

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

May 4, 2015



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

Monday, May 4, 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 April 20, 2015, Regular Commission Meeting
2. Minutes of the April 20, 2015, Commission Work Session

PROCLAMATIONS AND AWARDS OF MERIT

3. Presentation of Lifesaving Award to Officer Ward Harrington *(Police Chief Chris McCall)*
4. Presentation of VFW's National Law Enforcement Public Servant Citation to Officer Teresa Flores *(VFW)*

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.)*

5. Resolution No. 6285 - Authorizing the Appointment of Robin Needham to the Library Board *(Mayor Sam Cobb)*
6. Resolution No. 6286 - Authorizing the Extension of the Term of a Grant Agreement with the New Mexico Department of Transportation for Municipal Arterial Project No. MAP-7625(909) *(Todd Randall)*
7. Resolution No. 6287 - Approving an Amendment to the Development Agreement with Oak Manor, Hobbs, NM, LLC, Dated April 7, 2014, Extending the Term to September 30, 2015 *(Kevin Robinson)*
8. Resolution No. 6288 - Approving the Vacation of a Portion of Arizona Avenue and Alleyways Located Between Block 1 and Block 4 of Camino Del Norte Subdivision, and Replatting the Same, Located Within the Extra-Territorial Platting Jurisdiction of the City of Hobbs *(Kevin Robinson)*
9. Resolution No. 6289 - Approving the Subdivision of Tract 6, Block 13, Pribble Brothers Addition and an Encroachment Agreement to Permit Existing Structures in the City Right-of-Way at Property Located Northeast of the Intersection of Alston and Bataan *(Kevin Robinson)*
10. Resolution No. 6290 - Authorizing an Agreement Between Lea County and the City of Hobbs to House Hobbs Detention Prisoners in the Lea County Detention Facility *(Mike Stone)*

DISCUSSION

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

11. Resolution No. 6291 - Approval of Preliminary Budget for FY 15-16 *(Toby Spears)*
12. **FINAL ADOPTION**: Ordinance No. 1083 - Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement with the New Mexico Finance Authority in the Total Amount of \$3,200,000 *(Tim Woome)*
13. Consideration of Approval of Bid No. 1531-15 for Annual Pavement and Concrete Work Agreement and Recommendation to Accept Bid from Ramirez and Sons, Inc. *(Todd Randall)*

14. PUBLICATION: Consideration of Approval to Publish a Proposed Ordinance Amending Section 3.25 of the Hobbs Municipal Code *(Mike Stone)*
15. Resolution No. 6292 - Authorizing the Reclassification of General Funds Expenditures to Fund the City of Hobbs Toby Keith Concert for the Rockwind Grand Opening in the Amount of \$600,000.00 *(J.J. Murphy)*

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

16. Next Meeting Date:
 - ▶ Regular Meeting - ***Tuesday, May 19, 2015***, at 6:00 p.m.
(changed due to HHS Graduation Ceremony on May 18, 2015)

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: May 4, 2015

SUBJECT: Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: April 29, 2015
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Meeting of April 20, 2015
- ▶ Work Session of April 20, 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:

[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. _____

Minutes of the regular meeting of the Hobbs City Commission held on Monday, April 20, 2015, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Call to Order and Roll Call

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

Mayor Sam D. Cobb
Commissioner Marshall R. Newman
Commissioner Jonathan Sena
Commissioner Crystal Mullins
Commissioner Joseph D. Calderón
Commissioner Garry A. Buie
Commissioner John W. Boyd

Also present:

J. J. Murphy, City Manager
Mike Stone, City Attorney
Efren Cortez, Assistant City Attorney
Chris McCall, Police Chief
Eric Enriquez, Director of Community Services
Shawn Williams, Fire Captain
Barry Young, Deputy Fire Chief
Paul Thompson, Fire Captain
Art DeLaCruz, Code Enforcement Superintendent
Freddie Salgado, Community Engagement Representative
Toby Spears, Finance Director
Todd Randall, City Engineer
Ronny Choate, General Services Director
Ron Roberts, Information Technology Director
Doug McDaniel, Parks and Recreation Director
Matt Hughes, Golf Superintendent
Britt Lusk, Teen Center Supervisor
Nikki Sweet, Human Resources Director
Sandy Farrell, Library Director
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
57 citizens

Invocation and Pledge of Allegiance

Commissioner Mullins delivered the invocation and Commissioner Newman led the Pledge of Allegiance.

Approval of Minutes

Commissioner Calderón moved that the minutes of the work session and regular meeting held on April 6, 2015, be approved as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried.

Proclamation Proclamations and Awards of Merit

Community Clean-Up Partnerships. Mr. Eric Enriquez, Director of Community Services, presented a PowerPoint presentation and reported on the Community Clean-Up Partnerships. He stated Taylor Memorial Baptist Church and Crosswinds Community Church partnered to do community clean-up work throughout the City during Spring Break. Mr. Enriquez stated pictures are worth a thousand words, and he displayed before and after photographs of the properties that were improved by both churches.

Mr. J. J. Murphy, City Manager, expressed appreciation to both groups and presented certificates to Pastor Andrew Herbert of Taylor Memorial Baptist Church and Pastor Brad Reimers of Crosswinds Community Church.

Public Comments

Mr. Robbie Roberts, representing the Hobbs Hotel Association, expressed their appreciation to the City Commission for responding in a very timely manner regarding concerns they had addressed. He stated it is pleasant to know that the Hobbs Hotel Association is being heard. Mr. Roberts stated public transportation is needed to transport hotel guests, who pay lodgers tax, to restaurants and the local airport. He thanked the City for enhancing the ball park with synthetic turf and renovating the golf course. Mr. Roberts stated he and other hotel owners are seeing revenues from events that are being hosted by the community and the City. He requested that the Commission continue to earmark funds to improve the City.

Commissioner Newman thanked Mr. Roberts for attending the recent Lodgers' Tax meeting and expressed his appreciation to the Hobbs Hotel Association for the letter that was submitted.

Mayor Cobb stated improvements have been made to the community since he has been Mayor such as housing, capital improvements and the opening of the Rockwind Golf Course.

Mr. Roberts stated he has experienced the ups and downs in the economy but the drop in oil at this time has not impacted hotel revenues as severely as in the past.

Mr. Jai Oyler, Director of the New Mexico Junior College (NMJC) Trade Adjustment Assistance Community College and Career Training (TAACCCT) Program, stated NMJC hosted the NMJC Training and Outreach and Job Fair on March 25 and 26, 2015. She thanked the Commission for its generous support through lodgers' tax funds in which they were able to reach a wide audience regionally and locally. Ms. Oyler stated they had a great turnout with many regional and local companies attending both days. She stated they are currently waiting on final tallies from hotels but some of their participants came from as far as Anson and Abilene, Texas. Ms. Oyler stated the NMJC Training and Outreach and Job Fair were such a success that they are planning to make the Industry Day an annual event and the Job Fair a bi-annual event, which will be held in the Spring and Fall. She stated the Industry Day had more than 35 participants and the Job Fair had 26 different organizations attend which represented more than 250 people from around the region.

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 Mullins requested Item No. 6 for consideration of approval to publish a proposed ordinance amending Section 2.56.050 of the Hobbs Municipal Code regarding nepotism be removed from the Consent Agenda and placed under Auction Items.

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

Resolution No. 6280 - Determining that Certain Structures are Ruined, Damaged and Dilapidated Requiring Removal from the Municipality (1501 North Seminole Highway).

PUBLICATION: Consideration of Approval to Publish a Proposed Ordinance Amending Sections 3.20.040 and 3.20.080 of the Hobbs Municipal Code Regarding the City of Hobbs' Procurement Policy.

Resolution No. 6281 - Approving the City of Hobbs' Inventory Management Policy.

Commissioner Mullins seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes.

The motion carried. Copies of the resolution and documentation are attached and made a part of these minutes.

Discussion

Mayor Cobb stated he received a letter from the Eddy-Lea Energy Alliance (ELEA) requesting a letter of support for a global nuclear energy recycling program. He stated ELEA has been working with the United States Department of Energy to construct a nuclear plant located between Carlsbad and Hobbs, New Mexico. Mayor Cobb stated there could be substantial royalty in commissions if it is located at that location. He stated the location between Carlsbad and Hobbs is better suited than Jal or Tatum, New Mexico, because the Waste Isolation Pilot Plant (WIPP) is already located near that area.

Action Items

PUBLICATION: Consideration of Approval to Publish a Proposed Ordinance Amending Section 2.56.050 of the Hobbs Municipal Code Regarding Nepotism. Commissioner Mullins stated she has received numerous calls from her constituents regarding the proposed ordinance amending Section 2.56.050 of the Hobbs Municipal Code regarding nepotism and requested clarification. Ms. Nikki Sweet, Human Resources Director, stated with the growth of seasonal services offered by the City, restricting the hiring of qualified candidates who are related to the City Manager, Commissioners or Mayor to the third kindred has posed a hardship in filling vacant seasonal and temporary positions. Ms. Sweet stated the policy is being modified and applicants related within third kindred will no longer be excluded from employment in seasonal and temporary roles. Ms. Sweet added that applicants related to other employees who fall within the chain of command but are not related to the third kindred to the direct supervisor or the supervisor's supervisor will no longer be excluded from employment in seasonal and temporary roles.

In response to Commissioner Newman's question, Ms. Sweet stated third kindred includes great-grandparent, uncle/aunt, nephew/niece and great-grandchild.

In further reply to Commissioner Newman's question, Ms. Sweet stated based on the nature and duration of these positions, the modification of the nepotism policy will not cause a conflict of interest. She stated there are precautions taken, as an example, when an employee is a family member of the Commission and/or City Manager, the employee has to have at least two supervisors above them in the chain of command before it would come to the attention of the City Manager.

In reply to Commissioner Mullins' inquiry, Ms. Sweet stated the Commission does not have the authority to hire or fire City employees.

There being no further discussion, and no comments from the audience, Commissioner Boyd moved that the Commission publish notice of its intent to adopt the ordinance at a later date. Commissioner Mullins seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins 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.

Resolution No. 6282 - Approval of FY 15-16 Annual Lodgers' Tax Awards. Mr. Toby Spears, Finance Director, stated that on April 8, 2015, the Lodgers' Tax Board met and made recommendations to the Commission for awarding funds to various annual events for Fiscal Year 2016. He stated the March 31, 2015, cash balance for the Lodgers' Tax fund is as follows:

Security and Sanitation (15%)	\$ 0.00
Non-Profit/For Profit/Public Entity (20%)	\$ 316,578.99
City and County (40%)	\$ 224,959.10
Airline (25%)	\$ 415,882.86

Mr. Spears stated the 2016 budgeted lodgers' tax revenues are projected to be \$1,500,000.00.

As Commissioner Sena attempted to make a motion, Mayor Cobb stated he is not ready to accept a motion at this time but will first take questions and comments from the Commission and comments from the audience.

Mayor Cobb questioned the audience for those who would like to address the Commission regarding Lodgers' Tax. A number of audience members raised their hands. Mayor Cobb called on Mr. Gary Fonay, a former City Commissioner to speak.

Mr. Gary Fonay, representing the Western Heritage Museum, stated the Western Heritage Museum requested \$132,270.00 in Lodgers' Tax funds and was only recommended for an award of \$50,000.00 by the City Manager and the Lodgers' Tax Board. He stated of the \$50,000.00 recommended, \$37,500.00 is for the Titanic Exhibit which leaves a balance of \$12,500.00 for the remaining events. Mr. Fonay stated the Western Heritage Museum was previously awarded \$121,000.00 for eight

events. He requested that the Commission consider increasing the amount of the award to \$87,500.00.

In response to Commissioner Mullins' inquiry, Mr. Fonay stated that \$37,500.00 is for the Titanic Exhibit and the remaining funds of \$50,000.00 will be utilized for the other events.

Mr. Murphy stated that the total amount of all requests for Lodgers' Tax was \$2.6 million and the Lodger's Tax budget only contains \$1.5 million.

Commissioner Sena expressed appreciation to Mr. Fonay for his comments but stated he is comfortable with \$50,000.00 as recommended by the Lodgers' Tax Board.

Mr. Fonay stated the amount awarded to Western Heritage Museum could negatively affect the number of heads in beds.

Mr. Murphy stated that the Western Heritage Museum could spend the \$50,000.00 as they see fit.

Commissioner Boyd stated the Western Heritage Museum is a fine museum and hosts great events but the Commission must stay within the Lodgers' Tax budget.

Commissioner Buie stated it was recommended at the Lodgers' Tax meeting that the Western Heritage Museum could re-submit a funding request for individual events at a later time.

Commissioner Newman stated it is helpful when organizations submit event summaries on the outcome of the events as did the NMJC earlier in the meeting. He stated it gives the Commission a better idea of how many heads in beds an event brings to the community.

Commissioner Boyd stated the members of the Lodgers' Tax Board are appointed by the Mayor and give their time voluntarily. He added the Commission respects their award recommendations.

Mayor Cobb stated he will first ask for a motion for the request presented by Western Heritage Museum and if he does not receive a motion and second, he will then ask for a motion to approve the City staff and Lodgers' Tax Board recommendations.

In reply to Commissioner Calderón's inquiry, Mayor Cobb stated he did not accept Commissioner Sena's earlier motion.

Mayor Cobb requested a motion to increase the funding for Western Heritage Museum as requested. No motion was made.

Mayor Cobb then requested a motion for approval of the recommendations made by Lodgers' Tax Board and City staff as presented on the agenda. Commissioner Calderón moved that Resolution No. 6282 be adopted as presented. Commissioner Boyd seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins 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.

In response to Mr. Murphy's question about whether the vote was for the Western Heritage Museum or all of the requests, Mayor Cobb clarified that he first requested a motion to approve increased funding for the Western Heritage Museum and no motion was made. He then stated he requested a motion for approval of the recommendations made by the Lodgers' Tax Board and City staff as presented on the agenda and that motion was unanimously approved by the Commission. In answer to Mayor Cobb's question, Ms. Jan Fletcher, City Clerk, stated it was her understanding that Resolution No. 6282 was approved in its entirety. (**See Page 10 for Note/Clarification)

PUBLICATION: Consideration of Approval to Publish a Proposed Ordinance Amending Section 3.25.030 of the Hobbs Municipal Code Regarding Exempt Entities from the Capping Requirements. Mr. Mike Stone, City Attorney, stated the Hobbs Municipal Code exempts several entities from the funding cap requirements of social service agencies the City funds each year. He stated the annual cap is set at \$250,000.00 for up to 20 agencies. Mr. Stone stated organizations that are currently in the exempt status are Economic Development Corporation of Lea County, Hobbs Chamber of Commerce, Hobbs Hispano Chamber of Commerce and Hobbs Juneteenth Committee. He stated the Community Drug Coalition of Lea County (CDC) was exempt for three fiscal years, but is no longer an exempt agency under the ordinance. Mr. Stone stated this proposed amended ordinance will add the CDC as an exempt entity.

Mayor Cobb clarified that by adding the CDC to entities exempt from the capping requirements does not guarantee funding and the Commission would discuss funding amount at a later time. Mr. Stone agreed.

Commissioner Boyd stated the CDC has been working diligently on the drug problem in the community and he would not like to lose that progress. Commissioner Boyd moved that the Commission publish notice of its intent to adopt the ordinance at a later date.

Commissioner Sena stated he does believe in what the CDC stands for but thinks they should be classified as a social service agency opposed to an exempt entity.

Commissioner Mullins agreed with Commissioner Sena and stated the CDC was allowed to be an exempt entity for three years and there comes a time when it needs to be cut off as an exempt entity. She stated the CDC should be included within the group of agencies in the \$250,000.00 social service agency cap.

Mayor Cobb stated for FY 15-16, there was only \$28,000.00 left from the \$250,000.00 funding cap for social agencies awarded at the last Commission meeting.

Commissioner Sena stated the CDC was funded last year out of special projects and it could be funded out of that same account this year. Mr. Stone stated the Commission made an exception last year to fund the CDC from the special projects fund.

Mr. Murphy suggested the Commission could raise the funding cap of the social services fund in order to fund the CDC as a social service agency.

In reply to Commissioner Mullins' question, Mayor Cobb stated that the current agencies considered as exempt entities were voted on by ordinance of the Commission.

In reply to Commissioner Newman's question, Mr. Stone stated the proposed ordinance is for consideration of publication and if approved, it will be adopted at the May 18, 2015, Commission meeting.

Commissioner Buie seconded the motion.

Commissioner Mullins questioned why the African American Chamber of Commerce is not included in the list of exempt entities. Mayor Cobb stated that a Commissioner would need to make that recommendation to add another entity in order to change the ordinance.

There being no further discussion, the vote was recorded as follows: Newman yes, Sena no, Mullins 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.

Resolution No. 6283 - Authorizing a Memorandum of Understanding with the GEO Group for Training of Dogs from the City of Hobbs Animal Adoption Center to Meet the Highest Standards of a Household Pet. Mr. Enriquez stated the City of Hobbs Animal Adoption Center (HAAC) desires to implement the Second Chance Prison Pup Program in conjunction with the GEO Group. He stated this program is designed to house and train dogs to fully meet the highest standards of a household pet. Mr. Enriquez stated Mr. Jeff Wrigley, GEO Warden, is present in the audience. He stated Mr. Freddie Salgado, Community Engagement Representative, has been working with Mr. Wrigley on this program. Mr. Enriquez stated the Humane Society has also partnered with the City on this program. He gave special thanks and acknowledgment to Ms. Pat Huntley for volunteering to assist and oversee the Second Chance Prison Pup Program and to ensure its success.

Mr. Wrigley stated that he is excited to partner with the HAAC and Humane Society to implement the Second Chance Prison Pup Program. He stated he has enjoyed working with Mr. Salgado who is very professional. Mr. Wrigley recognized Lt. Tiffany Sexton with GEO, who will be the overall program coordinator, and stated she has been developing the policy and procedures for the program. He stated he has met with a coordinator with the State of Colorado prisons who have been very successful in a similar program.

Commissioner Boyd moved that Resolution No. 6283 be adopted as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins 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.

Consideration of Approval of RFP No. 476-15 for Design/Expansion of the Citywide Surveillance System and Recommendation to Accept Proposal from VIP Systems, Inc. Mr. Chris McCall, Police Chief, stated this is Phase 2 of the design/expansion

of the citywide surveillance system. He stated the goal of Phase 2 is to build on the successes of Phase 1 and deploy new systems within the City for an enhanced citywide security system.

In response to Commissioner Newman's question, Police Chief McCall stated he will be coordinating with VIP Systems to determine where the new surveillance systems will be installed. He stated some City facilities that are being considered are the Motor Vehicle Division, Teen Center, Senior Center, Rockwind Community Links, Lovington Hwy. Walking Trail, Green Meadows Lake, Ziaplex Baseball Complex, Bensing Park, MLK Soccer Complex and Prairie Haven Cemetery.

There being no further discussion, Commissioner Newman moved to approve the design/expansion of citywide surveillance system with VIP Systems, Inc, in the amount of \$750,000.00. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the agreement and supporting documentation are attached and made a part of these minutes.

**Note: Clarification on Resolution No. 6282. Mayor Cobb stated it has been brought to his attention there is some housekeeping related back to Resolution No. 6282 regarding approval of the FY 15-16 Annual Lodgers' Tax Awards. He stated there is a discrepancy and it is not clear if the vote was to approve the City Manager's recommendation or the Lodgers' Tax Board recommendation. Mayor Cobb stated the Board's recommendation for the Hobbs Chamber of Commerce is \$26,600.00 and the City Manager's is \$16,600.00 which is a difference of \$10,000.00.

In reply to Commissioner Sena's question, Mayor Cobb stated he will ask for a motion to approve the Lodgers' Tax Board's recommendation and if he does not receive a motion and second, then he will ask for a motion to approve the City Managers' recommendation.

Commissioner Buie moved that Resolution No. 6282 be adopted with the recommendations made by the Lodgers' Tax Board as presented. The motion died for lack of a second.

Commissioner Sena moved that Resolution No. 6282 be adopted with the recommendations made by the City Manager as presented. Commissioner Calderón seconded the motion and the vote was recorded as follows: Newman yes, Sena yes,

Mullins yes, Calderón yes, Buie no, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Consideration of Approval of Bid No. 1527-15 for East Sanger Sewer-Forcemain Extension Project 2015 and Recommendation to Accept Bid from J & H Services, Inc., in the Amount of \$355,582.34 Including NMGRT. Mr. Todd Randall, City Engineer, explained the bid and stated the East Sanger Sewer-Forcemain Extension Project 2015 is to furnish and install gravity sanitary sewer lines, forcemain and a lift station along East Sanger from Marland to Harris Streets. He stated it is the recommendation of staff to award the bid to J & H Services, Inc.

