The building official shall issue a written notice to the sign or property owner, which notice shall

- CHARTER COMPARATIVE TABLE

Title 15 BUILDINGS AND CONSTRUCTION

state that such sign shall be removed or repaired within thirty (30) days. If the property owner fails to comply with such notice to the building official is authorized to cause removal of such sign as defined under Section 15.32.100. (Ord. 885 (part), 2001: prior code § 7-27)

15.32.090 Notice period.

The notice period for removal of temporary signs and portable signs is forty-eight (48) hours. The notice period for removal of abandoned signs is thirty (30) days. Property owners will receive a written notice stating that their property does not meet the standards set forth in this chapter. A second notice may result in the issuance of a citation. If the sign permittee or owner of the premises upon which the sign is located has not demonstrated to the satisfaction of the building official that the sign has been removed or brought into compliance with the provisions of this chapter by the end of the notice period, the building official shall certify the violation to the City Attorney for proper action. (Ord. 885 (part), 2001: prior code § 7-28)

15.32.100 Removal of signs.

The building official is authorized to request removal of any illegal, nonconforming and abandoned sign as defined by this chapter.

Before requesting the removal of a sign, the building official shall give written notice to the sign owner or the owner of the premises on which such sign is located. The notice shall state the reasons and grounds for removal, specifying the deficiencies or defects in such sign with reasonable definiteness, and the violation charges. Such notice shall specify what repairs will make such an installation conform to the requirements of this chapter and specify that the sign must be removed or made to conform with the provisions of this chapter within the notice period provided herein. Service of notice may be made personally on the permittee and the property owner, or by certified mail addressed to the owner or permittee at the address specified in the permit or at such address as the owner or permittee may have given written notice or at the address shown on the property tax rolls. (Ord. 885 (part), 2001: prior code § 7-29)

15.32.110 Expense of removal.

If the owner, occupant or agent fails to remove or repair the nonconforming sign as required by this code, and the City is forced to remove or repair such structures. All the actual cost and expense, including court costs and attorney fees, of any such removal or repairs incurred by the City shall be borne by the owner, occupant, agent of such sign and the owner of the premises on which the sign is located, shall be liable therefore, and an action for recovery thereof may be brought by the City Attorney upon proper certification thereof to him or her by the building official. The City shall have a lien against the property upon which such sign or structure is located which may be perfected and foreclosed in the same manner as other municipal liens. (Ord. 885 (part), 2001: prior code § 7-30)

15.32.120 Nonconforming signs.

A. Any existing sign or structure which violates or does not conform to the provisions of this chapter is considered nonconforming. Nonconforming signs and structures may continue in place as long as the following conditions are met:

1. No change in business name or use occurs;
2. The sign remains in good condition and do not constitute hazard to life and safety;
3. No major repair or alteration are made to the sign.

B. Any nonconforming sign or sign structure that is in ruins, damaged and is danger to public safety and health shall be removed as stated in Section 8.24.010. (Ord. 885 (part), 2001: prior code § 7-31)

15.32.130 Sign illumination.

The light from any light source intended to illuminate a sign shall be shaded, shielded and directed whereby the light intensity and brightness shall not adversely affect surrounding and facing premises, or

- CHARTER COMPARATIVE TABLE

Title 15 BUILDINGS AND CONSTRUCTION

adversely affect safe vision of pedestrians and operators of vehicles moving on public and private streets, driveways and parking areas. There should be no direct glare onto adjoining properties or in the eyes of motorists and pedestrians. Electronic signs shall display a static message without animation, neither shall the transition from one message to another be animated. Except for static signs advertising fuel prices, electronic signs located within one thousand feet (1,000) of any signalized intersection are prohibited from utilizing colors the same or similar to colors utilized in the traffic control device. Electronic features of a monument sign are permissible providing said sign is located fully within the prescribed building setbacks. (Ord. 885 (part), 2001: prior code § 7-32)

15.32.140 Reconstruction of sign.

When any existing sign is damaged, blown down or otherwise destroyed or taken down or removed for any purpose other than maintenance operation, such sign and structure, shall not be re-erected, reconstructed or rebuilt without first obtaining a permit and shall be in full conformance with this chapter and all other applicable codes. (Ord. 885 (part), 2001: prior code § 7-35)

15.32.150 Fees.

A sign permit fee shall be in accordance with Section 15.28.050 as established by the City. (Ord. 885 (part), 2001: prior code § 7-37)

15.32.160 Appeals or waivers requests.

Any person aggrieved by a decision of the building official arising by virtue of the provisions of this code shall have the right to appeal such decision or request a waiver from the City Manager or his or her designated representative within ten(10) days after the decision of the building official. The decision made by the City Manager or his or her designated representative shall be final. (Ord. 885 (part), 2001: prior code § 7-43)

PASSED, ADOPTED AND APPROVED this 6<sup>th</sup> day of July, 2015

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

ATTEST:

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

**PLANNING BOARD MEETING  
MINUTES  
June 16, 2015**

The Hobbs Planning Board met on June 16, 2015 at 10:00 a.m. at City of Hobbs Annex Building, First Floor Commission Chambers, located at 200 E. Broadway, Hobbs, NM 88240 with Mr. Vice Chairman Guy Kesner presiding.

**Members Present:**

W.M. "Tres" Hicks, Chairman  
Guy Kesner, Vice Chairman  
Bill Ramirez  
Larry Sanderson  
Brett Drennan  
Bobby Shaw  
Dwayne Penick

**Members Absent:**

**Also present were members of the public and City staff as follows:**

Kevin Robinson, Development Director  
Shelia Baker, Staff Engineer  
Seborn South  
Dennis Holmberg

Commissioner Buie  
Julie Nymeyer, Staff Secretary  
Lindsay Chism  
Pam Acevedo

**1) Call To Order.**

Chairman W.M. "Tres" Hicks called the meeting to order at 10:05 am.

**2) Review and Consider Approval of Agenda.**

The first item of business was to review and approve the Agenda for the June 16, 2015 meeting. Mr. Hicks said that he would like item 6 moved to the end of the agenda. Mr. Kesner made a motion, seconded by Mr. Penick to approve the agenda as amended. The vote on the motion was 5-0 and the motion carried.

**3) Review and Consider Approval of Minutes.**

**May 19, 2015 - Regular Meeting  
May 28, 2015 - Special Meeting**

Mr. Hicks asked if everyone has had a chance to read the minutes. Mr. Shaw made a motion seconded by Mr. Sanderson to approve the May 19, 2015 minutes as presented. The vote on the motion was 5-0 and the motion carried.

Mr. Hicks asked if everyone had a chance to read the Special Minutes. Mr. Kesner made a

motion, seconded by Mr. Penick to approve the Special Minutes as presented. The vote on the motion was 5-0 and the motion carried.

**4) Communications from Citizens.**

Commissioner Newman asked about the May 19<sup>th</sup> Meeting where Ms. Chapman discussed grass and weeds in her neighborhood and he wanted the status on that issue. Mr. Hicks said that staff sent the information to the Environmental Department to follow up on the weed issue. Mr. Penick asked if the code read that 20 inch tall grass is acceptable? Mr. Robinson said any parcel larger than 1 acre 20 inches is acceptable. Commissioner Newman said he is getting a lot of complaints on that area for rats, mice and trash. He said it is a developed tract of land and the trash in the area is enforceable. Mr. Shaw said they require retention areas now on most development. Mr. Hicks said he thought the Board should take a look at the ordinance again and see if they can negate the problem.

**5) Review and Consider Homestead Estates Preliminary Plan as submitted by property owner CRV Enterprises, LLC.**

Mr. Robinson said this is the Preliminary Plans for Homestead Estates. He said this is actually the construction plan. He said in the Major Thoroughfare Plan there are setbacks that are set in two areas, the title 16 subdivision plans and the Major Thoroughfare Plan. He said it never specifies what the rear setback would be on a dual frontage lot. He said the developer has proposed to make a 21 foot setback or greater all around the perimeter. He said the setback for buildings #6 and #7 the setback will be 14 feet from the property line. He said that will still leave 24 feet to the driving lane. Mr. Hicks said to him the setback it is irrelevant because the purpose of the 21 foot setback is to be able to park a vehicle between the building and the property line and all of these streets are parking lots.