In response to Commissioner Sena's inquiry, Mr. Randall stated J & H Services, Inc., is from Albuquerque, New Mexico, and they have completed projects for the City in the past. He further stated J & H Services, Inc., has the best competitive price and is a proven and reputable contractor.

In reply to Mayor Cobb's question, Mr. Randall stated the sewer-forcemain extension project will be installed in the North side of East Sanger which is not City owned because it will be less expensive to service any new businesses that may move into the area. Mr. Randall stated new businesses will be required to reimburse the City to tie on.

In response to Commissioner Boyd's inquiry, Mr. Randall stated there is not an existing system in the area.

There being no further discussion, Commissioner Sena moved to accept the bid of J & H Services, Inc., in the amount of \$405,582.34 to furnish and install gravity sanitary sewer lines, forcemain and lift station along East Sanger from Marland to Harris. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the agreement and supporting documentation are attached and made a part of these minutes.

Consideration of Approval of Authorization Letter No. 2 for RFP No. 464-15 to Barker Rinker Seacat Architecture for Professional Architecture and Design Services for a New Health and Wellness Learning Center. Mr. Murphy explained the RFP and stated the City Commission awarded the Health Wellness & Learning Center (HWLC) professional designs services to Barker Rinker SeaCat Architecture (BRS)

for the schematic design services. He stated Phase II is the Design Development Phase. Mr. Murphy added that the City has incorporated a Construction Management at Risk (CMAR) as a construction method for this project. He stated this will allow for advertising and competitive selection of a potential general contractor to be brought on board as a team member with the Design Development Plans and Final Construction Plans. Mr. Murphy stated the selected general contractor would be a part of scheduled pre-construction meetings for each phase of design to bring both constructability knowledge and firm construction costs to ensure the project is within budget and that the building is sustainable, energy efficient and quality construction to reduce future operational and reoccurring costs to the community.

There being no discussion, Commissioner Sena moved to approve the professional architecture and design services for a new HWLC with BRS in amount of \$1,515,833.87. Commissioner Mullins seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the agreement and supporting documentation are attached and made a part of these minutes.

Resolution No. 6284 - Forming a Selection Committee for RFQ/RFP No. 477-15 CMAR Health and Wellness Learning Center. Mr. Murphy stated in accordance to the City's procurement ordinance, the Commission or designee shall form a selection committee in order to have representation from all funding partners. The selection committee for the HWLC will be made up of the following members:

City of Hobbs

Mayor Sam Cobb

J. J. Murphy

Toby Spears

Ronny Choate

Todd Randall

New Mexico Junior College

Dan Hardin

Hobbs Municipal Schools

T.J. Parks

J. F Maddox Foundation

Jim Maddox

Bob Reid

Design Team Representative

Matt Mulligan

In response to Mayor Cobb's inquiry, Mr. Murphy stated the Construction Manager at Risk (CMAR) will be involved from the very beginning of the construction of the HWLC. He stated the CMAR will ensure that the project is done correctly. Mr.

Murphy stated this is the first time the City will utilize a CMAR for a project but they are commonly used by other organizations.

In reply to Mayor Cobb's inquiry, Mr. Randall stated the Hobbs Municipal Schools is currently utilizing a CMAR for the new Murray Elementary School and the renovation of Broadmoor Elementary Schools.

In response to Commissioner Newman's inquiry, Mr. Murphy stated the City has the ability to shut down the HWLC project if gross receipts taxes decline.

Commissioner Sena moved that Resolution No. 6284 be adopted as presented. Commissioner Mullins seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins 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.

Consideration of Approval of a Professional Services Agreement with Pacific Rim, Inc., for Management and Operation of Rockwind Restaurant and Catering Service.

Mr. Stone explained the professional services agreement with Pacific Rim and stated the Commission awarded restaurant, food and beverage catering services at Rockwind Community Links to Pacific Rim, Inc., on March 15, 2015. Mr. Stone stated Pacific Rim will be the exclusive manager and operator of Rockwind restaurant and catering services, including all alcohol dispensed. He stated Pacific Rim will pay the City \$500.00 per month plus 5% of its gross sales as documented in its monthly gross receipts tax filing. Mr. Stone stated the City is entitled to sponsor up to three major events each year and will be entitled to 80% of the net income after Pacific Rim's pre-approved expenses for each major event. He further stated the City will provide additional start-up equipment and will require an additional \$37,500.00 for appliances. Mr. Stone stated Pacific Rim will be contributing in excess of \$75,000.00 in equipment, supplies and design work. He stated the term of the professional services agreement is for one year with options to renew for three additional one-year periods. Mr. Stone recognized Mr. Joe Yue, owner of Pacific Rim.

Mr. Yue stated he is not a golfer but he does walk around the course everyday and it is a very nice facility. He stated the name of the restaurant will be the "Rockwind Grill". Mr. Yue stated it will be very nice for golfers to sit around and eat and/or drink coffee. He stated it is time to move forward with the restaurant at Rockwind Community Links.

There being no further comments, Commissioner Boyd moved to approve the professional services agreement for management and operation of Rockwind restaurant and catering services with Pacific Rim, Inc. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the agreement and supporting documentation are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Mr. Murphy submitted a copy of the recent City Employee Engagement Survey to the Commission and requested the Commission to review the results of the survey. He stated other organizations normally receive 27% response from employees on Employee Engagement Survey; however, the City received 59% which is an increase of 6% from last year. Mr. Murphy stated the results are positive and he contributes that to the employee programs the Commission has supported and the family environment that has been created.

Commissioner Sena introduced Mr. Sammy Martinez who is an AP student from Houston Middle School.

Commission Mullins stated she participated in the Spring Community Clean-Up. She stated she worked alongside Hobbs Fire Department Station 2.

Mr. Murphy stated the Community Clean-Up was very successful and consisted of 60 individuals who collected 300 bags of trash.

Commission Buie stated he attended the West Texas/New Mexico Marathon which was very successful. He stated he also attended the dedication of the track constructed by New Mexico Junior College and was dedicated to "Ross Black". Commissioner Buie stated he is hoping for a National Tournament to be held at the new track.

Mayor Cobb thanked everyone for their attendance at tonight's meeting.

Adjournment

There being no further discussion or business, Commissioner Newman moved that the meeting adjourn. Commissioner Mullins seconded the motion. The vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. The meeting adjourned at 7:55 p.m.

JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk

Minutes of the work session of the Hobbs City Commission held on Monday, April 20, 2015, at 5:00 p.m. in the City Commission Chamber at City Hall, 200 East Broadway, Hobbs, New Mexico.

Mayor Cobb called the work session to order and welcomed everyone in attendance. The following were present:

Mayor Sam D. Cobb
Commissioner Marshall Newman
Commissioner Jonathan Sena
Commissioner Crystal Mullins
Commissioner Joseph D. Calderón
Commissioner Garry A. Buie

Absent: Commissioner John W. Boyd

Also present were Mr. J. J. Murphy, City Manager, Mr. Mike Stone, City Attorney, Ms. Jan Fletcher, City Clerk and Ms. Mollie Maldonado, Deputy Clerk. Other staff members and public were also present.

Mr. Toby Spears, Finance Director, reviewed the timelines for the City of Hobbs Fiscal Year 2016 and stated the Preliminary Budget will be presented to the Commission for approval on May 4, 2015; the Preliminary Budget submission to the New Mexico Department of Finance and Administration (DFA) is due on June 1, 2015; the Commission final approval is scheduled for July 20, 2015; and the final budget submission with carryovers and actual beginning cash balances is due to DFA on July 31, 2015.

Mr. Spears stated the General Fund revenue saw a decrease of 6% from \$78 million to \$73 million; the General Fund expenditure increased by 11% from \$70 million to \$78 million; and the General Fund transfer increased by 17% from \$9.4 million to \$11 million.

Mr. Spears stated the proposed full time employee (FTE) count is 492 for FY16 oppose to 508 for FY15. He stated the FTE count does not include seasonal employees which is calculated at four seasonal employees being equivalent to one FTE.

Mr. Spears explained the Revenue and Reserve Limits and stated the beginning budgeted cash balance is \$39,901,460.00; budgeted revenue \$72,823,823.00; budget transfer is (\$11,075,475.00); budgeted expenditures is (\$78,101,147.00); and with an ending budgeted cash balance of \$23,548,661.00. He stated the projected reserves is 30%. Mr. Spears displayed a five year trend in gross receipts tax (GRT) revenues. He stated the top three revenues are as follows: budgeted GRT at \$65 million; charges for services at \$3,404,100.00; and property taxes at

\$3,325,000 which is a total of \$72,823,823.00. Mr. Spears stated the overall budget revenue is a total of \$123,415,832.00, which is a down draw in reserves.

Mr. Spears explained the General Fund expenditures and overall fund expenditures and stated the total budgeted expenditures is \$138,862,188.00. He stated the total budgeted General Fund is \$78,101,147.00 of which the breakdown is as follows: Personnel and Benefits is \$34,000,122.00; Operating \$16,724,855.00; Capital Outlay is \$27,876,170.00; and transfer is \$11,075,475.00. Mr. Spears displayed the percentage of the General Fund expenditures and stated Parks and Recreation is 33% of the proposed budget, due to the Health Wellness and Learning Center (HWLC) and the Taylor Ranch project.

Mr. Spears reviewed the General Fund Carryovers/Cash Flow Back/Capital Outlay and stated the projected cash flow back is \$18,745,157.00.

Mr. Spears explained the Salary and Benefits and stated the salary and benefits for FY16 is \$40,472,797.00. He stated the assumption is there will be an increase in salaries of 5%; an increase in health insurance premiums of 5%; and no change in workers' compensation.

In reply to Mayor Cobb's question, Mr. Spears stated the overall increase in health insurance is 10%, of which employee and employer would have to share the increases.

Mr. J. J. Murphy, City Manager, stated the City's portion of the health insurance cost is 75% and employee's portion is 25%. He stated the increase is attributed to the Affordable Care Act put into law by the Obama's administration.

Mr. Spears explained the Enterprise Funds and stated the total projected flow back is \$3,238,844.00; FTE count is 55; the total budgeted expenditures is \$24,437,667.00; and the total budgeted revenues is \$21,975,457.00. He stated the transfer in the Infrastructure Tax Capital fund (1/8th) is \$3,200,00.00 and the transfer out is (\$2,360,028.00).

Mr. Spears stated the FY15-16 Preliminary Budget entails a lot of information and will be presented to the Commission at the May 4, 2015, Commission meeting.

Mr. Spears thanked Ms. Deb Corral, Assistant Finance Director, for the creation of the FY15-16 Preliminary Budget.

Mr. Murphy expressed appreciation to the Commission for being involved in the staff's budget meetings. He stated he stands for direction from the Commission on the FY15-16 Preliminary Budget.

In response to Commissioner Newman's inquiry, Mr. Spears stated the upcoming GRT check will be received on May 15, 2015.

Mr. Spears stated the City will close out the FY15 Budget and the Commission can look at the FY16 Budget again and make any recommendations and changes before the final approval. Mr. Murphy agreed.

Mayor Cobb stated the HWLC was included in the FY16 Budget because there are stricter timelines for the project and the Taylor Ranch project can be reviewed at mid-year for funding consideration.

In reply to Commissioner Sena's question, Mr. Todd Randall, City Engineer, stated the City is coordinating with a developer to develop drainage to North Hobbs to offset some of the flooding areas. He stated the City does not recommend mixing storm water in the proposed Taylor Ranch lake because it will pollute the lake.

Commissioner Newman expressed appreciation for the individual budget meetings with City staff.

There being no further discussion by the Commission, the meeting adjourned at 5:35 p.m.

JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 5-4-15

SUBJECT: Resolution Authorizing the Mayor to Make An Appointment to The Library Board.

DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: 4-24-15
SUBMITTED BY: Sam D. Cobb, Mayor

Summary:

The Mayor would like to appoint Robin Needham to the Library Board to fill the expired term of Jeanne Burcham.

This term will expire March 31, 2017.

Fiscal Impact:

There is no effect on the current year budget.

Reviewed By: _____
Department

Attachments:

Resolution

Legal Review:

Approved As To Form: M. H. Stee
City Attorney

Recommendation:

Motion to approve Resolution.

Approved For Submittal By:

Department Director
J. J. [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. 6285

A RESOLUTION AUTHORIZING THE MAYOR
TO MAKE AN APPOINTMENT TO THE LIBRARY BOARD

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to appointment Robin Needham to the Library Board to serve a two year term expiring March 31, 2017.

PASSED, ADOPTED and APPROVED this 4th day of May 2015.

JOSEPH D. CALDERÓN, Mayor Pro-Tem

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 4, 2015

SUBJECT: MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT
Project No. MAP-7625(909) Control # HW2 L200160
DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: April 28, 2015
SUBMITTED BY: Todd Randall, City Engineer

Summary:

The purpose of the Municipal Arterial Program Cooperative Agreement between the City of Hobbs and the New Mexico Department of Transportation is for the Grimes Street Improvements Project that will consist of minor road reconstruction and resurfacing.

The MAP Grant amount is \$219,817. The total Department share is 75% and the COH share is 25%.

The grant agreement states that the agreement terminates on June 30, 2015. The City would like to coordinate this grant project with College Lane and Grimes intersection improvement that will begin in the summer and not conflict with College Lane Elementary. At this time, staff would like to request a six month extension for the grant agreement to allow the College Lane intersection improvements prior to the roadway surfacing project.

Fiscal Impact:

Reviewed By: _____

Finance Department

FY2015 Project Budget \$600,000 (48-4048-44901-00189)
Project No. MAP-7625(909)
Grant Amount: \$219,817.00 (75%)
In-Kind / Cash: \$ 73,272.00 (25%) (Required Match)

Attachments: Resolution

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

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: _____
File No. _____
Denied

CITY OF HOBBS

RESOLUTION NO. 6286

A RESOLUTION AUTHORIZING THE MAYOR TO EXTEND THE TERM OF A
GRANT AGREEMENT WITH THE STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION FOR
PROJECT NO. MAP-7625(909)

WHEREAS, the NMDOT awarded the City of Hobbs \$219,817 in MAP project funding and the City entered into a cooperative project agreement entered October 11, 2013.

WHEREAS, the City of Hobbs wishes to retain grant funding and extend the expiration date on the MAP project grant agreement by 6 months.

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 request on behalf of the City of Hobbs, a MAP cooperative project agreement extension with the State of New Mexico Department of Transportation for Project No. MAP-7625(909), Control No. HW2 L200160.

AND BE IT FURTHER RESOLVED, that the City of Hobbs shall accept responsibility for the Project, assume the lead role in design development and construction of the Project; agrees to the terms, conditions, and certification and reporting requirements of the MAP cooperative project agreement; and assumes ownership, liability and maintenance responsibilities for the scope to support the Project.

PASSED, ADOPTED AND APPROVED this 4th day of May, 2015.

JOSEPH D. CALDERON, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 4, 2015

SUBJECT: RESOLUTION TO APPROVE AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN OAK MANOR, HOBBS, NM, LLC AND THE CITY OF HOBBS DATED APRIL 7, 2014.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: April 27, 2015
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The City of Hobbs Commission approved a Development Agreement with Oak Manor Hobbs, NM, LLC on April 7, 2015, the term of which is one (1) year from the date of ratification. The Developer has received a 60 day grant of extension from the City Manager in accord with the Development Agreement, requiring all units to receive CO's prior to June 6, 2015. The Developer has requested that the Agreement hereby be extended to September 30, 2015.

The property, located northeast of College Lane & Bensing, is being developed as market rate multi-family units, comprised of 15 structures containing a total of 60 units with a combined heated and cooled square footage of 79,965. The incentive funds supporting this project have been allocated, and units eligible for an incentive must receive a Certificate of Occupancy prior to receiving the incentive. The existing Development Agreement was adopted using the following criteria:

- 1. Incentive not to exceed \$10.00sq north of Sanger or \$20.00sq south of Sanger (living area only)
2. Incentive not to exceed \$10,000.00 per unit
3. Incentive not to exceed \$181.00 per lineal front footage of complete public infrastructure; and
4. Incentive not to exceed \$500,000.00 per Agreement.

The developer will be installing 3,264' +/- of complete public infrastructure and the DA is for \$500,000.00 in incentives or \$6.25 per square foot of living space, \$8,333.33 per unit and \$153.19 per lineal front footage. The Resolution amends the existing Development Agreement with Oak Manor Hobbs, NM, LLC extending the term to September 30, 2015.

Fiscal Impact: Reviewed By: [Signature] Finance Department

This resolution would not incur an additional expense to the City as funds have already been encumbered.

Attachments: Resolution, request from Oak Manor Hobbs, NM, LLC.

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

Recommendation: Staff recommends consideration to approve the Resolution to amend the Development Agreement.

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. 6287

A RESOLUTION TO AMEND THE DEVELOPMENT AGREEMENT BETWEEN OAK MANOR, HOBBS, NM, LLC AND THE CITY OF HOBBS DATED APRIL 7, 2014.

WHEREAS, the City of Hobbs has entered into a Development Agreement with Oak Manor Hobbs, NM, LLC dated April 7, 2014; and

WHEREAS, the aforementioned Development Agreement's initial term is for One (1) year from ratification; and

WHEREAS, the City Commission finds that amending the aforementioned Development Agreement to extend the term to September 30, 2015 is in the best interest of the City of Hobbs.

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

1. The City of Hobbs hereby approves the amending of the Development Agreement extending the term to September 30, 2015, all other provisions within the Development Agreement shall remain the same.

2. That City staff and officials are authorized to do any and all deeds necessary to carry out the intention of this Resolution.

PASSED, ADOPTED AND APPROVED this 4th day of May, 2015

JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk

Kevin Robinson

From: Fritz Van Nest <fritz@whiteoakdevelopment.net>
Sent: Wednesday, April 22, 2015 4:21 PM
To: Kevin Robinson
Subject: Re: Oak Manor Villas- Incentive Agreement extension

Kevin,

The City of Hobbs and our company Oak Manor Hobbs, NM, LLC entered into a Development Agreement dated April 7, 2014 concerning the extension of municipal infrastructure required to support the creation of single family housing units. That agreement expires June 6, 2015. I formally request the city extend the expiration date to September 30, 2015.

Oak Manor Villas consists of 20-4 plex buildings on 20 separate lots with a total of 80 units. Construction continues to move along, to date we are framing on 16 buildings and have sheetrock completed in the first four buildings. All municipal infrastructure is complete, inspected and city approved. I have attached a construction schedule from my contractor which shows the last building complete by mid September. We have pushed to get this done within the year time frame spelled out in the development agreement but due to bad weather, labor problems and the size and scope of the project it has taken us a little longer than we anticipated.

Also we have had a high demand from the public for pre-leasing the units and to date we have 30 signed leases. We believe that we will be completely leased up with a waiting list by the end of construction. From what we are seeing there is still a housing shortage in Hobbs. Should you have any questions or need any other information please contact me.

Thanks

Fritz

On Apr 22, 2015, at 9:39 AM, Kevin Robinson wrote:

Send me electronically a request to extend the DA to September 30, 2015.

Thanks,

Kevin Robinson

City of Hobbs

Planning Department

Office: (575)-391-4111

Cell: (575)-441-4360



CITY MANAGER

200 E. Broadway St.
Hobbs, NM 88240

575-397-9206 bus
575-397-0379 fax

City of Hobbs, New Mexico

February 4, 2015

Oak Manor Hobbs, NM, LLC
Attn: Fritz Van Nest
5101 Wheelis Dr., Suite 310
Memphis, TN 38117

Dear Mr. Van Nest:

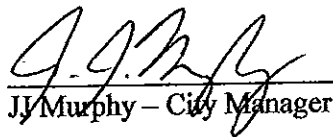
The City of Hobbs Commission passed Resolution #6130 on April 7, 2014, approving a Development Agreement with your company, Oak Manor Hobbs, NM, LLC, concerning the extension of municipal infrastructure required to support the creation of single family housing units. The agreement terms require the development to be complete with Certificates of Occupancy issued on all units within 365 days of execution of the Agreement. Additionally, the Agreement allows a onetime 60 day administrative extension for projects producing 60 units. Granting of this onetime extension would push the Agreement date to June 6, 2015.

Please accept this correspondence as an administrative 60 day extension of that Development Agreement dated April 7, 2014 and approved by the City of Hobbs Commission as per Resolution #6130. All units receiving Certificates of Occupancy prior to the extended termination date of June 6, 2015, may receive municipal reimbursement as per the terms of the Development Agreement.

Thank you for your cooperation.

Sincerely,

CITY OF HOBBS, NEW MEXICO


JJ Murphy - City Manager

CITY OF HOBBS

RESOLUTION NO. 6130

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN OAK MANOR HOBBS, NM, LLC, AND THE CITY OF HOBBS CONCERNING THE DEVELOPMENT OF MARKET RATE MULTI-FAMILY HOUSING LOCATED WITHIN OAK MANOR SUBDIVISION.

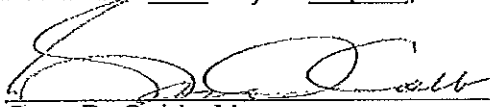
WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Oak Manor Hobbs, NM, LLC concerning the development of market rate multi-family housing; and

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

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

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

PASSED, ADOPTED AND APPROVED this 7th day of April, 2014.



Sam D. Cobb, Mayor

ATTEST:



Jan Fletcher, City Clerk



**HOUSING DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HOBBS AND DEVELOPER
OAK MANOR HOBBS, NM, LLC**

THIS AGREEMENT is entered into on this 7th day of April 2014 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Oak Manor Hobbs, NM, LLC, a Texas Limited Liability Corporation, 5101 Wheelis Dr., Suite 310, Memphis, TN 38117, (hereinafter "Developer") for the purpose of completing Housing Developer Services to be provided to the City.

RECITALS:

** The City requires to contract with a Housing Development Company to provide services for providing Market Rate Housing to the City and Citizens of Hobbs, New Mexico.

** Developer has submitted a written proposal dated March 20, 2014 to the City to complete the required Housing Developer Services work for 15 individual structures comprised of 60 market rate multi-family rental units located within Oak Manor Subdivision (pending final plat approval).

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

A. Work To Be Performed.

1. The Developer shall furnish to the City its Professional Housing Developer Services for certain work regarding the Hobbs Market Rate Housing Project. All work completed under this agreement shall be pursuant Developer's proposal, which is attached hereto and made a part of this Agreement as Exhibit #1, to the extent that its provisions are not inconsistent with applicable laws. Said document is attached hereto and made a part of this agreement.

2. Developer shall furnish to City its professional Housing Developer Services as provided by this Agreement. The specific duties include all assistance as necessary to produce and operate Market Rate Housing Development in Hobbs. The Developer shall build a 60 Units of market rate rental housing on the property identified in the Developer's Proposal.

3. Specific activities required are to provide privately owned real property in the City including designing, building and operating market rate housing projects. For proposals deemed to best meet the needs of the City, the City shall provide financial incentives to assist with financing those housing development proposals. The City's participation may include any or all of the following funding assistance from the City:

a) The City shall provide funding to the developer for furnished publicly owned infrastructure to be dedicated to the City of Hobbs with this project, including but not limited to streets, curbing, drainage facilities, landscaping, sidewalk, and utilities. Wherever possible, the cost of the infrastructure to be designed and installed by the developer shall be established at pre-approved city prices, on a per unit basis by the City Engineer.

Specific infrastructure to be the subject of this Development Agreement is detailed as follows:

Type of Infrastructure Project:

1. Water Utility Extensions
2. Sewer Utility
3. Street Extensions
4. Street or Driveway work access
5. Drainage Construction
6. Utility Taps
7. Engineering & Survey
8. Other _____

Based on quantities of required publicly owned infrastructure installed with the project, the City Engineer shall determine if the value of the infrastructure is adequate as an equal exchange of value for the amount of City subsidy contributed to the housing project. The City Engineer shall resolve any issues concerning value or extent of infrastructure and amount of square footage of constructed housing units. Specifically, the City Engineer will determine the value or unit costs of the publicly owned infrastructure according to the City of Hobbs Annual Pavement/Concrete Work Program, Contract #1430-09, as updated or amended; and the City of Hobbs Annual Utility Work Program, Contract #1442-09, as updated or as amended.

The City will also reimburse a developer if the selected housing site(s) has previously developed infrastructure recently completed within the period since January 1, 2006.

b) Cash payments to the Developer shall be paid by the City on a square foot unit basis, and per Developer's proposal, based on the following maximum subsidy schedule:

The total City subsidy or cost is allowed is an amount not to exceed \$10.00 per each square foot (SF) of finished, heated and cooled living space per each dwelling unit to be constructed, as this project site is NORTH of Sanger Street.

During the construction process, the City Engineer may determine that the value of the publicly owned dedicated infrastructure on a project is less than the value of the City subsidy proposed to be contributed to the housing project pursuant to this Agreement, based on quantities of required publicly owned infrastructure installed with the project. In such an instance, the City Engineer may authorize payment of only a portion of the total subsidy originally allocated to the project by the City Commission.

c) Payment For Services.

1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details and the Developer's proposal, as shown herein. Payment will not be made by the City until the construction of the project has been received and accepted by the City as being in compliance with the plans and City specifications, based on this Agreement.

2) The total compensation to be paid to the Developer during the term of this

Agreement shall not exceed Five Hundred Thousand Dollars (\$500,000.00), unless the Agreement is amended by the City Commission.

3) City subsidy shall be paid when the project is complete and certificate of occupancy is issued (pending final plat approval). Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion. The Developer may request a separate payment for each separate building within a housing complex as each separate building is issued a certificate of occupancy.

d) Program Features and Requirements are detailed herein.

1) The Minimum Project Development Size is 4 housing units in any single location. The minimum density shall be 10 housing units per acre, more or less, not including public street or private access streets. Each approved project must be fully served by infrastructure. Subsidy of privately owned on-site infrastructure is not permitted.

2) Infrastructure will be funded only for Rental Housing Projects. Infrastructure to serve new site built single family housing for sale to individual owners does not qualify for City funding.

3) The City will require that the project site receive final plat approval. No future subdivision of land will be approved on such a tract if the subdivision splits out a single housing unit from an attached building complex.

e) Construction Requirements:

1. Construction shall be of energy-efficient design per New Mexico Energy Conservation Code 2009, utilizing either stucco or brick on the exterior of all buildings. Landscaping to meet minimum City Landscaping standards will be required.

f) Performance Schedule of Actions Required of the Developer. Following are general guidelines of milestones or target dates for significant work items to begin. Specific dates established below which are firm dates not to be missed are 1) the date of completion at Day 365. Nothing prohibits the Developer from starting or finishing these activities earlier than the dates following.

Day 1	Development Agreement approved by City and Executed by all parties.
Day 15	Developer submits draft Site Plan to City
Day 30	Developer complete construction financing.
Day 45	Developer receives clear title to the housing site Property.
Day 45	Developer submits Preliminary Design and Building Plans and elevations of all buildings on site, and Final Site Plan to City.
Day 70	Developer submits final Design and Building Plans.
Day 75	Developer complies with City Building Code and receives City Building Permit..
Day 80	Site grading complete. Survey started on building locations. Plumbing & Utility work started. Foundations and footers started. (Site Grading on or before 120 days)

- Day 100 Framing crews start.
Day 250 Project is "dried-in" with finished roofing, and all doors and windows installed, and exterior finishes completed.
Day 365 Project 100% completed. The City Manager may grant a one-time sixty (60) day extension for projects containing more than sixty (60) units.

B. Assignment of Agreement.

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

C. Insurance Requirements and Hold Harmless Provision.

1. Developer agrees to obtain and maintain appropriate insurance during the course of the work program with the City of Hobbs, as follows, and shall indemnify and hold harmless City, its employees, agents, officers and officials from any and all claims, losses, causes of action, and/or liabilities resulting from the conduct, negligence, errors or omissions of Developer or any employee or agent of Developer while engaged in performing the services called for herein. Developer will provide a current Certificate of Insurance to be attached to this agreement, with the City of Hobbs as shown as an additional insured party.

2. The Developer shall maintain insurance coverage for General Liability, Automobile Liability, Errors and Omissions Insurance, and Workers' Compensation, subject to review and approval of the City Attorney.

D. Governing Law and Provisions

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

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

E. Final Payment and Release of Claims.

1. Developer, upon final payment of all amounts due under this Agreement, releases the City

and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

2. City, upon Developer's final completion of all work items and covenants required of the Developer under this Agreement, shall release the Developer from all liabilities, claims and obligations whatsoever arising from or under this Agreement, on the day that is one (1) year following the date of the City's issuance of a final certificate of occupancy on the Project.

F. Amendments.

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

G. Breach.

1. The following events constitute a breach of this Agreement by Developer:
 - a) Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
 - b) Developer's failure to complete design plans and obtain a City Building Permit within the initial one hundred twenty (180) day period following the execution of this Agreement.
 - c) Developer's failure to complete the construction of the entire project within the initial Three hundred sixty five (365) day period following the execution of this Agreement.
2. The following events constitute a breach of this Agreement by City:
 - a) City's failure to process and complete the review of the design and construction plans, following complete submittal of all required documents, or the failure to issue a Building Permit so that Developer's project is unreasonably delayed.
 - b) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

H. Remedies Upon Breach.

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

Initial one hundred twenty (180) day period following the execution of this Agreement, this Agreement shall be automatically terminated.

4. If Developer fails to complete the construction of the entire project within the Initial Three hundred sixty five (365) day period following the execution of this Agreement, the City shall file a lien on the Developer's property equal to 150% of the amount of all prior cash payments made by the City to the Developer pursuant to this Agreement. The City Manager may grant a one-time sixty (60) day extension of the completion date for projects containing more than sixty (60) units.

I. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN: Oak Manor Hobbs, NM, LLC, a Texas Limited Liability Corporation, 5101 Wheelis Dr., Suite 310, Memphis, TN 38117, and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

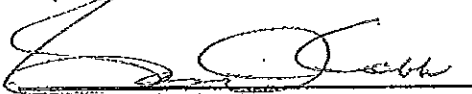
J. Entire Agreement.


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

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

City of Hobbs

Developer - Oak Manor Hobbs, NM, LLC


By: Sam D. Cobb, Mayor

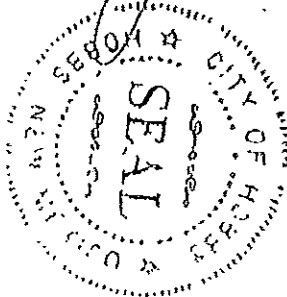

By:

ATTEST:

APPROVED AS TO FORM:


JAN FLETCHER, City Clerk


Mike H. Stone, City Attorney





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 4, 2015

SUBJECT: RESOLUTION APPROVING THE VACATION OF A PORTION OF ARIZONA AVENUE AND ALLEYWAYS LOCATED BETWEEN BLOCK 1 AND BLOCK 4 OF CAMINO DEL NORTE SUBDIVISION, AND REPLATTING THE SAME, LOCATED WITHIN THE EXTRA-TERRITORIAL PLATTING JURISDICTION OF THE CITY OF HOBBS.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: April 27, 2015
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: James E. Noguess is requesting the vacation of a portion of Arizona Avenue located between Block 1 and Block 4 of Camino Del Norte Subdivision. Pending approval of the vacation the properties are proposed to be replated allowing each newly created property access to developed roadways. This vacation lies within the extra-territorial platting jurisdiction of the municipality, the Lea County Planning & Zoning Board approved the vacation and replat at the April 14, 2015 regular meeting.

The City of Hobbs Planning Board reviewed this issue on April 21, 2015 and voted 5 to 0 to recommend approval.


Fiscal Impact:

Reviewed By: 
Finance Department

This vacation is outside of the Corporate Boundaries; therefore, the City will not receive compensation.

Attachments: Resolution, Vacation Plat, Replat and Planning Board Minutes.

Legal Review:

Approved As To Form:

City Attorney

Recommendation:

Consideration to Approve the Resolution approving the Vacation Plat, as recommended by the Planning Board.

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. 6288

A RESOLUTION APPROVING THE VACATION OF A PORTION OF ARIZONA AVENUE AND ALLEYWAYS LOCATED BETWEEN BLOCK 1 AND BLOCK 4 OF CAMINO DEL NORTE SUBDIVISION, AND REPLATTING THE SAME, LOCATED WITHIN THE EXTRA-TERRITORIAL PLATTING JURISDICTION OF THE CITY OF HOBBS.

WHEREAS, James E. Noguess is requesting the vacation of a portion of Arizona Avenue located between Block 1 and Block 4 of Camino Del Norte Subdivision; and

WHEREAS, the Vacation Plat was then reviewed and recommended for approval by the City of Hobbs Planning Board at the April 21, 2015 meeting; and

WHEREAS, the City Commission has determined that the abandonment of the street and alley right-of-way will not adversely affect the interests or rights of persons in contiguous territory or within the subdivision and the title of those lands in the vacated area may be transferred in fee simple to the owner of the adjacent lots thereto.

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

1. The City of Hobbs hereby approves the Vacation Plat as attached hereto and made a part of this Resolution.

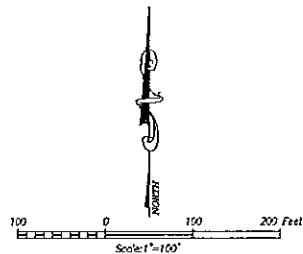
2. The City officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

PASSED, ADOPTED AND APPROVED this 4th day of May, 2015.

JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk



NOTE

1) BEARINGS SHOWN ARE BASED ON THE PLAT OF CAMINO DEL NORTE SUBDIVISION, LEA COUNTY, NEW MEXICO, FILED MAY 10, 1958, IN BOOK 134, ON PAGE 231, IN THE OFFICIAL RECORDS OF LEA COUNTY, NEW MEXICO.

2) UTILITY LOCATIONS SHOWN ARE FROM FIELD SURFACE OBSERVATIONS.

LEGEND

- - DENOTES FOUND 1/2" STEEL ROD
- - DENOTES FOUND 1/2" STEEL ROD BY/ON MARKED PG 5511
- ⊕ - DENOTES UTILITY POLE
- — — — — DENOTES 3 WIRE OVERHEAD ELECTRIC LINE
- — — — — DENOTES 4 WIRE OVERHEAD ELECTRIC LINE
- X — X — DENOTES FENCE LINE

CERTIFICATE OF APPROVAL BY THE LEA COUNTY PLANNING & ZONING BOARD

BE IT KNOWN THAT THIS PLAT OF EXISTING ROADS AND ALLEYS WITHIN THE CAMINO DEL NORTE SUBDIVISION, LEA COUNTY, NEW MEXICO, WAS SUBMITTED TO THE LEA COUNTY PLANNING AND ZONING BOARD, ASSEMBLED AT A MEETING ON THE _____ DAY OF _____, 2015 A.D., AND THE VACATIONS AS SHOWN IN THE ATTACHED PLAT WERE THEREBY APPROVED AND ACCEPTED BY A MAJORITY OF THE BOARD.

ATTEST:

KALLE WINDSOR, CHAIRMAN PAT CHAPPELLE, COUNTY CLERK

ACKNOWLEDGMENT

STATE OF NEW MEXICO
COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2015 A.D., BY KALLE WINDSOR AND PAT CHAPPELLE.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

CERTIFICATE OF APPROVAL BY THE LEA COUNTY COMMISSION

STATE OF NEW MEXICO
COUNTY OF LEA

BE IT KNOWN THAT THE PLAT OF THE STREET AND ALLEY LOCATED IN BLOCKS 1 AND 4, CAMINO DEL NORTE SUBDIVISION, WAS SUBMITTED TO THE BOARD OF LEA COUNTY COMMISSIONERS OF LEA COUNTY, NEW MEXICO, ASSEMBLED AT A MEETING ON THE _____ DAY OF _____, 2015 A.D., THE STREET AND ALLEY VACATION, AS SHOWN ON SAID PLAT WAS THEREUPON APPROVED AND ACCEPTED BY A MAJORITY OF THE MEMBERS OF THE BOARD.

IN WITNESS WHEREOF, THE BOARD OF LEA COUNTY COMMISSIONERS OF LEA COUNTY, NEW MEXICO, HAS CAUSED THIS INSTRUMENT TO BE SIGNED ON ITS BEHALF BY ITS CHAIRMAN AND ATTESTED TO BY THE COUNTY CLERK OF LEA COUNTY, NEW MEXICO, ON THIS _____ DAY OF _____, 2015 A.D.

ATTEST:

GREGORY HUGH FLUFER, CHAIRMAN PAT CHAPPELLE, COUNTY CLERK

**STREET AND ALLEY VACATION
LOCATED IN BLOCKS 1 AND 4, CAMINO DEL NORTE SUBDIVISION,
LEA COUNTY, NEW MEXICO**

DESCRIPTION OF VACATED ALLEY, BLOCK 1:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, CAMINO DEL NORTE SUBDIVISION, LEA COUNTY, NEW MEXICO, AND A POINT ON THE EAST RIGHT OF WAY LINE OF TOMLINSON STREET, THEN S89°58'E A DISTANCE OF 589.00 FEET TO THE SOUTHEAST CORNER OF LOT 5, BLOCK 1, OF SAID SUBDIVISION AND A POINT ON THE WEST RIGHT OF WAY LINE OF LEWELLEN STREET; THEN S00°03'W ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF LOT 6, BLOCK 1, OF SAID SUBDIVISION; THEN N89°58'W A DISTANCE OF 589.00 FEET TO THE NORTHWEST CORNER OF LOT 10, BLOCK 1, OF SAID SUBDIVISION AND A POINT ON THE EAST RIGHT OF WAY LINE OF TOMLINSON STREET; THEN N00°03'E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.27 ACRES MORE OR LESS.

DESCRIPTION OF ARIZONA STREET ADJACENT TO BLOCK 1 AND BLOCK 4:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 10, BLOCK 1, CAMINO DEL NORTE SUBDIVISION, LEA COUNTY, NEW MEXICO, AND A POINT ON THE EAST RIGHT OF WAY LINE OF TOMLINSON STREET, THEN S89°58'E A DISTANCE OF 589.00 FEET TO THE SOUTHEAST CORNER OF LOT 6, BLOCK 1, OF SAID SUBDIVISION AND A POINT ON THE WEST RIGHT OF WAY LINE OF LEWELLEN STREET; THEN S00°03'W ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF LOT 5, BLOCK 4, OF SAID SUBDIVISION; THEN N89°58'W A DISTANCE OF 589.00 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 4, OF SAID SUBDIVISION AND A POINT ON THE EAST RIGHT OF WAY LINE OF TOMLINSON STREET; THEN N00°03'E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.81 ACRES MORE OR LESS.