Mr. Robinson said buildings 1, 2, and 3 are currently under construction. He said the developer is asking for a variance for buildings #6 and #7 and still maintain the handicap ramps. Mr. Hicks asked if these buildings were multifamily? Mr. Robinson said yes. Mr. Hicks asked if they had sufficient parking spaces for two per unit? Mr. Robinson said they are four short based on staff's calculations but the developer is taking out a couple of landscape bollards to correct the issue.

Mr. Robinson said the site will require a certain amount of drainage and staff is in negotiations with the developer on the location. Mr. Kesner asked if Lincoln Street was a half section road? Mr. Robinson said he believed so. Mr. Kesner asked if the city or the developer were going to continue to extend the road to Seminole Highway? Mr. Robinson said yes with the development of the municipal property.

Mr. Kesner made a motion, seconded by Mr. Penick to approve the preliminary plat. The vote on the motion was 5-0 and the motion carried.

**6) Review and Consider proposed amendments of MC Title 16 (Subdivisions)**

Mr. Kesner made a motion, seconded by Mr. Sanderson to table this item until the next meeting. The vote on the motion was 5-0 and the motion carried.

**7) Review and Consider proposed amendments of MC Chapter 15.32 (Sign Code).**

Mr. Robinson said section 1532 of the sign code is a remnant from the Fire Code and that has been eliminated. He said the changes to the Monument Signs were defined in the definitions. Mr. Hicks asked about Free Standing signs. Mr. Robinson said for free standing signs there is a height requirement for the sign portion and the setback area is where the support for the Free Standing Sign can be located. Mr. Hicks said the Free Standing Sign essentially has a definition that the bottom of the sign area is 10 feet above curb. Mr. Robinson said correct.

Mr. Hicks asked for definitions on signs. Mr. Robinson said a Free Standing sign is limited to 144 square feet. He said a multi-business sign is 144 square feet for the site and then another 144 square feet for all the business owners. Mr. Penick asked if there were restrictions on linear footage limits between signs. Mr. Robinson said your property has to be 300 feet or longer to have two free standing signs. He said the marque signs are not limited. He said they could be listed on the free standing sign or on a monument sign and also each facade gets 144 square feet sign.

Mr. Robinson asked if the Board recommend changing all Pole Signs to Free Standing signs to be consistent? Mr. Hicks said yes. Mr. Robinson said for signs erected on private property fronting a minor residential roadway and within a residential area shall not exceed 15 feet in height or 48 square feet per sign and be located entirely within the prescribed building setback. He said no billboard shall be place on private property containing a free standing sign. He said when you purchase a piece of property you will have to decide rather you want a billboard, offsite advertising or a Free Standing multi-tenant sign but you will not be allowed to have both.

Mr. Hicks said lets address billboards. He would like to insert that no billboards shall be placed on any private property that does not abut a major arterial roadway according to the Major Thoroughfare Plan. Mr. Kesner said that the Board agrees that it make sense to have billboards on Major Arterials.

Mr. Robinson said for Billboards on Private Property it has been changed from 300 feet of street frontage to 1200 radius and one additional billboard if you have 2400 linear feet that abuts a Major Arterial regardless of ownership. He said Billboards may not be place within a 1200 foot radius of any existing billboard. He said billboards that do not have an advertiser within 120 days will be considered abandoned and the Building Official will issue the property owner a notice of written abandonment and the billboard shall be removed within 30 days.

Mr. Hicks asked about the wording on Temporary signs shall be "permitted". He thinks it should say "allowed". He said if you want temporary signs to be permitted as in requiring a permit then "C" should be taken out. Mr. Kesner said he thought they should get the temporary signs registered so you will know who the owners are. Mr. Hicks thought temporary signs should also have a limited time of 30 days and banners should have size restrictions. Mr. Kesner thought it might need to be 60 days instead of 30 days. Mr. Robinson said he will get with Code Enforcement to see if they need to be "registered or

permitted”.