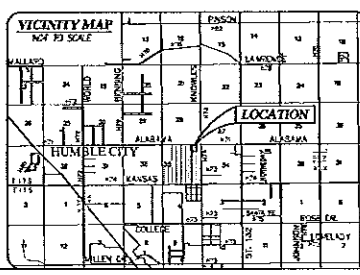
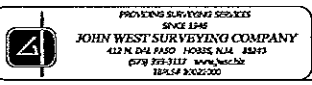
DESCRIPTION OF VACATED ALLEY, BLOCK 4:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 4, CAMINO DEL NORTE SUBDIVISION, LEA COUNTY, NEW MEXICO, AND A POINT ON THE EAST RIGHT OF WAY LINE OF TOMLINSON STREET, THEN S89°58'E A DISTANCE OF 589.00 FEET TO THE SOUTHEAST CORNER OF LOT 5, BLOCK 4, OF SAID SUBDIVISION AND A POINT ON THE WEST RIGHT OF WAY LINE OF LEWELLEN STREET; THEN S00°03'W ALONG SAID WEST RIGHT OF WAY LINE A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF LOT 6, BLOCK 4, OF SAID SUBDIVISION; THEN N89°58'W A DISTANCE OF 589.00 FEET TO THE NORTHWEST CORNER OF LOT 10, BLOCK 4, OF SAID SUBDIVISION AND A POINT ON THE EAST RIGHT OF WAY LINE OF TOMLINSON STREET; THEN N00°03'E ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.27 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, GARY G. EDSON, NEW MEXICO PROFESSIONAL SURVEYOR No. 12641, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MAXIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GARY G. EDSON
DATE: _____



Donna Vinton 2014/11/10/60 Jane Agness
Book 1 and 4 2-2015 Del Norte Subd

JWSC File No.: D-1170A
Survey Date: 9/23/14 Date: 3/16/15

LEA COUNTY SEAL

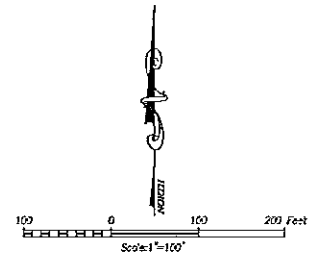
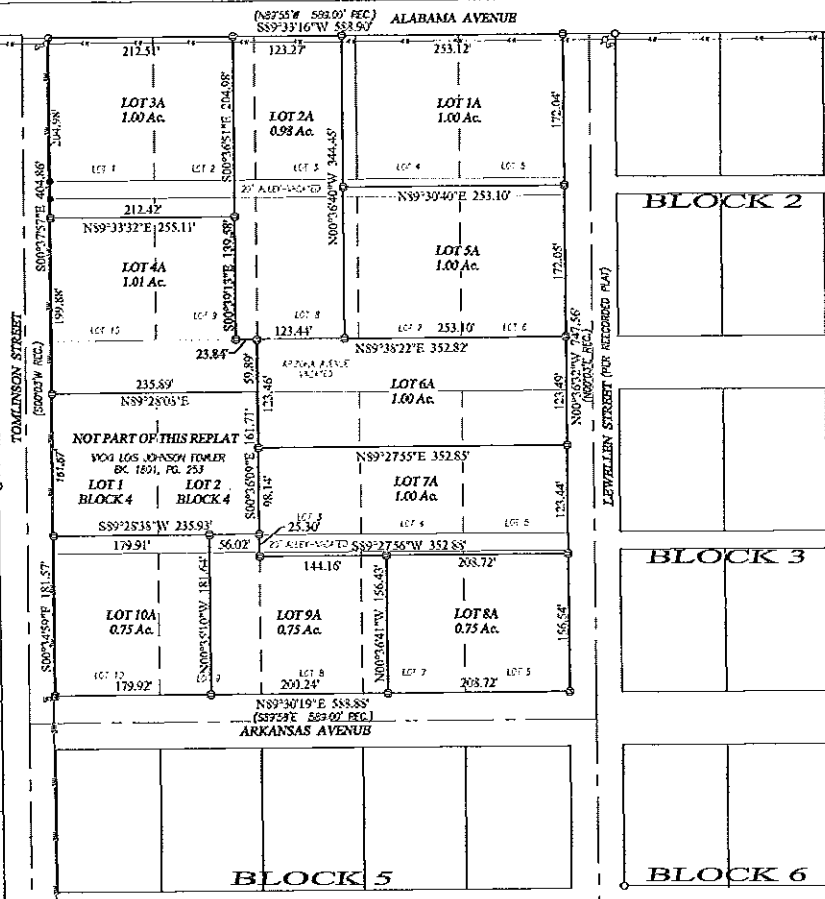
STATE OF NEW MEXICO
COUNTY OF LEA
FILED

PRELIMINARY

This document shall not be recorded
for any purpose and shall not be
used or viewed or relied upon as a
final survey document.

Page _____ of _____
Book _____
By _____, County Clerk
Date: _____

NAUVOO RANCH SUBDIVISION



NOTE

1) MEASURED BEARINGS SHOWN HEREON ARE MERCATOR GRID AND CONFORM TO THE NEW MEXICO COORDINATE SYSTEM "NEW MEXICO EAST ZONE" NORTH AMERICAN DATUM 1983. DISTANCES ARE SURFACE VALUES.

2) RECORD BEARINGS, IN PARENTHESES, SHOWN AS (REC.) HEREON ARE RELATIVE TO THOSE BEARINGS DESCRIBED ON THE PLAT OF CAMINO DEL NORTE SUBDIVISION, LEA COUNTY, NEW MEXICO, FILED MAY 19, 1958, IN BOOK 134, ON PAGE 231, IN THE OFFICIAL RECORDS OF LEA COUNTY, NEW MEXICO.

3) UTILITY LOCATIONS SHOWN ARE FROM FIELD SURFACE OBSERVATIONS.

LEGEND

- ⊗ - DENOTES SET 1/2" STEEL ROD W/ CAP W/ "NSC P.S. 1261"
- - DENOTES ROUND 1/2" STEEL ROD
- - DENOTES ROUND 1/2" STEEL ROD W/ CAP W/ "NSC P.S. 1261"
- ⊕ - DENOTES UTILITY POLE
- — — — — DENOTES 3 WIRE OVERHEAD ELECTRIC LINE
- — — — — DENOTES 4 WIRE OVERHEAD ELECTRIC LINE

CERTIFICATE OF APPROVAL BY THE LEA COUNTY PLANNING & ZONING BOARD

BE IT KNOWN THAT THE PLAT OF EXISTING TRACTS WITHIN THE CAMINO DEL NORTE SUBDIVISION, CONSISTING OF LAND REPLATED AS PROVIDED IN LEA COUNTY, NEW MEXICO, WAS SUBMITTED TO THE LEA COUNTY PLANNING AND ZONING BOARD, ASSEMBLED AT A MEETING ON THE _____ DAY OF _____, 2015 A.D., AND THE REPLAT AS SHOWN IN THE ATTACHED PLAT WAS THEREBY APPROVED AND ACCEPTED BY A MAJORITY OF THE BOARD.

ATTEST:

_____ KALLE WINDSOR, CHAIRMAN
 _____ PAT D'ARVILLE, COUNTY CLERK

ACKNOWLEDGMENT

STATE OF NEW MEXICO
 COUNTY OF LEA

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2015 A.D., BY KALLE WINDSOR AND PAT D'ARVILLE.

NOTARY PUBLIC
 MY COMMISSION EXPIRES _____

CERTIFICATE OF APPROVAL BY THE LEA COUNTY COMMISSION

STATE OF NEW MEXICO
 COUNTY OF LEA

BE IT KNOWN THAT THE PLAT OF THE STREET AND ALLEY VACATION LOCATED IN BLOCKS 1 AND 4, CAMINO DEL NORTE SUBDIVISION, WAS SUBMITTED TO THE BOARD OF LEA COUNTY COMMISSIONERS OF LEA COUNTY, NEW MEXICO, ASSEMBLED AT A MEETING ON THE _____ DAY OF _____, 2015 A.D., THE STREET AND ALLEY VACATION, AS SHOWN ON SAID PLAT WAS THEREUPON APPROVED AND ACCEPTED BY A MAJORITY OF THE MEMBERS OF THE BOARD.

IN WITNESS WHEREOF, THE BOARD OF LEA COUNTY COMMISSIONERS OF LEA COUNTY, NEW MEXICO, HAS CAUSED THIS INSTRUMENT TO BE SIGNED ON ITS BEHALF BY ITS CHAIRMAN AND ATTESTED TO BY THE COUNTY CLERK OF LEA COUNTY, NEW MEXICO, ON THIS _____ DAY OF _____, 2015 A.D.

ATTEST:

_____ GREGORY MICH FLEDER, CHAIRMAN
 _____ PAT D'ARVILLE, COUNTY CLERK

REPLAT OF BLOCKS 1 AND 4 AND VACATED ARIZONA AVENUE, CAMINO DEL NORTE SUBDIVISION LOCATED IN THE EAST HALF OF SECTION 33, TOWNSHIP 17 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO

REPLAT OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, AND 10 AND THE ALLEY BETWEEN SAID LOTS WITHIN BLOCK 1; LOTS 3, 4, 5, 6, 7, 8, 9, AND 10 AND THE ALLEY BETWEEN SAID LOTS WITHIN BLOCK 4; AND ARIZONA AVENUE BETWEEN SAID BLOCKS 1 AND 4, CAMINO DEL NORTE SUBDIVISION, LEA COUNTY, NEW MEXICO, FILED MAY 19, 1958, IN BOOK 134, ON PAGE 231, IN THE OFFICIAL RECORDS OF LEA COUNTY, NEW MEXICO.

SAID LOTS ARE BEING REPLATED WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER THEREOF SURVEYED AND SUBDIVIDED AS THE SAME APPEARS HEREON.

IN WITNESS WHEREOF, THE UNDERSIGNED OWNER OF SAID LAND, HAVE HEREUNTO SET THEIR HAND THIS _____ DAY OF _____, 2015 A.D.

_____ JAMES E. MOJESS
 EC. 1095, PG. 09
 EC. 1875, PG. 58
 EC. 1883, PG. 580

ACKNOWLEDGMENT

STATE OF NEW MEXICO
 COUNTY OF LEA

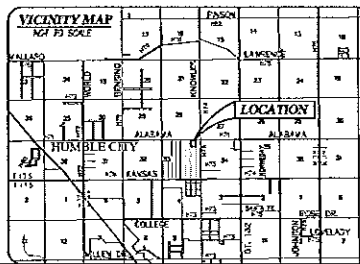
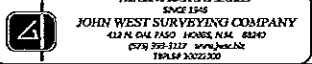
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2015 A.D., BY JAMES E. MOJESS.

NOTARY PUBLIC
 MY COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATE:

I, GARY G. EDSON, NEW MEXICO PROFESSIONAL SURVEYOR No. 17841, DO HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GARY G. EDSON _____
 DATE: _____



LEA COUNTY SEAL

STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

2015

By: _____ Deputy

There were no communications from citizens.

- 5) **Review and Consider Variance to Municipal Code Chapter 16.16.050 B-1 (Lots) as requested by Irene Gonzalez, property owner. Minimum width for a newly created lot containing a detached structure is 35', the property owner is proposing to create two lots with a minimum width of 32' 6" each will contain a detached structure. The proposed subdivision is located on Cecil between Clinton and Scharbauer.**
- 6) **Review Subdivision Sketch Plan as submitted by Hang Cho, property owner.**
- 7) **Review and Consider Final Plat Approval of Subdivision of Tract 6, Block 13 of the Pribble Brothers Addition, as submitted by owner Patsy L. Cline, and approving an encroachment agreement and encroachment easement for the newly created Tract 6A.**

Mr. Robinson said this property has been functioning as a mobile home park for a number of years. He said it is not within the city standards of a mobile home park and that is why the owner has requested an encroachment agreement and encroachment easement. He said there was a note placed on the plat that states any habitable unit that is removed off a tract or any tract that is conveyed to another party must have all the encroachments resolved at that time. He said additionally the southern unit is encroaching on the municipal property. He said if this piece of land is sold then the encroachment easement goes away.

Mr. Shaw asked if the encroachment agreement would be recorded? Mr. Robinson said yes. Mr. Hicks said his concern is that this could possibly create a blight issue. He said if 6 B got destroyed in a fire it would not be able to be replaced and potentially cause a sight issue. He said nothing could go back into that spot until C and D are moved.

Mr. Hicks asked if utilities were in the back? Mr. Robinson said they thought they were along Alston Street. He said that will come out in the survey. Mr. Ramirez asked how old the trailers were? Mr. Robinson said he thought 1970's. He said that on corner lots there is typically a utility easement in the setback area. Mr. Hick's suggestion is to approve this as long as they get the utility easements covered. There was a discussion about the location of the utility easements.

Mr. Robinson said they are working with the owner as much as they can to allow her to retain the occupied units. Mr. Shaw made a motion, seconded by Mr. Penick to recommend approval to the City Commission for the Final Plat Approval with utility easements on the east and west end setback areas. The vote on the motion was 5-0 and the motion carried.

- 8) **Review and Consider Vacation & Replat of Block 1 & 4 of the Camino Del Norte Subdivision, as submitted by owner James E. Noguess, located southeast of the intersection of Alabama and Llewelyn within the ETZ jurisdiction of the City of Hobbs.**

Mr. Robinson said this is a vacation and replat located within the ETZ. He said the plat

submitted does not have all the correct signature lines. He said it will require City Commission approval. He said the streets that are being vacated are Arizona Ave and an alley to the north. He said this property is located southwest of the intersection of Alabama and Grimes between Llewellyn and Tomlinson. Mr. Hicks did not see any problem with this but he wanted to make sure the county was going to approve this. Mr. Kesner said the County approved this at the last Tuesday Planning Board Meeting. Mr. Shaw said that he thought this was a good ideal and there were more areas in the County that need to do this.

Mr. Kesner made a motion, seconded by Mr. Ramirez to recommend approval to the City Commission for the vacation and replat of Block 1 & 4. The vote on the motion was 5-0 and the motion carried.

9) **Review and Consider various front yard setback variance(s) as submitted by Brian Gaylord of Steward Builders on behalf of Allsup's Convenience Stores, property owner.**

10) **Discussion Items:**

A) Review amendments to MC Chapter 15.32 (Sign Code).

B) Draft Revisions of MC Title 16 (Subdivisions).

10) **Adjournment.**

With nothing further to discuss the meeting adjourned at 12:09 pm.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 4, 2015

SUBJECT: RESOLUTION TO APPROVE THE SUBDIVISION OF TRACT 6, BLOCK 13, PRIBBLE BROTHERS ADDITION AND AN ENCROACHMENT AGREEMENT TO PERMIT EXISTING STRUCTURES IN THE CITY RIGHT-OF-WAY AT PROPERTY LOCATED NORTHEAST OF THE INTERSECTION OF ALSTON AND BATAAN.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: April 27, 2015
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: The Final Plan for the subdivision of Tract 6, Block 13 of the Pribble Brothers Addition is submitted by Patsy Cline. The proposed subdivision is located northeast of the intersection of Alston & Bataan. Additionally, the newly created Tract 6A would require an encroachment agreement for the structure located within the municipal right-of-way. The Planning Board reviewed this issue on April 21, 2015 and voted 5 to 0 to recommend approval.

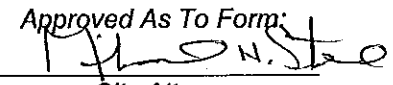
Fiscal Impact:

Reviewed By: 
Finance Department

Approval of the Subdivision and Encroachment Agreement should not have an impact on the City budget.

Attachments: Resolution; Subdivision Plan; Encroachment Agreement; Encroachment Easement.

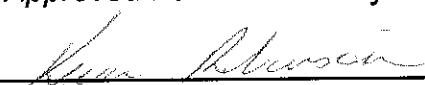
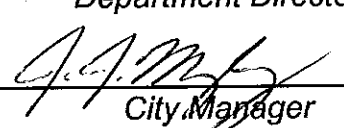
Legal Review:

Approved As To Form:

City Attorney

Recommendation:

Consideration to Approve the Resolution approving the Subdivision and Encroachment 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. 6289

A RESOLUTION APPROVING THE SUBDIVISION OF TRACT 6, BLOCK 13, PRIBBLE BROTHERS ADDITION AND AN ENCROACHMENT AGREEMENT TO PERMIT EXISTING STRUCTURES IN THE RIGHT-OF-WAY.

WHEREAS, Patsy Cline has submitted a Preliminary and Final Plan for the Subdivision of Tract 6, Block 13 of the Pribble Brothers Addition, for review by the City Planning Board; and

WHEREAS, the City has also been requested to approve an Encroachment Agreement to permit existing structures located in the City right-of-way at property located northeast of the intersection of Alston & Bataan; and

WHEREAS, the Subdivision Plat and Encroachment Agreement was reviewed and recommended for approval by the Hobbs Planning Board at the April 21, 2015 meeting; and

WHEREAS, the City has therefore determined that the Subdivision and the Encroachment Agreement should be approved.

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

1. The City of Hobbs hereby approves the Subdivision and the Encroachment Agreement as attached hereto and made a part of this Resolution and the Mayor is hereby authorized to execute the same; 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 4th day of May, 2015.

JOSEPH D. CALDERÓN, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (hereinafter "Agreement"), entered into this 4th day of May, 2015, between PATSY L. CLINE, 1421 E. Park, HOBBS, NM 88240, (hereinafter "Citizen") and the City of Hobbs, New Mexico, a New Mexico Municipal Corporation (hereinafter "City").

RECITALS:

WHEREAS, Citizen is the owner of certain real property located southwest of the intersection of Alston and Bataan in Hobbs, comprising Tract 6A, Block 13, Pribble Brothers Addition;

WHEREAS, the parties recognize that certain improvements have been constructed upon the above described property, which may encroach into the dedicated right-of-way,

NOW, THEREFORE, in consideration of the following covenants, premises, and other considerations, the parties agree as follows;

1. The City agrees to allow the encroachment of the aforementioned improvement at the location further described in Exhibit A attached hereto on the dedicated right-of-way property, and approve the Encroachment Easement, Exhibit B attached hereto, provided the Citizen complies with the terms of this Agreement.
2. City Use of City's Property and City Liability: The City has the right to enter upon the City's Property at any time and perform whatever maintenance, inspection, repair, modification or reconstruction it deems appropriate without liability to the Citizen.
3. Citizen's Responsibility for Improvement: The Citizen will be solely responsible for maintenance of the improvement as deemed necessary either by the Citizen or the City. The Citizen will be responsible for paying all related costs of said maintenance. The Citizen agrees to not permit the improvement to become or constitute a hazard to the public health or safety, and to keep the improvement properly maintained. Citizen further agrees not to interfere with the City's use of the City's Property, and to comply with all applicable laws, ordinances and regulations. Citizen agrees that no addition or extension to the improvement will be constructed, without the written consent of the City.
4. Removal or Relocation of Improvement: At some time in the future, the City may require the improvement to be removed or relocated from City's Property. Such relocation would occur at such time that the street is required to be reconstructed or widened, as deemed necessary by the City to insure proper and efficient street Improvements; or for utility improvements deemed necessary by the City. Said removal shall also occur prior to conveyance of the property by the Citizen.

5. Financial Responsibility for Removal and Relocation: If and when the improvement is required to be relocated in the future, financial responsibility for removal and relocation of the improvement will be the sole responsibility of the Citizen to relocate the improvement from the City's right-of-way property.
6. Condemnation of Improvement: If Citizen allows or permits the improvement to become deteriorated or to become a threat to the public health, safety and welfare, the City may institute condemnation proceedings to remove Citizen's improvement from City's Property. If any part of the Citizen's improvement is ever condemned by the City, the Citizen will forego all claims to compensation for any portion of Citizen's improvement which encroaches on City Property.
7. Notice: For purposes of giving formal written notice to the Citizen, Citizen's address shall be the address of record for ownership of property, as listed in the official records of the County Clerk's Office for Lea County, New Mexico. Notice may be given to the Citizen either in person or by mailing the notice by certified, return receipt U.S. mail, postage paid. Notice will be considered to have been received by the Citizen, when the return receipt mail card is received by the City.
8. Indemnification: The Citizen covenant and agree that they will indemnify and save the City harmless from any and all liability, damage, expense, cause of action, suits, claims or judgments arising from injury to person or death or damage to property on or off the premises, arising or resulting from Citizen's actions, usage and property located on the City right-of-way property. The indemnification required hereunder shall not be limited as a result of the specifications of any applicable insurance coverage. Nothing herein is intended to impair any right or immunity under the laws of the State of New Mexico.
9. Term: This Agreement may be terminated by removal of the improvement from the City right-of-way by either party. Termination by either party shall be effective ninety (90) days after mailing by a party of written notice of termination to the other party.
10. Binding on Citizen's Property: The obligations of the Citizen set forth herein shall be binding upon the Citizen, his/her heirs, assigns, purchasers and successors and on Citizen's Property, and constitute covenants running with Citizen's Property until released by the City.
11. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.
12. Changes to Agreement: Changes to this Agreement are not binding unless made in writing and signed by both parties.
13. Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement will remain valid and enforceable if the remainder is reasonably capable of completion.

14. Extent of Agreement: Citizen understands and agrees that the Citizen is solely responsible for ascertaining whether Citizen's Improvement encroaches upon the property or facilities of any other entity and that by entering into this Agreement, the City makes no representations or warranties that the City's property is the only property affected by the encroachment.

15. Attorney's Fees and Costs: In the event this matter is litigated the Court shall award reasonable attorney fees to the prevailing party, notwithstanding in-house counsel represent a party.

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

Done and approved on the date first written above.

THE CITY OF HOBBS

CITIZEN

Mayor Sam D. Cobb

Robert Lee Chase
Trust

ATTEST:

APPROVED AS TO FORM:

Jan Fletcher, City Clerk

Michael Stone
Michael Stone, City Attorney

STATE OF NEW MEXICO)
 (SS.
COUNTY OF LEA)

The foregoing was acknowledged before me this _____ day of _____, 2015 by _____, as owner of _____, to me personally known, who being by me duly sworn did say that he/she is the recorded owner of the property, and _____ acknowledged said instrument, and acknowledged that he executed the same as his free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid and year first written above.

Notary Public

My Commission Expires:

ENCROACHMENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the City of Hobbs, acting for good and valuable consideration, grants to Patsy L. Cline, 1421 E Park, HOBBS, NM 88240, an encroachment easement over the following described lands located in Hobbs, Lea County, New Mexico, to-wit:

A strip of land 10 feet wide and 100 feet long situated in the right-of-way of Alston Street lying adjacent to Lot 6, Block 13, Pribble Brothers Addition to the City of Hobbs, Lea County, New Mexico.

TO HAVE AND HOLD the encroachment easement unto Patsy L. Cline **provided, however,** that in the event that the encroaching portion of the improvement within said easement as described herein is willfully removed or destroyed by grantee, or if at any future time said easement is needed for any type of municipal use, then said improvement shall be removed at the expense of the grantee and the easement canceled automatically.

Witness its hand this ____ day of _____, 2015.

CITY OF HOBBS

by _____
Sam D. Cobb, Mayor

Jan Fletcher, City Clerk

STATE OF NEW MEXICO)
)
COUNTY OF LEA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Sam D. Cobb, Mayor of the City of Hobbs, a municipal corporation, on behalf of the corporation.

Notary Public

My commission expires:

There were no communications from citizens.

- 5) **Review and Consider Variance to Municipal Code Chapter 16.16.050 B-1 (Lots) as requested by Irene Gonzalez, property owner. Minimum width for a newly created lot containing a detached structure is 35', the property owner is proposing to create two lots with a minimum width of 32' 6" each will contain a detached structure. The proposed subdivision is located on Cecil between Clinton and Scharbauer.**
- 6) **Review Subdivision Sketch Plan as submitted by Hang Cho, property owner.**

- 7) **Review and Consider Final Plat Approval of Subdivision of Tract 6, Block 13 of the Pribble Brothers Addition, as submitted by owner Patsy L. Cline, and approving an encroachment agreement and encroachment easement for the newly created Tract 6A.**

Mr. Robinson said this property has been functioning as a mobile home park for a number of years. He said it is not within the city standards of a mobile home park and that is why the owner has requested an encroachment agreement and encroachment easement. He said there was a note placed on the plat that states any habitable unit that is removed off a tract or any tract that is conveyed to another party must have all the encroachments resolved at that time. He said additionally the southern unit is encroaching on the municipal property. He said if this piece of land is sold then the encroachment easement goes away.

Mr. Shaw asked if the encroachment agreement would be recorded? Mr. Robinson said yes. Mr. Hicks said his concern is that this could possibly create a blight issue. He said if 6 B got destroyed in a fire it would not be able to be replaced and potentially cause a sight issue. He said nothing could go back into that spot until C and D are moved.

Mr. Hicks asked if utilities were in the back? Mr. Robinson said they thought they were along Alston Street. He said that will come out in the survey. Mr. Ramirez asked how old the trailers were? Mr. Robinson said he thought 1970's. He said that on corner lots there is typically a utility easement in the setback area. Mr. Hick's suggestion is to approve this as long as they get the utility easements covered. There was a discussion about the location of the utility easements.

Mr. Robinson said they are working with the owner as much as they can to allow her to retain the occupied units. Mr. Shaw made a motion, seconded by Mr. Penick to recommend approval to the City Commission for the Final Plat Approval with utility easements on the east and west end setback areas. The vote on the motion was 5-0 and the motion carried.

- 8) **Review and Consider Vacation & Replat of Block 1 & 4 of the Camino Del Norte Subdivision, as submitted by owner James E. Noguess, located southeast of the intersection of Alabama and Llewelyn within the ETZ jurisdiction of the City of Hobbs.**

Mr. Robinson said this is a vacation and replat located within the ETZ. He said the plat



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

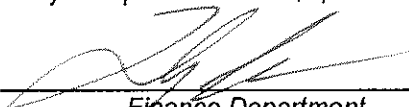
MEETING DATE: May 4, 2015

SUBJECT: Agreement between Lea County and the City of Hobbs to house Hobbs Detention prisoners in the Lea County Detention Facility.

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: April 24, 2015
SUBMITTED BY: Michael H. Stone, City Attorney

Summary: This is an agreement between Lea County and the City of Hobbs for the City to house Hobbs Prisoners in the Lea County Detention Facility on an as needed basis.

Fiscal Impact: The City will pay Lea County for each prisoner at the rate of \$32.75 for 0 to 12 hours and \$65.50 for 12 through 24 hours. In the fiscal year of 2014/2015 Lea County was paid less than \$1,000.00.

Reviewed By: 
Finance Department

Attachments: Resolution
Agreement to House Inmates Between Lea County and City of Hobbs FY2015 - 2016

Legal Review: 
Approved As To Form: _____
City Attorney

Recommendation: The Commission to approve the Agreement and allow Hobbs prisoners to be housed in the Lea County Detention Facility on an as needed basis.

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. 6290

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH LEA COUNTY TO HOUSE HOBBS DETENTION
FACILITY PRISONERS IN THE LEA COUNTY DETENTION FACILITY

WHEREAS, the Hobbs Detention Facility has a need to occasionally house prisoners in the Lea County Detention Facility; and

WHEREAS, the Lea County Detention Facility charges the City for each prisoner a rate of \$32.75 for 0-12 hours and \$65.50 for 12 through 24 hours.

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 Agreement with Lea County to house Hobbs Detention Facility prisoners in the Lea County Detention Facility on an as needed basis. A copy of the Agreement is attached hereto and incorporated herein.

PASSED, ADOPTED AND APPROVED this 4th day of May, 2015.

JOSEPH D. CALDERON, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk

**AGREEMENT TO HOUSE INMATES
BETWEEN LEA COUNTY
AND CITY OF HOBBS**

FY 2015 – 2016

THIS AGREEMENT is entered into by and between the Lea County Board of Commissioners hereinafter referred to as "Lea County" and the City of Hobbs hereinafter referred to as "Hobbs".

RECITALS

WHEREAS, Hobbs is in need of a facility for the incarceration, care and maintenance of persons charged with or arrested for violation of Hobbs's Ordinances, arrested by Hobbs's law enforcement personnel, or arrested by other law enforcement agencies within the jurisdiction of Hobbs; and

WHEREAS, Lea County owns and operates the Lea County Detention Center ("LCDC") which, from time to time, has vacant bed space; and

WHEREAS, Lea County is willing to incarcerate Hobbs's inmates on a space available basis.

NOW, THEREFORE IT IS MUTUALLY AGREED by the parties as follows:

1.0 PURPOSE.

The purpose of this Agreement is to establish the terms and conditions under which Lea County shall accept and detain, on a space available basis, Hobbs's inmates which may be delivered to LCDC from time to time for incarceration.

2.0 TERM

The term of the contract will begin on July 1, 2015 and end on June 30, 2016. Lea County and Hobbs shall have the yearly option of renewing the contract at the end of every year.

3.0 ADULT INMATES HOUSING AND BOARD

3.1 Lea County Detention Center will house persons taken into legal custody by Hobbs at LCDC in Lovington, New Mexico, on a space available basis. The parties agree that Hobbs will call Lea County Detention Center for accommodations before bringing any inmate to the facility.

- 3.2 Hobbs, together with other municipalities in Lea County, will be given priority over municipalities outside of Lea County and other Counties, but this preference shall not be construed so as to require any inmates already at LCDC to be displaced, or a County inmate to be displaced.
- 3.3 Hobbs inmates will be subject to the same rules as other inmates, and will receive comparable treatment and accommodations as provided to other inmates.
- 3.4 On the day release is required by the terms of the order of the Court or by law, a Hobbs inmate may be released by LCDC at its regular time of release for other inmates.
- 3.5 Hobbs shall provide all transportation for Hobbs inmates to and from LCDC in Hobbs, New Mexico.

4.0 CONSIDERATION

4.1 Hobbs will pay Lea County the sum of \$65.50 pro rata, from date of incarceration through date of release for housing and board and related services rendered at the center. Municipal Agencies having detainers on an inmate housed at LCDC will not be charged for housing if the inmate is picked up within 12 hours of being notified by LCDC that the inmate is ready for release. After 12 hours the Municipal Agency will be charged as follows:

0 – 12 hours	= \$32.75
Over 12 and through 24 hours	= \$65.50

To summarize, on the day of admission, time will be counted from time of admission until midnight. For the day of discharge, time will be counted from midnight until the time of discharge.

There shall be strict accountability for all funds subject to this agreement.

- 4.2 Lea County shall invoice Hobbs on a monthly basis. Invoices shall be paid within 30 days of receipt.
- 4.3 Lea County reserves the right to refuse to accept any inmates from Hobbs in the event any invoice remains unpaid for 45 or more days.

5.0 JUVENILE INMATE HOUSING AND BOARD

5.1 The Lea County Juvenile Detention Center will house juvenile inmates from Hobbs at its approved juvenile facility in Lovington, New Mexico on a space

available basis. The parties agree that Hobbs will call the Lea County Juvenile Detention Center for accommodations before bringing any juvenile inmates to the facility.

- 5.2 Hobbs juvenile inmates are subject to the Lea County Juvenile Detention Center rules, which apply equally to all juvenile inmates. Hobbs juvenile inmates will have comparable treatment and accommodations as provided to other contract juvenile inmates.

6.0 REJECTION/RETURN

- 6.1 The Warden of Lea County Detention Center shall have the right to reject any inmate tendered by Hobbs, as long as Hobbs inmates are evaluated and treated on the same basis as inmates from other contract entities.

7.0 INMATE INFORMATION

- 7.1 When submitting an inmate to LCDC, Hobbs shall provide the following documentation:

1. Arrest Warrant and Supporting Affidavit
2. Arrest Report
3. Judgment and Sentence Form
4. Release Order
5. Date of Birth
6. Criminal Complaint of other Charging Document

Failure to provide LCDC with legal authority to hold said inmate at the time inmate is brought to the LCDC may result in the refusal of the inmate.

- 7.2 When submitting any juvenile inmate to the Lea County Detention Center, Hobbs, shall provide the following documentation:
1. Authorization to hold shall be entered in SARA by the approving authority
 2. Medical consent form signed by juvenile's legal guardian (copy attached)

In addition, Hobbs will provide LCDC any information it may have concerning inmates tendered pertaining to medical problems, suicidal tendencies, escape records or tendencies toward violence or disruption.

Failure to provide LCDC with legal authority to hold said inmate at the time inmate is brought to the LCDC may result in the refusal of the inmate.

8.0 MEDICAL CARE

- 8.1 As used herein, "medical care" and "medical treatment" shall include medical, psychiatric and emergency dental treatment, and all prescribed drugs therapy.
- 8.2 LCDC shall not be required to provide medical care to any Hobbs inmate housed pursuant to this agreement, except as is provided to other inmates, by its medical staff.
- 8.3 Should medical care become necessary from an outside health care provider, Hobbs City Manager, or a person designated in advance by the City Manager or Police Chief shall be contacted. The person contacted shall either secure the release of the inmate from the appropriate authority in a timely manner or undertake management of the inmate's medical problem in a timely manner. Except as provided below, LCDC personnel shall not secure outside medical care for a Hobbs inmate unless expressly directed to do so by a person authorized by the City Manager, City Police Chief or person authorized for Hobbs to act on its behalf. Hobbs is responsible for medical care costs outside of the facility and when Lea County is directed by Hobbs to secure medical attention for one of its inmates, Lea County is expressly authorized to direct that Hobbs be billed directly by health care providers.
- 8.4 Notwithstanding the above, in an emergency, when treatment is clearly necessary to conserve an inmate's health, Lea County may provide the necessary treatment without prior authority from Hobbs, but in such case must notify the appropriate Hobbs official as soon as possible thereafter. At such time, medical management of the problem will then be tendered to Hobbs. Lea County is expressly authorized to direct health care providers to bill Hobbs directly for medical care rendered in these circumstances.

9.0 TERMINATION

- 9.1 This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, by certified mail, return receipt, at the following addresses or such other addresses that may be designated from time to time:

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

Lea County
County Manager
100 N. Main, Suite 4
Lovington, NM 88260

10.0 MISCELLANEOUS

10.1 This Agreement is interpreted according and subject to New Mexico law. Any action to interpret and/or enforce this Agreement shall be brought and maintained in the District Court in and for Lea County, New Mexico.

10.2 This Agreement shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

10.3 This Agreement and any Exhibits thereto constitute the entire agreement and understanding of the parties and all other matters addressed or referred to herein and supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating such matters.

IN WITNESS WHEREOF, we have hereunder affixed our hands and seals this _____ day of _____ 2015.

CITY OF HOBBS

BOARD OF COUNTY COMMISSIONERS

By: _____
Mayor

By: _____
Gregory H. Fulfer, Chairman

ATTEST: Hobbs City Clerk

ATTEST: Pat Chappelle
Lea County Clerk

By: _____

By: _____



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 4, 2015

SUBJECT: Consideration of Preliminary FY 2016 Budget

DEPT. OF ORIGIN: Finance
DATE SUBMITTED: April 28th, 2015
SUBMITTED BY: Toby Spears, Finance Director

Summary:

Pursuant to applicable state law the preliminary budget must be approved and submitted to the Local Government Division of the NMDFA by June 1st. This proposed preliminary budget includes \$ 78,101,147 in proposed General Fund expenditures and \$ 138,862,188 in proposed expenditures for all funds. Revenues in the General Fund are projected at \$ 72,823,823 and total revenue projections for all funds are set at \$123,415,832. Current projected general fund cash reserve is set at 30%.

Fiscal Impact:

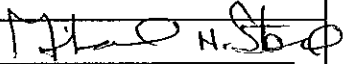
Reviewed By: 
Finance Department

Annual budgeting process has more fiscal impact than any other city policy issue

Attachments:

Resolution and Support Material

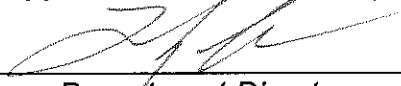

Legal Review:

Approved As To Form: 
City Attorney

Motion to approve the resolution

Recommendation:

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. 6291

2015-2016 PRELIMINARY BUDGET CONSIDERATION
(104th FISCAL YEAR)

WHEREAS, the Governing Body of the Municipality of Hobbs, State of New Mexico has developed a preliminary budget for fiscal year 2015 - 2016; and

WHEREAS, said preliminary budget was developed on the basis of need and through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, the official meetings for the review of said documents were duly advertised and held on April 20th, 2015, in compliance with the State Open Meetings Act; and

WHEREAS, it is the majority opinion of this Commission that the proposed preliminary budget meets the requirements as currently determined for fiscal year 2015 -2016.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Governing Body of the Municipality of Hobbs, State of New Mexico, hereby adopts the preliminary budget herein above described and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

PASSED, ADOPTED, APPROVED AND RESOLVED in session this 4th day of May, 2015.

MUNICIPAL GOVERNING BODY OF
HOBBS, NEW MEXICO

SAM D. COBB, Mayor

GARRY BUIE, Commissioner

CRYSTAL MULLINS, Commissioner

JONATHAN SENA, Commissioner

MARSHALL NEWMAN, Commissioner

JOSEPH D. CALDERÓN, Commissioner

JOHN BOYD, Commissioner

ATTEST:

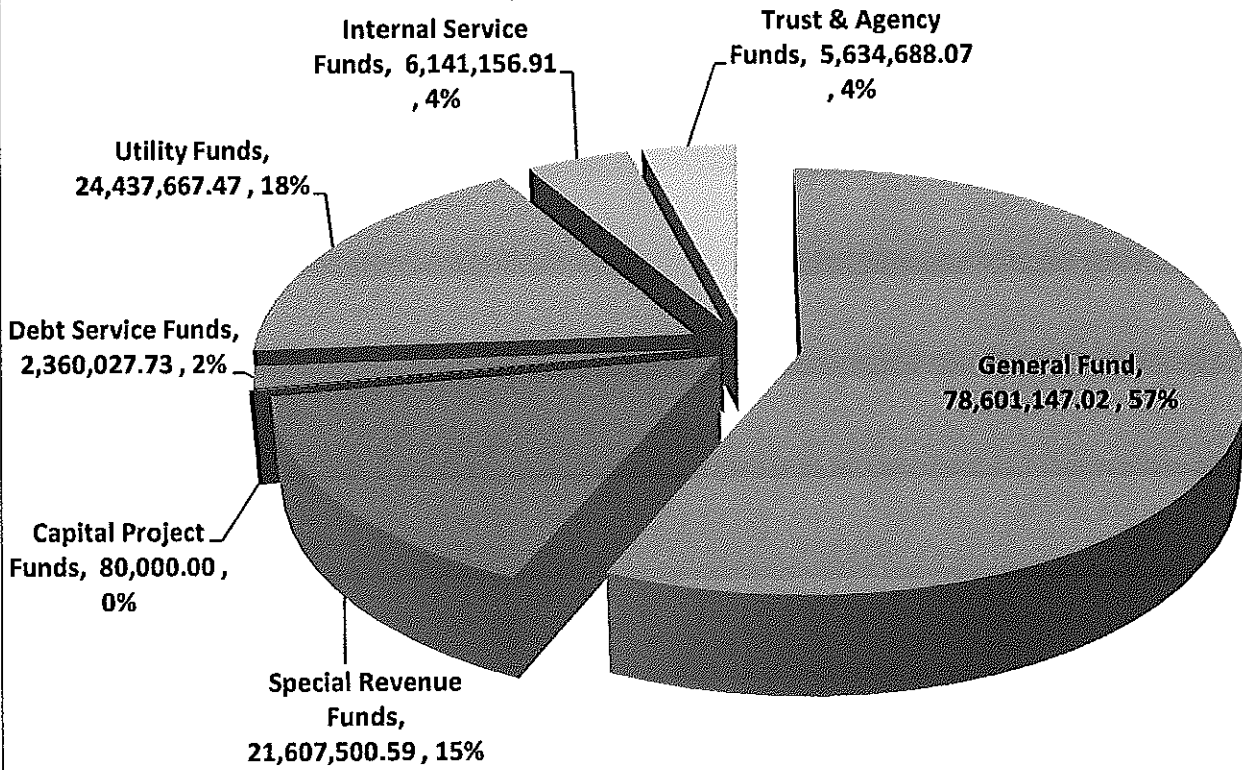
JAN FLETCHER, City Clerk

**City of Hobbs Preliminary Budget
FY16 Fund Summary**

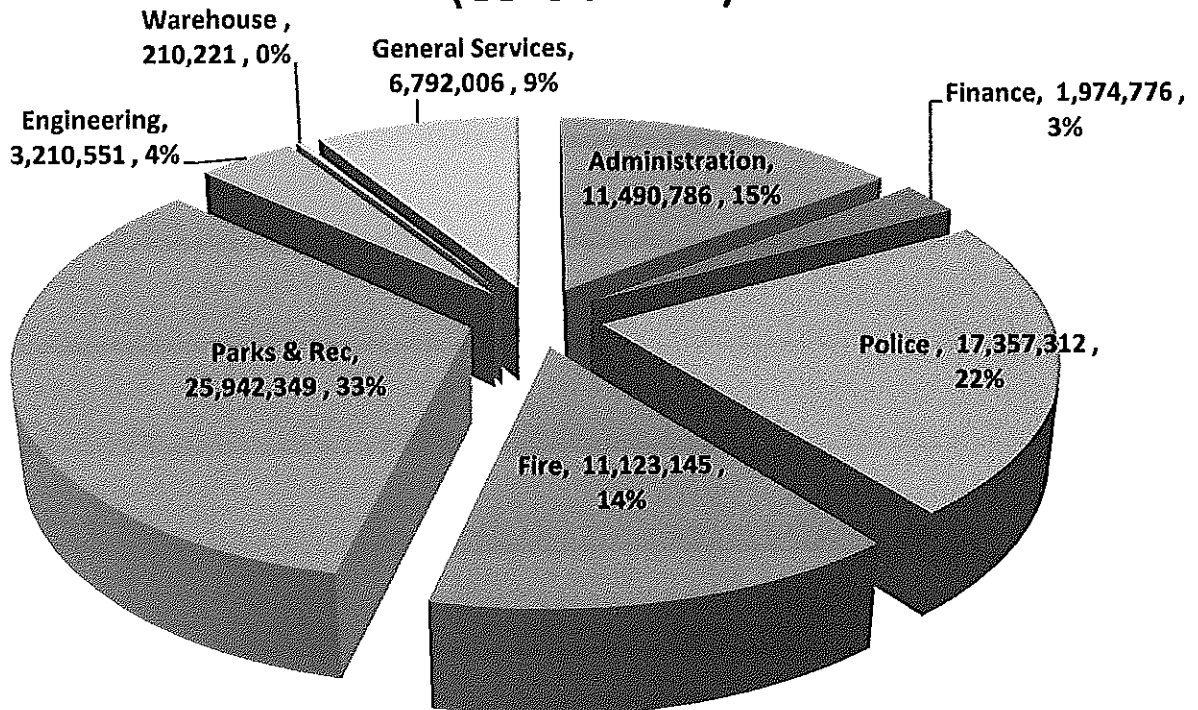
	Beginning Cash	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash
1 GENERAL	39,901,460.21	72,823,822.66	(11,075,474.52)	78,101,147.02	23,548,661.33
2 LAND ACQUISITION	-		500,000.00	500,000.00	-
General Fund Subtotal	39,901,460.21	72,823,822.66	(10,575,474.52)	78,601,147.02	23,548,661.33
11 LOCAL GOV CORR	18,700.00	180,100.00		137,500.00	61,300.00
12 POLICE PROTECTION	25,015.05	88,000.00		88,000.00	25,015.05
13 P D N (parif, drug, narcotics)	40,055.92				40,055.92
15 COPS GRANT	(0.39)				(0.39)
16 RECREATION	-	8,262,295.09	5,737,704.91	14,000,000.00	-
17 OLDER AMERICAN	-	191,253.00	899,074.91	1,090,327.91	-
18 GOLF	-	1,237,750.00	1,654,639.25	2,892,389.25	-
19 CEMETERY	0.39	166,500.00	570,999.99	737,500.38	-
20 AIRPORT	262,905.24	38,300.00		64,640.00	236,565.24
23 LODGERS' TAX	77,178.35	1,751,200.00		1,500,000.00	328,378.35
27 PUBLIC TRANSPORTATION	287.93	540,000.00	313,055.12	853,343.05	-
28 FIRE PROTECTION	533,864.75	385,800.00		223,800.00	695,864.75
29 EMER MEDICAL SERV	501.32	20,000.00		20,000.00	501.32
Special Revenue Subtotals	958,508.56	12,861,198.09	9,175,474.18	21,607,500.59	1,387,680.24
37 COMM DEVE CONST	(0.46)				(0.46)
46 BEAUTIFICATION IMPROVEMENT	0.45				0.45
48 STREET IMPROVEMENTS	589,925.40	721,500.00		80,000.00	1,231,425.40
49 CITY COMM. IMPROVEMENTS	(0.08)	3,200,000.00	(3,199,999.92)		-
Capital Project Subtotals	589,925.31	3,921,500.00	(3,199,999.92)	80,000.00	1,231,425.39
51 UTILITY BOND	(0.40)		307,004.68	307,004.68	(0.40)
53 WASTEWATER BOND	1,989,843.19		2,053,023.05	2,053,023.05	1,989,843.19
Debt Service Subtotals	1,989,842.79	-	2,360,027.73	2,360,027.73	1,989,842.79
10 SOLID WASTE	1,266,524.79	6,136,656.57		6,136,656.57	1,266,524.79
44 JOINT UTILITY EXTENSIONS CAPITAL PI	(0.34)	1,300,000.00	1,400,000.34	2,700,000.00	-
60 JOINT UTILITY	0.15		5,257,808.09	5,222,808.24	35,000.00
61 JOINT UTILITY CONST	(0.44)		2,219,000.44	2,219,000.00	-
62 WASTE WATER PLANT CONST	(0.27)		5,185,000.27	5,185,000.00	-
63 JOINT UTILITIY - WASTEWATER	1,368,452.95		1,767,963.39	2,274,202.66	862,213.68
65 JOINT UTILITIY INCOME - WASTEWATE	-	7,425,300.00	(7,425,300.00)		-
66 JOINT UTILITY INCOME	-	6,263,500.00	(6,263,500.00)		-
68 METER DEPOSIT RES	716,535.51	400,000.00		150,000.00	966,535.51
69 INTERNAL SUPPLY	1,000.00	450,000.00	99,000.00	550,000.00	-
Utility Subtotals	3,352,512.35	21,975,456.57	2,239,972.53	24,437,667.47	3,130,273.98
64 MEDICAL INSURANCE	812,538.74	5,641,156.91		5,641,156.91	812,538.74
67 WORKERS COMP TRUST	1,073,883.59	500,000.00		500,000.00	1,073,883.59
Internal Service Subtotal	1,886,422.33	6,141,156.91	-	6,141,156.91	1,886,422.33
70 MOTOR VEHICLE	-	4,500,000.00		4,500,000.00	-
71 MUNI JUDGE BOND FUND	177,090.84				177,090.84
72 RETIREE HEALTH INSURANCE TRUST FI	9,511,162.84	1,029,188.07		1,029,188.07	9,511,162.84
73 CRIME LAB FUND	58,468.22	100,000.00		100,000.00	58,468.22
75 FORECLOSURE TRUST FUND	71.88				71.88
76 RECREATION TRUST	88,087.51	2,000.00			90,087.51
77 LIBRARY TRUST	4,757.97	4,000.00		4,000.00	4,757.97
78 SENIOR CITIZEN TRUST	6,388.06	1,500.00		1,500.00	6,388.06
79 PRAIRIE HAVEN MEM	5,330.55	10.00			5,340.55
80 COMMUNITY PARK TRUST	1,423.14				1,423.14
82 EVIDENCE TRUST FUND	160,725.81	54,000.00			214,725.81
83 HOBBS BEAUTIFUL	22,185.69				22,185.69
86 CITY AGENCY TRUST	3,853.76	2,000.00			5,853.76
Trust & Agency Subtotals	10,039,546.27	5,692,698.07	-	5,634,688.07	10,097,556.27
Grant Total All Funds	58,718,217.82	123,415,832.30	-	138,862,187.79	43,271,862.33

30%

FY16 Preliminary Budget Expenditure Summary (All Funds)



FY16 Preliminary Budget Expenditure Summary (General Fund)



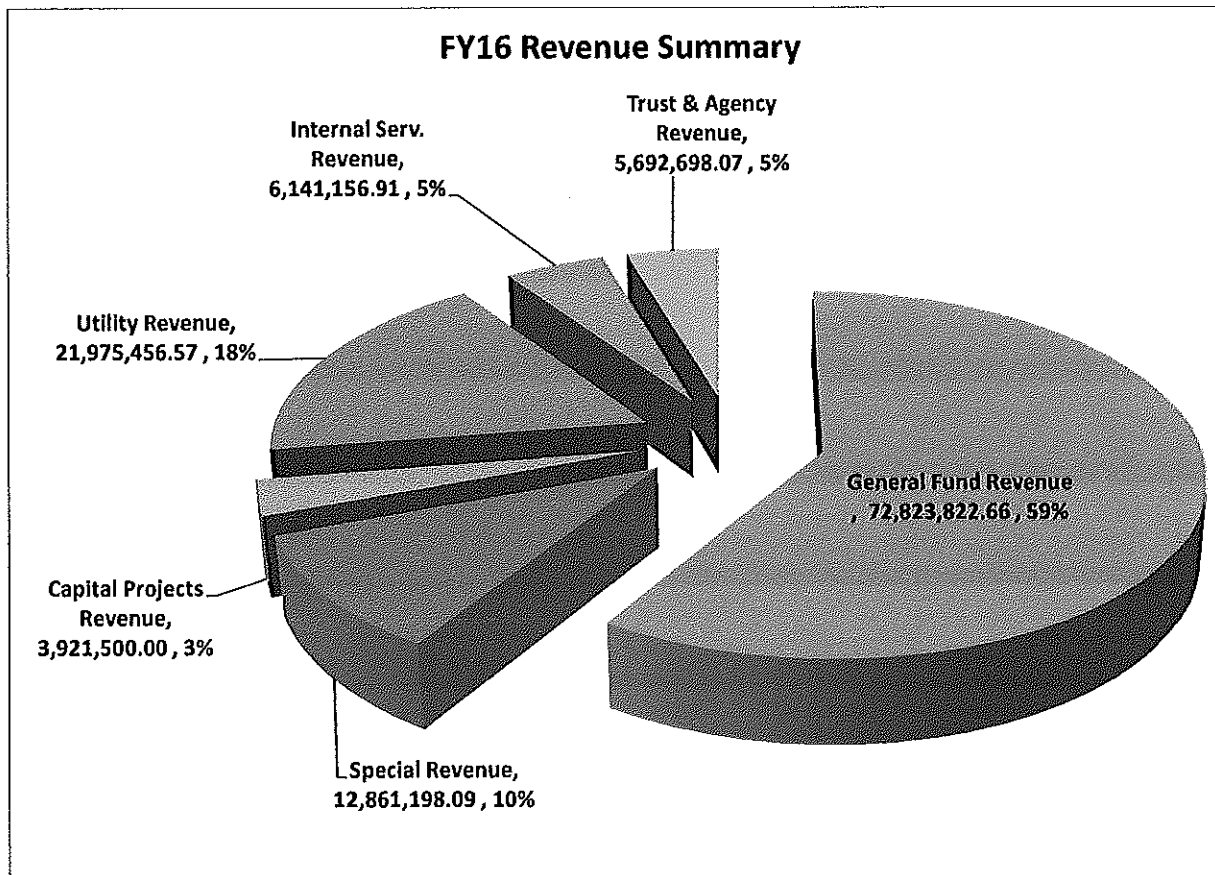
**City of Hobbs Preliminary Budget
FY 16 Revenue Summary (All Funds)**

Fund	Revenue Source	Preliminary Budget			% Change FY15 to 16	Actual Revenues	
		FY14	FY15	FY16		FY14	FY15*
1	Gross Receipt Taxes	56,975,000.00	67,975,000.00	63,175,000.00	-7%	72,731,869.63	66,647,190.91
1	Property Taxes	2,275,017.00	3,220,000.00	3,325,000.00	3%	2,757,791.76	2,063,237.46
1	Franchise Fees	1,001,000.00	917,000.00	1,045,000.00	14%	947,597.69	791,822.35
1	Motor vehicle	386,000.00	390,000.00	407,000.00	4%	412,427.73	266,349.44
1	Charges for Services	2,870,225.00	3,484,250.00	3,404,100.00	-2%	3,235,803.28	2,023,580.90
1	Fines	390,500.00	406,000.00	421,500.00	4%	443,741.58	338,207.41
1	Grants	784,154.50	134,439.00	113,522.66	-16%	333,680.99	231,627.04
1	Other	894,225.00	1,186,600.00	932,700.00	-21%	995,276.69	673,688.31
1	Transfers	-	-	-	0%	(2,718,377.69)	-
	Total General Fund	65,576,121.50	77,713,289.00	72,823,822.66	-6%	79,139,811.66	73,035,703.82
2	Land Acquisition				0%		
	Total General Fund Revenue	65,576,121.50	77,713,289.00	72,823,822.66	11%	79,139,811.66	73,035,703.82
11	Local Govt Corrections	140,750.00	180,200.00	180,100.00	0%	117,705.64	148,337.66
12	Police Protection Act	75,000.00	80,400.00	88,000.00	9%	74,400.00	80,400.00
13	PDN	-	-	-	0%	53,513.28	10.00
15	COPS Grant	150,000.00	244,700.00	-	-100%	336,640.04	143,025.98
16	HWLC Fund	-	-	8,262,295.09	0%	-	-
17	Older Americans	-	-	191,253.00	0%	-	-
18	Golf Fund	-	-	1,237,750.00	0%	-	\$33,363.92
19	Cemetery	146,500.00	166,500.00	166,500.00	0%	394,641.76	120,333.25
20	Airport	75,175.00	38,300.00	38,300.00	0%	36,760.41	24,914.52
23	Lodgers' Tax	1,502,000.00	1,301,800.00	1,751,200.00	35%	1,275,889.64	1,459,308.74
27	Public Transportation	562,400.00	596,690.00	540,000.00	-10%	1,285,013.51	1,148,994.98
28	Fire Protection	344,300.00	385,870.00	385,800.00	0%	466,895.26	487,432.51
29	EMS	19,500.00	20,000.00	20,000.00	0%	27,096.00	25,647.13
	Total Special Revenues	3,015,625.00	3,014,460.00	12,861,198.09	326%	4,068,555.54	3,671,768.69
37	Comm Deve Construction	250,000.00	-	-	0%	25,082.67	141,412.02
46	Beautification Improveme	1,302,000.00	-	-	0%	176,050.34	162,640.90
47	Capital Improvements	-	-	-	0%	-	-
48	Street Improvements	3,488,640.00	846,000.00	721,500.00	-15%	1,031,397.30	1,231,218.05
49	City Comm. Improvement	2,800,000.00	3,500,000.00	3,200,000.00	-9%	(2,064,978.22)	3,262,989.17
	Total Capital Projects Revenue	7,840,640.00	4,346,000.00	3,921,500.00	-50%	(832,447.91)	4,798,260.14
51	Utility Bond	-	-	-	0%	307,003.27	-
53	2005 Wastewater Bond Is:	-	-	-	0%	3,979,685.92	-
	Total Debt Service Revenue	-	-	-	0%	4,286,689.19	-
10	Solid Waste	6,000,000.00	6,190,000.00	6,136,656.57	-1%	6,016,125.92	4,458,440.57
44	Joint Util Extensions Cap	-	-	1,300,000.00	0%	489,578.22	-
60	Joint Utility	-	-	-	0%	2,842,883.29	-
61	Joint Utility Construction	-	238,000.00	-	-100%	1,572,768.91	-
62	Waste Water Plant Const.	3,500,000.00	6,150,000.00	-	-100%	8,259,525.46	360,000.00
63	Joint Utility - Wastewater	-	-	-	0%	2,053,231.64	-
65	Joint Utility Income - Wast	6,559,548.00	6,995,000.00	7,425,300.00	6%	-	5,850,526.56
66	Joint Utility Income	5,259,451.00	5,013,800.00	6,263,500.00	25%	(15.94)	4,611,143.45
68	Meter Deposit Res	40,000.00	150,000.00	400,000.00	167%	225,366.34	349,202.73
69	Internal Supply	400,000.00	400,000.00	450,000.00	13%	400,460.02	302,008.78
	Total Utility Revenue	21,758,999.00	25,136,800.00	21,975,456.57	1%	21,859,923.86	15,931,322.09

**City of Hobbs Preliminary Budget
FY 16 Revenue Summary (All Funds continued)**

Fund	Revenue Source	Preliminary Budget		FY16	% Change FY15 to 16	Actual Revenues	
		FY14	FY15			FY14	FY15*
64	Medical Insurance	4,682,402.79	4,899,287.88	5,641,156.91	15%	4,701,569.43	3,891,383.26
67	Workers Comp Trust	530,000.00	530,665.00	500,000.00	-6%	531,192.81	358,241.25
Total Internal Serv. Revenue		5,212,402.79	5,429,952.88	6,141,156.91	18%	5,232,762.24	4,249,624.51
70	Motor Vehicle	6,500,000.00	6,600,000.00	4,500,000.00	-32%	5,376,656.37	3,128,600.93
72	Retiree Health Ins. Fund	1,017,589.41	966,447.00	1,029,188.07	6%	2,829,606.26	618,684.59
73	Crime Lab Fund	90,000.00	90,400.00	100,000.00	11%	92,902.13	76,857.50
76	Recreation Trust	3,000.00	6,000.00	2,000.00	-67%	16,157.00	1,615.00
77	Library Trust	1,000.00	4,000.00	4,000.00	0%	4,398.00	696.20
78	Senior Citizen Trust	1,500.00	1,500.00	1,500.00	0%	2,626.00	2,784.74
79	Prairie Haven Mem	-	10.00	10.00	0%	5.71	4.75
80	Community Park Trust	-	-	-	0%	1.51	1.29
82	Evidence Trust Fund	5,000.00	54,000.00	54,000.00	0%	37,712.52	11,835.55
83	Hobbs Beautiful	12,000.00	1,520.00	-	-100%	9,056.15	1,897.99
86	City Agency Trust	2,000.00	2,000.00	2,000.00	0%	1,785.89	1,983.15
Total Trust & Agency Revenue		7,632,089.41	7,725,877.00	5,692,698.07	-25%	8,370,907.54	3,844,961.69
Grand Total All Funds		111,035,877.70	123,366,378.88	123,415,832.30	11%	122,126,202.12	105,531,640.94

*FY 15 actual includes 10 months of activity

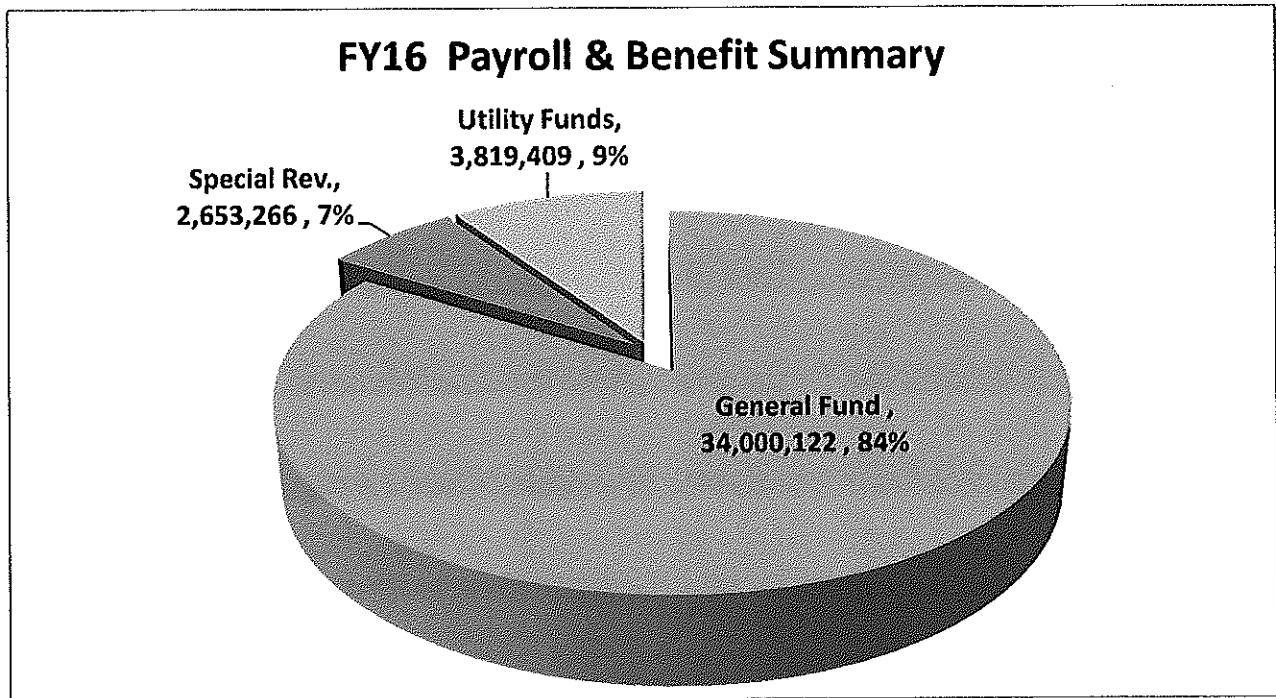


**City of Hobbs Preliminary Budget
FY 16 Payroll/Benefits Summary (All Funds)**

Department	Preliminary Budget			% Change FY15 to 16	Actual Expenditures	
	FY14	FY15	FY16		FY14	FY15*
General Fund Payroll & Benefits						
010100 City Commission	77,191	77,506	79,239	2%	93,628	58,444
010110 City Manager's Office	348,996	342,241	380,246	11%	396,859	334,597
010125 Planning	137,502	182,573	172,517	-6%	178,765	139,619
010130 Clerk's Office	311,529	338,021	376,899	12%	296,548	255,083
010131 Clerk's Office Elections	3,768	-	-	0%	-	-
010140 Finance/Purchasing	703,803	693,627	810,325	17%	664,676	491,245
010145 Information Technology	510,335	532,660	604,561	13%	503,078	415,700
010150 Legal	443,230	460,000	370,610	-19%	448,807	281,587
010160 Municipal Court	371,262	340,880	290,943	-15%	309,714	238,899
010161 Municipal Court Judge	-	-	78,282	0%	-	-
010170 Personnel	259,759	357,435	373,551	5%	271,244	224,183
010190 Motor Vehicle	395,627	419,540	471,295	12%	392,710	323,606
010201 Police Administration	453,256	436,063	428,111	-2%	482,108	332,701
010202 Police Patrol	6,222,429	6,567,019	7,509,715	14%	6,357,160	5,166,991
010203 Police Criminal Investigation	1,914,961	2,563,577	2,183,619	-15%	1,908,858	1,473,486
010204 Police Support	566,797	861,976	769,394	-11%	652,228	490,477
010206 Police Detention	767,844	788,659	927,539	18%	702,162	602,363
010207 Eagle IC	-	604,949	527,931	-13%	-	251,899
010220 Fire/Ambulance	7,241,084	7,196,588	7,450,581	4%	6,228,140	5,013,580
010310 Library	760,134	770,907	870,196	13%	714,617	562,574
010320 Parks	1,940,726	1,948,103	1,651,478	-15%	1,625,644	1,089,286
010321 Sports Fields	297,736	289,961	290,125	0%	224,165	173,318
010326 Harry McAdams	311,152	268,841	286,423	7%	280,929	198,365
010330 Recreation	647,201	979,038	748,918	-24%	652,465	368,922
010332 Teen Recreation	232,277	258,581	327,129	27%	233,228	233,814
010335 Pools	179,443	410,006	543,719	33%	358,413	294,558
010340 Environmental Services	741,963	654,537	716,477	9%	572,582	473,246
010342 Communications	-	-	174,267	0%	-	-
010410 Engineering	783,025	713,140	744,663	4%	561,197	452,108
010412 Traffic	293,438	277,723	246,167	-11%	276,519	205,640
010413 Warehouse	142,607	140,151	146,421	4%	134,557	103,173
010415 Mapping	179,742	186,164	223,788	20%	106,403	51,882
010420 General Services - Garage	645,073	625,731	667,194	7%	598,209	476,186
010421 Building Maintenance	562,650	509,449	487,412	-4%	473,112	332,545
010422 Code Enforcement	281,550	454,884	560,587	23%	272,641	333,778
010423 Streets/Highways	1,552,697	1,529,008	1,509,800	-1%	1,382,353	1,092,000
Total General Fund	30,280,788	32,779,538	34,000,122	4%	28,353,720	22,535,855
Special Revenue Payroll & Benefits						
154015 Cops Grant	611,224	680,974	-	-100%	299,781	378,151
174017 Older Americans (2)	538,865	522,726	527,348	1%	510,844.33	359,891.36
184315 Golf Maint. (3)	446,920	553,049	1,061,702	92%	426,998.84	644,362.33
184316 Golf Club House (3)	-	295,111	281,632	-5%	9,518.52	111,420.59
194019 Cemetary Fund	140,617	147,938	173,240	17%	141,881	113,777
274027 Public Transportation	571,923	574,652	609,343	6%	513,277	391,150
Total Special Revenue	2,309,549	2,774,450	2,653,266	-4%	1,902,301	1,998,752