Mr. Robinson discussed electronic signs. The Board thought that fuel price signs should be exempt from the “traffic signal colors” on their signs.

Mr. Kesner made a motion, seconded by Mr. Sanderson to recommend approval of the Sign Code Amendments to the City Commission. Mr. Sanderson did request that staff send the Board the amended sign code when complete.

**8) Review and Consider proposed Mobile Vendor Ordinance.**

Mr. Hicks asked if 30 days was needed to get a permit. Mr. Robinson said it never takes that long but it does give staff time to get all the information they are requesting. Mr. Hicks thought it should be 21 days. The Board agreed. Mr. Hicks did not think side walk sales should be limited to 3 per year. He said it did not seem appropriate for downtown merchants. Mr. Shaw said he didn't think it should even be limited to 3 a month. Mr. Robinson said sidewalk sales have never been addressed in the Municipal Code. The Board agreed sidewalk sales should be exempt but must maintain pedestrian access.

Mr. Robinson said it is the intent of the city to make sure Mobile Vendors are on a developed parcel with an impervious surface. He said when there is no rain in this area the grass becomes very dry and can cause a grass fire from the mufflers. He said as they enter and exit the site there are no driveways so they are eroding asphalt on city roadways. Mr. Hicks said there is an issue with traffic tearing up the road going to and from these sites.

Mr. Robinson said vending locations within the City of Hobbs Public Parks and Municipal properties will be approved by the Parks Department. He said staff does not want to limit vendors to a specific location. Mr. Hicks asked about hours of operation? Mr. Robinson said 7 am to 10 pm. Mr. Kesner asked why 7 am? After a brief discussion the Board agreed that hours of operation should be stricken because they will not be in a residential area.

Mr. Hicks said he thought that it should be changed from 500 feet away from a school to 100 feet to be consistent. Mr. Robinson said litter and trash removal will be the vendor's responsibility.

Ms. Pam Acevedo has mobile food vendor trailer and they are parked at their house on Acoma and she was wondering if they would be allowed to keep it there? Mr. Robinson said this will not go into effect until January 2016. Mr. Shaw said he felt like the owners should check their restrictive covenants for violations. Mr. Hicks said the Board would have to look into rather or not this location would work for a mobile vendor.

Mr. Robinson asked if there needed to be a variance clause for this ordinance? Mr. Hicks said he felt like there should be and notifications on variances and it should be the same as for mobile homes which is 300 feet. Mr. Kesner agreed.

Mr. Penick made a motion, seconded by Mr. Shaw to approve the Mobile Vendor Ordinance as amended. The vote on the motion was 5-0 and the motion carried.

**9) Adjournment.**

**With nothing further to discuss the meeting adjourned at 12:27 pm.**





**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: July 6, 2015

**SUBJECT: PUBLICATION OF AN ORDINANCE AUTHORIZING A BOUNDARY REPLAT AND AN EXCHANGE OF MUNICIPAL FEE SIMPLE PROPERTY FOR PROPERTY LOCATED SOUTH OF THE INTERSECTION OF EAST BENDER BOULEVARD AND RANCLAND DRIVE.**

DEPT. OF ORIGIN: Planning Division  
DATE SUBMITTED: June 29, 2015  
SUBMITTED BY: Kevin Robinson – Planning Department

**Summary:** The Municipality is the fee simple owner of 229.23 +/- acres adjacent to East Bender Blvd. on the north, Seminole Highway on the east and East Sanger on the south. CRV Investments LLC is the fee simple owner of 37.67 +/- acres northwest of and adjacent to the Municipalities holdings. The Municipality and CRV Investments LLC have mutually agreed to reconfigure the boundaries of the properties, each retaining the same amount of acreage, in order to better facilitate the developmental needs of each property. An appraisal was obtained from a NM Certified Appraiser concluding that the reconfiguring of the properties boundaries will not increase or decrease the assumed value of either owner's fee simple interest.