**City of Hobbs Preliminary Budget
FY 16 Payroll/Benefits Summary (All Funds Continued)**

Department	Preliminary Budget			% Change FY15 to 16	Actual Expenditures	
	FY14	FY15	FY16		FY14	FY15*
Utility Payroll & Benefits						
604600 Administrative	306,418	316,379	233,460	-26%	295,204	161,515
604610 Water Distribution (4)	809,650	1,258,883	1,308,895	4%	737,768	800,815
604620 Production	297,354	305,654	344,272	13%	283,682	218,659
604630 Water Office	388,164	390,168	424,726	9%	376,114	288,815
604640 Meters & Service	292,120	282,805	304,969	8%	262,370	203,686
604650 Laboratory	157,303	148,398	134,613	-9%	126,686	100,257
604685 SCADA/Computer Operator	180,480	174,661	200,329	15%	159,370	132,404
634360 Collections (4)	431,273	2,500	-	-100%	361,465	2,993
634370 Wastewater (WWTP)	893,030	841,941	868,145	3%	793,443	569,158
Total Utility	3,755,791	3,721,389	3,819,409	3%	3,396,101	2,478,301
Trust & Agency Payroll & Benefits						
834083 Hobbs Beautiful	7,137	-	-	0%	-	-
Total Trust & Agency	7,137	-	-	0%	-	-
Grand Total All Funds	36,353,266	39,275,377	40,472,797	2%	33,652,122	27,012,908



Notes:

- * FY 15 actual includes 9 months of activity
- (2) 174017 Older Americans was in General Fund for FY2014 & 2015
- (3) 184315 & 184316 Golf Mtc and Golf Clubhouse were in General Fund for FY2014 and FY2015
- (4) 604360 Collections moved to org 604610 Water Distribution

City of Assets
Schedule of Capital Assets
for Budget Year 2016

Dept	ORG	OBJ	CITY MNGR AMT	DESCRIPTION
fire	010220	43003	565,000.00	RESCUE/STRUCTURAL PUMPER TO REPLACE RESCUE 51 AND ENGINE 515 TO BE SPLIT WITH FIRE PROTECTION FUND
police - patrol	010202	43003	437,500.00	police package replacement vehicles for units (867,930,931,955,972,974,978,988,986,987) will auction
fire	010220	43013	350,000.00	STATION 2 REMODEL, PRIVATE ROOMS FOR FEMALE EMPLOYEES WITH FIRE SPRINKLER SYSTEM
water - const.	614061	43015	325,000.00	HIGH VOLICITY SEWER JET RODDER WITH VACUUM
streets	010423	43003	200,000.00	NEW SWEEPER TO REPLACE UNIT #1276
water - const.	614061	43015	185,000.00	BACKHOE REPLACEMENT-REPLACING 1997 JOHN DEERE 410D
wwtp - const.	624062	43015	175,000.00	ANOXIC MIXER REPLACEMENT-MLE TRAIN #2
police - cld	010203	43003	168,000.00	4 equlpped replacement vehicles for units (851,901,740,905) which will be auctioned
parks	010320	43011	150,000.00	Playground replacement
parks	010320	43003	140,000.00	5 replacement trucks
senior center	174017	43003	140,000.00	2 NEW SHUTTLE BUSES TO REPLACE UNIT 1189 AND UNIT 0966
streets	010423	43003	130,000.00	NEW DUMPTRUCK TO REPLACE UNIT #0370
cemetary	194019	43011	125,000.00	Install curb and gutter on east roadways at Prairie Haven Memorial Park Cemetery
wwtp - const.	624062	43015	125,000.00	SEMI-TRACTOR TO REPLACE UNIT 0666
water - prod.	604610	43003	124,000.00	UTILITY SERVICE TRUCK REPLACEMENT
parks	010320	43011	120,000.00	Covered storage at Park Shop
fire	010220	43003	116,400.00	EMERG. RESPONSE VEHICLE REPLACEMENT- 2005 DODGE 1500 4X4, 2006 DODGE 1500 4X4, 2006 DODGE 1500
cemetary	194019	43006	110,000.00	Replace old one
water- water office	604630	43013	90,000.00	Remodel Customer Service Area
Info tech	010145	43006	85,000.00	DRIVER ID PROGRAMMER FOR HFD EMERGENCY VEHICLES TO MONITOR DRIVING
wwtp - const.	624062	43013	75,000.00	REPAINT OF FACILITY BLUIDINGS-FASCIAS
police patrol	010202	43003	70,000.00	police package K9 replacement vehicle for unit (984) which will be auctioned
cemetary	194019	43011	70,000.00	Install asphalt around new shop
parks	010320	43006	68,000.00	72" mowers
streets	010423	43003	60,000.00	NEW CREW CAB FLATBED TO REPLACE UNIT #0920
parks	010320	43006	50,000.00	Large area mower
cemetary	194019	43011	50,000.00	LED security lights
water - const.	614061	43015	50,000.00	Vehicle Mounted Safety LED Lightbars
parks	010320	43006	44,000.00	Replacement Bobcat
police - support	010204	43003	42,000.00	one equiped replacement vehicle for unit (693) which will be auctioned
golf - maint.	184315	43006	34,000.00	TRAIL IRRIGATION CART
water - prod.	604620	43015	32,905.60	UTILITY EQUIPMENT
water - prod.	604620	43003	31,000.00	VEHICLE REPLACEMENT
teen recreation	010332	43003	30,000.00	VEHICLE REPLACEMENT INCLUDED INFY2015 BUT DID NOT SPEND
senior center	174017	43003	30,000.00	REPLACE 2 OUTREACH/TRANSPORTATION VANS
golf - maint.	184315	43003	30,000.00	REPLACEMENT VEHICLE
cemetary	194019	43011	30,000.00	Shop fence to secure new compound
hiap - airport	204020	43011	30,000.00	HIAP LAND IMPROVEMENTS
golf - pro shop	184316	43004	29,000.00	VEHICLE FOR ASSISTANT GOLF PROFESSIONAL
mapping	010415	43006	28,689.07	TRIMBLE SOFTWARE
pools	010335	43003	28,000.00	Replace Unit 0708-a 2001 Chevrolet pickup
code enforce.	010422	43004	28,000.00	New vehicle for new position mechanical and plumbing Inspector
sports fields	010321	43006	25,000.00	New Gator
harry mcadams	010326	43006	25,000.00	Replacement Gator
building maint	010421	43007	25,000.00	FURNITURE FOR HR OFFICE
golf - maint.	184315	43006	25,000.00	STORAGE SHED
wwtp -	634370	43015	25,000.00	INLINE GRINDER-PRIMARY SCUM
wwtp -	634370	43015	22,000.00	CRANE/AIR COMPRESSOR/GENERATOR-UNIT 1562
wwtp - biosolids	634375	43015	20,000.00	SPARE JET PUMP ASSEMBLY LESS MOTOR (XCS8D)
police - cid	010203	43001	17,000.00	Forensic digital video analysis
recreation	010330	43006	17,000.00	Large venue speaker system for outside special events \$10,000, Zorb Inflatable bumper body balls \$10,000, Archery tag equipment \$7,000.
water - distribution	604610	43015	17,000.00	GROUND PENETRATING RADAR
golf - maint.	184315	43006	16,000.00	BALER
Info tech	010145	43801	15,000.00	REPLACE COPIER AT WATER OFFICE
harry mcadams	010326	43801	15,000.00	Lake management
wwtp -	634370	43015	15,000.00	REPLACE AIR DIFFUSERS- MLE TRAIN #2
wwtp - biosolids	634375	43015	15,000.00	REPLACEMENT GEARBOX-DRYER ROTOR-RECONDITION EXISTING
police - support	010204	43006	12,000.00	Evidence reffridgerator
water distribution	604610	43015	12,000.00	TRAILER MOUNTED ARROW BOARD
wwtp - biosolids	634370	43015	12,000.00	UPGRADE HOIST-CHLORINE BLDG
Info tech	010145	43801	11,000.00	replace copler for fire dept
police - eagle ic	010207	43006	10,000.00	
water distribution	604610	43015	10,000.00	NEW TRIPLEX PUMP FOR UNIT#0771
wwtp - biosolids	634375	43015	10,000.00	REPLACEMENT BUSHINGS/THERMAL SEALS ON DRYER
golf - pro shop	184316	43006	8,000.00	CLUBHOUSE SOUND SYSTEM
library	010310	43006	7,200.00	MICRO FILM MACHINE
water distribution	604610	43015	7,000.00	TRUCK MOUNTED AUTO CRANE
Info tech	010145	43801	5,500.00	REPLACE COPIER AT HOBBS EXPRESS
Info tech	010145	43801	5,500.00	REPLACE COPIER AT LIBRARY
police cid	010203	43007	5,000.00	evidence furniture
TOTAL			5,210,694.67	

City of Hobbs
 Schedule of Capital PROJECTS
 for Budget Year 2016

DEPARTMENT	ORG	OBJ	PROJ	CITY MNGR AMT	DESCRIPTION
PARKS	010320	44901	00184	19,000,000.00	Taylor Ranch Park
HWC	164016	44901	00200	10,810,755.66	Construction phase of project
HWC	164016	44901	00200	3,189,244.34	Remaining 8% design phase of \$61,000,000 project
WW PLANT	624062	44901	00097	3,000,000.00	1/8 INFRAST. TAX - FOR SEWER LINE REPLACEMENT
COMMISSION	010100	44901	00055	2,250,000.00	JOE HARVEY AND BENDER DRAINAGE IMPROVEMENTS\SCHOOL PROP.
JT UTIL EX	444044	44901	00200	2,200,000.00	INFRASTRUCTURE - WATER, SEWER, STREET, RR CROSSING, DRAINAGE
ENGINEERIN	010410	44901	00224	650,000.00	SIGNAL LIGHT (central and JH blvd)
JT UTIL CO	614061	44901	00094	600,000.00	Waterline Replacement in accordance with the six year waterline replacement plan
ENGINEERIN	010410	44901	00224	550,000.00	INFRASTRUCTURE IMPROVEMENT
JT UTIL CO	614061	44901	00138	510,000.00	DEL NORTE PUMP STATION REHABILITATION PROJECT
STREET/HWY	010423	44901	00148	500,000.00	RECYCLE AND MICRO SURFACE/CITY MANAGER REDUCTION
JT UTIL EX	444044	44901	00073	500,000.00	OVERSIZE AND UTILITY GAP PARTICIPATION
WW PLANT	624062	44901	00205	450,000.00	DESIGN/SPECIFICATIONS FOR DIGESTER PROJECT
PD Eagle	010207	44901	00113	425,000.00	EAGLE PHASE 2
BUILDING M	010421	44901	00103	400,000.00	LED LIGHTING VARIOUS BUILDINGS
WW PLANT	624062	44901	00196	300,000.00	INCREASED SCOPE FOR SANGER LIFT STATION
FINANCE	010140	44901	00220	250,000.00	REMODEL OF FINANCE DEPARTMENT (TO MAKE ROOM FOR ADDITIONAL EMPLOYEES)
WW PLANT	624062	44901	00037	250,000.00	BIOFILTER VESSEL REHAB/MEDIA REPLACEMENT
WW PLANT	624062	44901	00037	250,000.00	AQUIFER STORAGE/AQUIFER RECOVERY PILOT
BUILDING M	010421	44901	00064	200,000.00	addition to project per city manager
JT UTIL CO	614061	44901	00203	200,000.00	Water Distribution System - Design & Construct 4 PRV Stations
TRAFFIC	010412	44901	00159	107,181.10	LED REPLACEMENT AND UPGRADE
JT UTIL CO	614061	44901	00091	100,000.00	Automated Meter Reading System Upgrades
WW PLANT	624062	44901	00037	100,000.00	FINE SCREEN-EFFLUENT BOOSTER PUMP STATION
STREET IMP	484048	44901	00085	80,000.00	BATTERY UPC FOR TRAFFIC SIGNAL (VARIOUS INT.)
WW PLANT	624062	44901	00037	75,000.00	SITE WORK/CHIP SEALING (WWRF MAINT BLDG; DRYER BLDG; EQUALIZATION)
BUILDING M	010421	44901	00223	65,000.00	ORNAMENTAL FENCE - EAST PARKING LOT
BUILDING M	010421	44901	00023	56,000.00	PARK SHELTER ROOFS - MCADAMS PARK
BUILDING M	010421	44901	00062	50,000.00	POLICE EVIDENCE ROOM
JT UTIL CO	614061	44901	00107	45,000.00	2015 Update of the COH Water Development Plan
WW PLANT	624062	44901	00037	35,000.00	REPLACE 30" PIPE- INFLUENT TO GRIT CHAMBERS
MUNCI. COURT	010160	44901	00146	35,000.00	ONGOING COURT SOFTWARE (admin office of courts)
IT	010145	44901	00003	25,000.00	MONEY TO COVER CITY WIDE PHONE SYSTEM MAINTENANCE AND EXPANSION
PD ADMIN	010201	44901	00150	20,000.00	Outdoor range improvements
BUILDING M	010421	44901	00202	20,000.00	VET MEMORIAL PARKING (HIGH SCHOOL FIELDS)/CITY MANAGER REDUCTION
TOTAL				47,298,181.10	



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 4, 2015

SUBJECT: 2014 NM Water Trust Fund; City of Hobbs Effluent Reuse Project, Phase II (316-WTB)
DEPT. OF ORIGIN: Utilities
DATE SUBMITTED: April 20, 2015
SUBMITTED BY: Tim Woomeer, Utilities Director

Summary:

On June 26, 2014, the New Mexico Finance Authority (NMFA) approved Water Trust Funding of the City of Hobbs Effluent Reuse Project, Mahan to Rockwind Effluent Pipeline, in the amount of \$3,200,000. The funding structure consists of a 40% loan component in the amount of \$1,280,000 with a 20 year term at a net interest rate of 0.25% (administrative fee of ¼ of 1%) and a 60% grant in the amount of \$1,920,000.

A first reading of Ordinance 1083 to enter into an agreement between the City of Hobbs and New Mexico Finance Authority was held on April 6, 2015. Notice of the May 4th public meeting of the Hobbs City Commission to consider the adoption of Ordinance 1083 was published in the Hobbs News Sun on April 15, 2015.

Formal adoption of Ordinance 1083 is required by the Hobbs City Commission in order to enter into this agreement. Upon completion of the 30-day public comment period, closing documents for 316-WTB will be distributed for signatures with a June 12, 2015 date set for closing.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The loan component associated with the adoption of Ordinance 1083 (316-WTB) is \$1,280,000 over 20 years at a net interest rate of 0.025%. Debt service to the Enterprise Fund will be approximately \$66,000 annually.

Attachments:

Final Opinion of Counsel (316-WTB); Debt Service Summary (316-WTB);
Notice of Adoption Ordinance 1083

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Staff recommends the adoption of Ordinance 1083 to enter into an agreement between the City of Hobbs and New Mexico Finance Authority.

Approved For Submittal By:
[Signature]
Department Director
[Signature]
City Manager

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Approved _____ Denied _____
Other _____ File No. _____

NEW MEXICO FINANCE AUTHORITY

FINAL OPINION OF COUNSEL

To: New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

Re: City of Hobbs, Lea County, New Mexico
\$3,200,000 Loan/Grant No. 316-WTB

Ladies and Gentlemen:

I am an attorney representing the City of Hobbs (the "Borrower/Grantee") in connection with the above-referenced Loan/Grant. I am licensed to practice law and in good standing in the State of New Mexico. I provide this opinion in my role as counsel to the Borrower/Grantee, understanding that the New Mexico Finance Authority (the "Lender/Grantor") is relying on all representations herein made by me on behalf of my client and but for these representations, the Loan/Grant would not be approved.

Capitalized terms used in this opinion have the same meaning as defined in Ordinance No. 1083 adopted by the Governing Body of the Borrower/Grantee on May 4, 2015 (the "Ordinance") unless otherwise defined in this opinion or the context requires otherwise.

I hereby certify that I have examined:

- (1) The City of Hobbs Water Project Fund Application dated August 21, 2013, the New Mexico Water Trust Board Approval dated June 9, 2014 and the New Mexico Finance Authority Approval dated June 26, 2014 for Loan/Grant No. 316-WTB (the "Application" and the "Approval," respectively), relating to the Project.
- (2) The statutes and incorporation documents creating the Borrower/Grantee.
- (3) The annual open meetings act resolution or resolutions of the Borrower/Grantee in effect on May 4, 2015 and on June 12, 2015 ("Open Meetings Act Resolution").
- (4) The proceedings of the Governing Body (including all agendas, minutes, resolutions, ordinances and publications) which authorize the Loan/Grant application, the Project development, the budget for the Project, and the contracts with the various Project professionals including but not limited to architects, engineers, planners and contractors.
- (5) Proceedings of the Borrower/Grantee from the date of the Application to the date of this opinion, including, without limiting the generality of the foregoing, the action of the Borrower/Grantee relating to (a) the selection of its Mayor, City Commission, and City Clerk; (b) the adoption of the Borrower/Grantee's Open Meetings Act

Resolution or resolutions; (c) the adoption of ordinances or resolutions governing the operation of the Project; (d) the plans and specifications for the Project; (e) cost estimates for the Project; (f) the adoption of ordinances, resolutions and regulations for the furnishing of service to customers; (g) the proposed operating budget for services to be provided, in whole or in part, by means of the Project; (h) the proposal to finance the Project, in whole or in part, with a Loan/Grant made by the Finance Authority; (i) the Ordinance authorizing the Mayor to execute necessary documents to obtain the Loan/Grant for the Project; (j) all necessary approvals for the Project from federal, State or local authorities; and (k) the execution and delivery of the Loan/Grant Agreement evidencing such Loan/Grant.