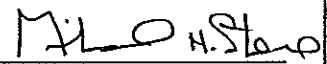
**Fiscal Impact:**

Reviewed By:   
Finance Department

There will not be a fiscal impact as a result of the Boundary replat or the Exchange.

**Attachments:** Ordinance for Publication.

**Legal Review:**

Approved As To Form:   
City Attorney

**Recommendation:**

Consider approval of the Publication of the Ordinance.

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, NEW MEXICO

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A BOUNDARY REPLAT AND AN EXCHANGE OF MUNICIPAL FEE SIMPLE PROPERTY FOR PROPERTY LOCATED SOUTH OF THE INTERSECTION OF EAST BENDER BOULEVARD AND RANCLAND DRIVE.**

WHEREAS, the City of Hobbs, a municipal corporation, is the owner of 5 parcels of land comprised of 229.23 +/- acres adjacent to East Bender Blvd. on the north, Seminole Highway on the east and East Sanger on the south; and

WHEREAS, CRV Investments LLC is the fee simple owner of 37.67 +/- acres northwest of and adjacent to the Municipalities holdings; and

WHEREAS, each party has agreed to a reconfiguring of the property boundaries, the net results of which will neither add to nor subtract from either parties current acreage; and

WHEREAS, unless a referendum election is held, the Ordinance authorizing the boundary replat and an exchange of municipal fee simple property for property shall be effective forty-five (45) days after its adoption.

WHEREAS, inclusive in this Ordinance are the following:

1. **Terms of Exchange:** The City proposes to reconfigure a property line delineating Municipal owned property from private property owned by CRV Investments LLC. .

The Exchange of the City owned Real Property must be approved by City Ordinance pursuant to NMSA Section 3-54-1 et. seq., as amended.

2. **Appraised Value of Municipally Owned Real Property:** The reconfiguring of the properties boundaries will not increase or decrease the assumed value of either owner's fee simple interest
3. **Purpose of Exchange:** Allow property boundaries better suited for development by each property owner.

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

(I)

That the City of Hobbs hereby approves the exchange of the Property as necessitated by the Homestead Estates Summary Replat, A Replat of Hobbs Land Development Summary Plat Tracts 1, 2, 3 and adjoining Tracts, which is attached hereto and made a part of this Ordinance.

(II)

That this Ordinance has been published prior to its adoption and shall be published at least once after adoption, pursuant to Sections 3-2-1, et. seq., and 3-54-1, et. seq., NMSA 1978, as amended.

(III)

That the effective date of this Ordinance shall be forty-five (45) days after its adoption by the governing body of the City of Hobbs, unless a referendum election is held.

(IV)

That City staff and officials are hereby authorized and directed to do all acts and deeds necessary in the accomplishment of the above.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF HOBBS, NEW MEXICO

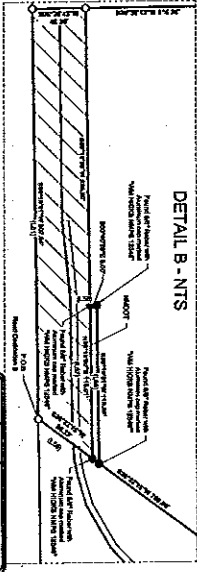
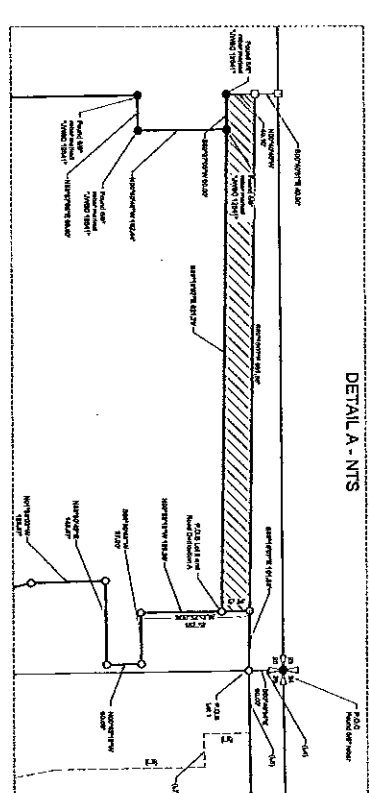
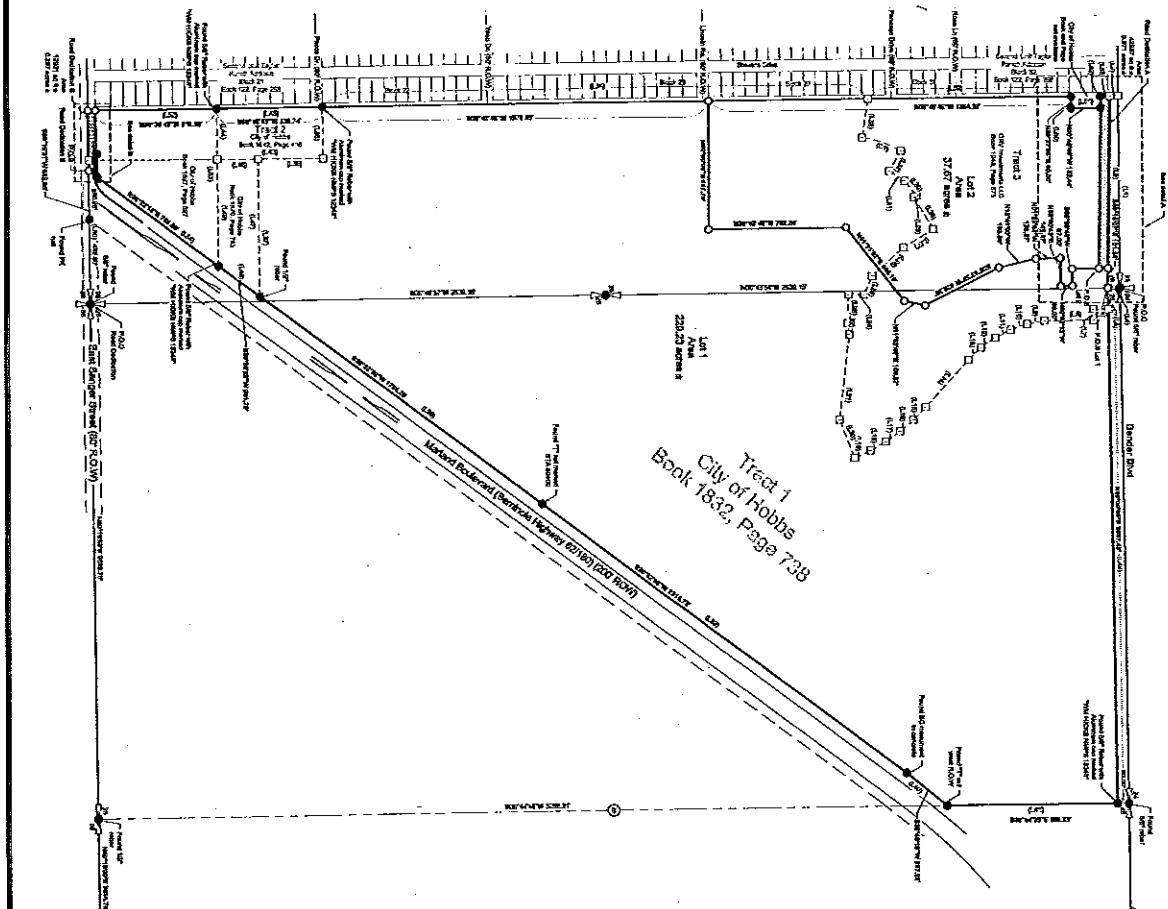
By \_\_\_\_\_  
Sam D. Cobb, Mayor

ATTEST:

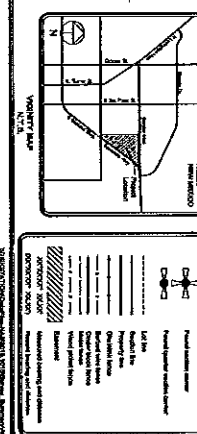
By \_\_\_\_\_  
JAN FLETCHER, City Clerk

# HOMESTEAD ESTATES SUMMARY REPLAT

## A REPLAT OF HOBBS LAND DEVELOPMENT SUMMARY PLAT TRACTS 1, 2, 3 AND ADJOINING TRACTS



Tract	Section	Block	Lot	Area (sq. ft.)	Area (ac.)
1	1	1	1	10,000	0.23
1	1	1	2	10,000	0.23
1	1	1	3	10,000	0.23
1	1	1	4	10,000	0.23
1	1	2	1	10,000	0.23
1	1	2	2	10,000	0.23
1	1	2	3	10,000	0.23
1	1	2	4	10,000	0.23
1	1	3	1	10,000	0.23
1	1	3	2	10,000	0.23
1	1	3	3	10,000	0.23
1	1	3	4	10,000	0.23
1	1	4	1	10,000	0.23
1	1	4	2	10,000	0.23
1	1	4	3	10,000	0.23
1	1	4	4	10,000	0.23



**PETIGRE & ASSOCIATES**  
REGISTERED LAND SURVEYORS  
200 E. Verde Blvd., Suite 100  
Tulsa, Oklahoma 74106  
Phone: 918.438.1111

**RECORD INFORMATION FOR COUNTY CLERK**

City of Hobbs  
City Investment LLC

Project: Hobbs Land Development  
Date: 10/15/2015

Scale: 1" = 40'

**PROJ. NO.:** 2015-1015

**SHEET:** 1 of 2

**TITLE:** SU - 101





**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 7-6-15

**SUBJECT:** Salary Adjustment for City Manager

**DEPT. OF ORIGIN:** Administration  
**DATE SUBMITTED:** 7-1-15  
**SUBMITTED BY:** Sam D. Cobb, Mayor

**Summary:**

Section 7 (a) of the City Manager's employment agreement states "if, after conducting any future employment evaluations it is determined by the City Commission that the City Manager's job performance is satisfactory the City Commission may adjust the City Manager's salary. This annual adjustment if approved, shall be a similar percentage amount to that granted to City employees in the preceding budget process." On June 30, 2015 the City Manager's annual performance evaluation was conducted. At the conclusion of that session it was agreed that the City Manager receive a 2% COLA adjustment effective July 5, 2015 and 3% merit increase effective August 23, 2015. This will increase the City Manager's annual salary from \$173,368.00 to \$182,036.40.


**Fiscal Impact:**  


**Reviewed By:**

Finance

\$182,036 is budgeted for the City Manager's salary in FY 2016.

**Attachments:**

**Legal Review:**  


**Approved As To Form:**

City

Attorney

**Recommendation: Motion to approve Resolution.**

Approved For Submittal By:

Department Director  
  
City Manager

CITY CLERK-S USE ONLY  
COMMISSION ACTION TAKEN

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Approved \_\_\_\_\_  
Other \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
File No. \_\_\_\_\_

CITY OF HOBBS

RESOLUTION NO. 6317

A RESOLUTION AUTHORIZING THE MAYOR TO  
APPROVE AN INCREASE TO THE CITY MANAGER'S SALARY

WHEREAS, the City Commission met with the City Manager for his annual performance evaluation on June 30, 2015, pursuant to Section 7 of the City Manager's employment agreement; and

WHEREAS, the City Commission determined during this evaluation that the City Manager's performance was satisfactory pursuant to Section 7 (c) of his employment agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be, and hereby is, authorized to approve an increase to the City Manager's annual salary in the form of a 2% COLA effective July 5, 2015 and a 3% merit effective August 23, 2015.

PASSED, ADOPTED AND APPROVED this 6<sup>th</sup> day of July, 2015.

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

ATTEST:

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