- (6) The Ordinance and the Loan/Grant Agreement providing that the Lender/Grantor on behalf of the Borrower/Grantee shall maintain a book Project Account on behalf of the Borrower/Grantee and shall cause the disbursement of the Loan/Grant Amount as provided in Article IV of the Loan/Grant Agreement.
- (7) The records and files of all offices in which there might be recorded, filed, or indexed, any liens of any nature whatsoever, affecting the title to any real property to be acquired with the Loan/Grant proceeds, or on which will be located any Project property to be acquired with the Loan/Grant proceeds.

Based upon my examination of the foregoing, it is my opinion that:


- A. The Borrower/Grantee is a duly organized and existing incorporated municipality under the laws of the State of New Mexico.
- B. The ordinances, resolutions, rules and regulations governing the operation of the Project have been duly adopted and are now in full force and effect.
- C. The Authorized Officers of the Borrower/Grantee were duly and validly elected or appointed and are empowered to act for the Borrower/Grantee.
- D. The Borrower/Grantee has full legal right, power and authority to:
 - (1) design, acquire, construct, install and complete the Project;
 - (2) execute and deliver Loan/Grant documents including those identified above;
 - (3) perform all acts required by such Loan/Grant documents to be done by it; and
 - (4) own, operate and maintain the Project during its Useful Life.
 - (5) carry out and consummate the transactions contemplated by the Ordinance and the Loan/Grant Agreement.

- E. All proceedings of the Borrower/Grantee, its elected and appointed officers, and employees, required or necessary to be taken in connection with the authorization of the actions specified above have been duly taken and all such authorizations are presently in full force and effect.
- F. The Ordinance has been duly signed and adopted in accordance with all applicable laws and has not been repealed, rescinded, revoked, modified, amended or supplemented in any manner except as set forth in the Ordinance. The Ordinance constitutes valid and sufficient legal authority for the Borrower/Grantee to carry out and enforce the provisions of the Loan/Grant Agreement.
- G. No event will result from the execution and delivery of the Loan/Grant Agreement that constitutes a default or an event of default under either the Loan/Grant Agreement or the Ordinance, and no event of default and no default under the Loan/Grant Agreement or the Ordinance has occurred and is continuing on the date of this opinion.
- H. The Borrower/Grantee has duly authorized and approved the consummation by it of all transactions, and has complied with all requirements and satisfied all conditions, which are required by the Loan/Grant Agreement to have been authorized, approved, performed or consummated by the Borrower/Grantee at or prior to the date of this opinion.
- I. All approvals, consents and orders of any governmental authority having jurisdiction in the matter which would constitute a condition precedent to the enforceability of the Loan/Grant Agreement or any of the actions required to be taken by the Ordinance or the Loan/Grant Agreement to the date of this opinion have been obtained and are in full force and effect.
- J. Neither the Borrower/Grantee's adoption of the Ordinance nor any action contemplated by or pursuant to the Ordinance or the Loan/Grant Agreement does or will conflict with, or constitutes a breach by the Borrower/Grantee of, or default by the Borrower/Grantee under any law, court decree or order, governmental regulation, rule or order, ordinance, resolution, agreement, indenture, mortgage or other instrument to which the Borrower/Grantee is subject or by which it is bound.
- K. There is no actual or threatened action, suit, proceeding, inquiry or investigation against the Borrower/Grantee, at law or in equity, by or before any court, public board or body, nor to my knowledge, is there any basis therefore, affecting the existence of the Borrower/Grantee or the titles of its officials to their respective offices, or in any way materially adversely affecting or questioning (a) the territorial jurisdiction of the Borrower/Grantee, (b) the use of the proceeds of the Loan/Grant Agreement for the Project and to pay certain costs of the Finance Authority and the Water Trust Board associated with the administration of the Water Project Fund, (c) the validity or enforceability of the Loan/Grant Agreement or any proceedings of the Borrower/Grantee with respect to the Ordinance or the Loan/Grant Agreement, (d) the execution and delivery of the Loan/Grant Agreement, (e) the authority of the Borrower/Grantee to repay

the Loan Amount, or (f) the power of the Borrower/Grantee to carry out the transactions contemplated by the Ordinance and the Loan/Grant Agreement.

- L. There are no recorded liens of any nature whatsoever affecting the title to any real property upon which the Project will be located.
- M. No legal proceedings have been instituted or are pending, and to the best of my knowledge after due investigation none are threatened, whether or not the Borrower/Grantee is named as a party in such proceedings, which would affect the Borrower/Grantee's interest in the real property upon which the Project will be located, and there are no judgments against the Borrower/Grantee or liens against any property of the Borrower/Grantee that would impair the Borrower/Grantee's ability to complete the Project.
- N. The Borrower/Grantee has acquired as legally bound to acquire pursuant to the Loan/Grant Agreement all of the necessary land rights, easements and rights-of-way for the Project and the Borrower/Grantee now has sufficient, adequate and continuous rights-of-way to permit the design, construction, installation, operation and maintenance of the Project.
- O. The Borrower/Grantee has complied with all of the requirements of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, applicable to the Project on or prior to the date of this opinion letter.

Dated this 12th day of June, 2015.



Michael Stone
Attorney for Borrower/Grantee,
City of Hobbs
200 E. Broadway
Hobbs, New Mexico 88240

BOND DEBT SERVICE

City of Hobbs
 0316-WTB: Effluent Reuse Project - Phase II

Period Ending	Principal	Coupon	Interest	Debt Service
06/01/2016	60,679	0.250%	3,102.22	63,781.22
06/01/2017	62,743	0.250%	3,048.30	65,791.30
06/01/2018	62,900	0.250%	2,891.44	65,791.44
06/01/2019	63,057	0.250%	2,734.20	65,791.20
06/01/2020	63,215	0.250%	2,576.56	65,791.56
06/01/2021	63,373	0.250%	2,418.52	65,791.52
06/01/2022	63,531	0.250%	2,260.08	65,791.08
06/01/2023	63,690	0.250%	2,101.26	65,791.26
06/01/2024	63,849	0.250%	1,942.04	65,791.04
06/01/2025	64,009	0.250%	1,782.40	65,791.40
06/01/2026	64,169	0.250%	1,622.38	65,791.38
06/01/2027	64,329	0.250%	1,461.96	65,790.96
06/01/2028	64,490	0.250%	1,301.14	65,791.14
06/01/2029	64,651	0.250%	1,139.92	65,790.92
06/01/2030	64,813	0.250%	978.28	65,791.28
06/01/2031	64,975	0.250%	816.26	65,791.26
06/01/2032	65,137	0.250%	653.82	65,790.82
06/01/2033	65,300	0.250%	490.98	65,790.98
06/01/2034	65,463	0.250%	327.72	65,790.72
06/01/2035	65,627	0.250%	164.06	65,791.06
	1,280,000		33,813.54	1,313,813.54

Thereupon, there were officially filed with the City Clerk copies of a proposed Ordinance and Water Project Fund Loan/Grant Agreement in final form, the proposed Ordinance being as hereinafter set forth:

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**CITY OF HOBBS, LEA COUNTY, NEW MEXICO
ORDINANCE NO. 1083**

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY" OR "LENDER/GRANTOR") AND THE CITY OF HOBBS (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF THREE MILLION TWO HUNDRED THOUSAND DOLLARS (\$3,200,000), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE CONSTRUCTION OF PHASE II OF ITS EFFLUENT REUSE PROJECT, WHICH CONSISTS OF APPROXIMATELY 7.1 MILES OF PIPELINE TO REACH OCOTILLO GOLF COURSE, HARRY MCADAMS PARK, AND THE LOVINGTON HIGHWAY HEALTH TRAIL, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET SYSTEM REVENUES OF THE JOINT WATER AND WASTEWATER SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Ordinance unless the context requires otherwise.

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set

forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO:

Section 1. Definitions. As used in this Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-10, as amended, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Ordinance, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 2.5 of the Policies), which, in combination with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, is sufficient to complete the Project. The Additional Funding Amount is six hundred forty thousand dollars (\$640,000).

“Administrative Fee” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

“Authorized Officers” means any one or more of the Mayor, Mayor Pro Tem, City Manager and City Clerk of the Borrower/Grantee.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Borrower/Grantee” means the City of Hobbs in Lea County, New Mexico.

“Closing Date” means the date of execution the Loan/Grant Agreement, by the Borrower/Grantee, the Water Trust Board and the Finance Authority.

“Colonias Infrastructure Act” means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

“Completion Date” means the date of final payment of the cost of the Project.

“Conditions” has the meaning given to that term in the Loan/Grant Agreement.

“Eligible Legal Cost” has the meaning given to that term in the Loan/Grant Agreement.

“Eligible Fiscal Agent Fees” has the meaning given to that term in the Loan/Grant Agreement.

“Expense Account” means the account established by the Finance Authority in accordance with this Ordinance and held by the Finance Authority to pay the Expenses incurred by the Lender/Grantor in connection with the Loan/Grant Agreement and the Loan/Grant.

“Expenses” means the costs of the Lender/Grantor of originating and administering the Loan/Grant, including Eligible Legal Costs and Eligible Fiscal Agent Fees to the extent allowed under the Act, the Board Rules and applicable policies of the Water Trust Board.

“Finance Authority” means the New Mexico Finance Authority.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

“Governing Body” means the City Commission of the Borrower/Grantee, or any future successor governing body of the Borrower/Grantee.

“Grant” or “Grant Amount” means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and equals one million nine hundred twenty thousand dollars (\$1,920,000).

“Gross Revenues” means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Borrower/Grantee, or any municipal corporation or agency succeeding to the rights of the Borrower/Grantee, from the System and from the sale and use of water and sanitary sewer services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System.

Gross Revenues do not include:

- (a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;
- (b) Gross receipts taxes, other taxes and/or fees collected by the Borrower/Grantee and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

“Lender/Grantor” means the Finance Authority.

“Loan” or “Loan Amount” means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and equals one million two hundred eighty thousand dollars (\$1,280,000).

“Loan/Grant” or “Loan/Grant Amount” means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and equals three million two hundred thousand dollars (\$3,200,000).

“Loan/Grant Agreement” means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee, and the Finance Authority as authorized by this Ordinance.

“Net System Revenues” means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacement and repairs, required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the water and wastewater utility system.

“NMAC” means the New Mexico Administrative Code.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Borrower/Grantee directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Borrower/Grantee's general fund, liabilities incurred by the Borrower/Grantee as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means this Ordinance as it may be supplemented or amended from time to time.

"Pledged Revenues" means the Net System Revenues of the Borrower/Grantee pledged to the payment of the Loan Amount and Administrative Fee pursuant to this Ordinance and the Loan/Grant Agreement and described in the Term Sheet.

"Project" means the project described in the Term Sheet.

"Project Account" means the book account established by the Finance Authority in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the Finance Authority.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) restoration and management of watersheds; (iv) flood prevention or (v) conservation, recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"State" means the State of New Mexico.

"System" means the joint water and wastewater utility system operated pursuant to The City of Hobbs Code of Ordinances, Chapters 13.04 through 13.08, of the Borrower/Grantee, owned and operated by the Borrower/Grantee, and of which the Project, when completed, will form part

“Term Sheet” means Exhibit “A” attached to the Loan/Grant Agreement.

“Useful Life” means the structural and material design life of the Project, including planning and design features, which shall not be less than twenty (20) years as required by the Act and the Board Rules.

“Water Project Fund” means the fund of the same name created pursuant to NMSA 1978, § 72-4A-9, as amended, and held and administered by the Finance Authority.

“Water Trust Board” or “WTB” means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Borrower/Grantee and the public it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the best interest of the public health, safety, and welfare of the public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, which is not less than twenty (20) years, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and other amounts available to the Borrower/Grantee, will be sufficient to complete the Project

and pay Expenses. If the Borrower/Grantee is unable to provide the Additional Funding Amount within six (6) months after the Closing Date, the Loan/Grant Agreement shall at the option of the Finance Authority, terminate and be of no further force or effect.

F. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and has represented that it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant.

G. The Borrower/Grantee has or will acquire title to or easements or rights of way on the real property upon which the Project is being constructed or located prior to the disbursement of any portion of the Loan/Grant Amount for use for construction.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least three-fourths of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of one million nine hundred twenty thousand dollars (\$1,920,000) and borrowing the Loan Amount of one million two hundred eighty thousand dollars (\$1,280,000) to be utilized solely for the purpose of completing the Project and paying Expenses, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project and to pay Expenses.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Grant shall be in the amount of one million nine hundred twenty thousand dollars (\$1,920,000) and the Loan shall be in the amount of one million two hundred eighty thousand dollars (\$1,280,000). Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account and Expense Account. The Borrower/Grantee hereby consents to creation of the Project Account and the Expense Account by the Finance Authority and further approves of the deposit or crediting of a portion of the Loan/Grant Amount in the Expense Account. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for the purpose of acquiring the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement or to pay Expenses.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. Finance Authority Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The Finance Authority shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the Finance Authority for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the Finance Authority as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) upon the Pledged Revenues to the extent of the Loan Amount and the Administrative Fee, which lien shall be subordinate to any lien on the Pledged Revenues existing on the Closing Date and, further, shall be subordinate to all other indebtedness secured or that may in the future be secured by the Pledged Revenues, except, however, that the lien shall be on parity with any other lien, present

or future, for the repayment of any other loan provided to the Borrower/Grantee by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Ordinance. This Ordinance after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Ordinance Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, 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 16. Closing Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Borrower/Grantee, and this Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

[Remainder of page intentionally left blank.]

[Form of Notice of Adoption of Ordinance for Publication]

CITY OF HOBBS, LEA COUNTY, NEW MEXICO
NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 1083, duly adopted and approved by the City Commission of the City of Hobbs on May 4, 2015. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk, at 200 E. Broadway Street, Hobbs, New Mexico 88240.

The title of the Ordinance is:

CITY OF HOBBS, LEA COUNTY, NEW MEXICO
ORDINANCE NO.1083

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("FINANCE AUTHORITY" OR "LENDER/GRANTOR") AND THE CITY OF HOBBS (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF THREE MILLION TWO HUNDRED THOUSAND DOLLARS (\$3,200,000), EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF THE CONSTRUCTION OF PHASE II OF ITS EFFLUENT REUSE PROJECT, WHICH CONSISTS OF APPROXIMATELY 7.1 MILES OF PIPELINE TO REACH OCOTILLO GOLF COURSE, HARRY MCADAMS PARK, AND THE LOVINGTON HIGHWAY HEALTH TRAIL, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET SYSTEM REVENUES OF THE JOINT WATER AND WASTEWATER SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[End of Form of Notice of Adoption for Publication]

PASSED, APPROVED AND ADOPTED THIS 4TH DAY OF MAY, 2015.

CITY OF HOBBS,
LEA COUNTY, NEW MEXICO

By _____
Joseph Calderon, Mayor Pro Tem

ATTEST:

Jan Fletcher, City Clerk

[Remainder of page intentionally left blank.]

Governing Body Member _____ then moved adoption of the foregoing Ordinance, duly seconded by Governing Body Member _____.

The motion to adopt the Ordinance, upon being put to a vote, was passed and adopted on the following recorded vote:

Those Voting Aye:

Those Voting Nay:

Those Absent:

_____ () Members of the Governing Body having voted in favor of the motion, the Mayor Pro Tem declared the motion carried and the Ordinance adopted, whereupon the Mayor Pro Tem and City Clerk signed the Ordinance upon the records of the minutes of the Governing Body.

After consideration of matters not relating to the Ordinance, the meeting upon motion duly made, seconded and carried, was adjourned.

CITY OF HOBBS,
LEA COUNTY, NEW MEXICO

By _____
Joseph Calderon, Mayor Pro Tem

ATTEST:

By _____
Jan Fletcher, City Clerk

[Remainder of page intentionally left blank.]



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 4, 2015

SUBJECT: AWARD BID No 1531-15 FOR ANNUAL PAVEMENT AND CONCRETE WORK AGREEMENT
DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: 04-28-15
SUBMITTED BY: Todd Randall, City Engineer

Summary:

Bids were opened at 2:00 PM on Thursday, April 16, 2015 for the Annual Pavement and Concrete Work Agreement, Bid Number 1531-15. This contract is for an indefinite quantity of various construction items, such as hot-mix asphalt paving installation and improvements, concrete structure installation and improvements, dirt work, permanent signing and striping, fencing and minor utility adjustment as specified in the contract document and future task orders.

An advertisement was placed in the local newspaper on April 2, 2015. 2 bids were submitted.

Company	Bid Price
Ramirez and Sons, Inc.	\$ 7,520.00
Constructors, Inc.	\$14,179.10

Ramirez and Sons, Inc. is the lowest bidder. They are properly licensed and their registration with the NMDWS is current. Ramirez and Sons, Inc. has completed projects for the City of Hobbs in the past and is a proven and reputable contractor.

In accordance with the above narrative, it is the recommendation of the Engineering Department that the Bid for construction of the project be awarded to Ramirez and Sons, Inc., as low bidder in the amount of \$7,520.00 without tax.

Fiscal Impact:

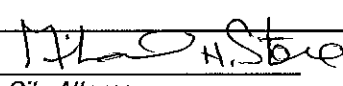
Reviewed By: 
Finance Department

Work will be completed by individual task orders and calculated based on the unit prices in the bid form and quantity of work for each item. Task orders over \$60,000 will go to commission for approval prior to issuance.

Budget Line: Various Department Line items from specific project to general operation needs
Amount: \$250,000 to \$500,000 per year

Attachments: Bid Tabulation Sheet

Legal Review:

Approved As To Form: 
City Attorney

Recommendation: Award Bid of the ANNUAL PAVEMENT AND CONCRETE WORK AGREEMENT to Ramirez and Sons, Inc.

Approved For Submittal By:


Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

ANNUAL PAVEMENT AND CONCRETE WORK AGREEMENT - BID TABULATION						
ITEM NO.	DESCRIPTION	UNIT	QTY.	Ramirez and Sons, Inc. BID PRICE	Constructors, Inc. BID PRICE	
201000	CLEARING AND GRUBBING (LESS THAN 1 ACRE)	L.S.	1	\$850.00	\$2,500.00	
201001	CLEARING AND GRUBBING (1 ACRE OR MORE)	ACRE	1	\$850.00	\$1,500.00	
203000	UNCLASSIFIED EXCAVATION (0 - 100 CY)	C.Y.	1	\$7.00	\$25.00	
203001	UNCLASSIFIED EXCAVATION (101-300 CY)	C.Y.	1	\$6.00	\$19.00	
203002	UNCLASSIFIED EXCAVATION (301 - PLUS CY)	C.Y.	1	\$5.50	\$12.00	
207001	SUBGRADE PREPARATION (0 - 1000 SY)	S.Y.	1	\$3.00	\$3.00	
207002	SUBGRADE PREPARATION (1001 - 5000 SY)	S.Y.	1	\$1.15	\$2.00	
207003	SUBGRADE PREPARATION (5001 PLUS SY)	S.Y.	1	\$1.15	\$1.00	
209001	BLADING AND RESHAPING	S.Y.	1	\$0.50	\$2.00	
209002	RESHAPING NEW STOCK PILE, AS SPECIFIED	L.S.				
302001	PROCESSING, PLACING, & COMPACTING EXISTING PAVEMENT AND BASE COURSE (8" DEPTH) COMPLETE IN PLACE. (0-1000 S.Y.)	S.Y.	1	\$3.25	\$6.00	
302002	PROCESSING, PLACING, & COMPACTING EXISTING PAVEMENT AND BASE COURSE (8" DEPTH) COMPLETE IN PLACE. (1001-5000 S.Y.)	S.Y.	1	\$3.00	\$4.75	
302003	PROCESSING, PLACING, & COMPACTING EXISTING PAVEMENT AND BASE COURSE (8" DEPTH) COMPLETE IN PLACE. (5001-11,000 S.Y.)	S.Y.	1	\$2.85	\$3.75	
302004	PROCESSING, PLACING, & COMPACTING EXISTING PAVEMENT AND BASE COURSE (8" DEPTH) COMPLETE IN PLACE. (11,001 S.Y PLUS)	S.Y.	1	\$2.85	\$3.50	
302005	PROCESSING, PLACING, & COMPACTING EXISTING PAVEMENT AND BASE COURSE (8"-12" DEPTH) COMPLETE IN PLACE. (0-1000 S.Y.)	S.Y.	1	\$3.75	\$7.00	
302006	PROCESSING, PLACING, & COMPACTING EXISTING PAVEMENT AND BASE COURSE (8"-12" DEPTH) COMPLETE IN PLACE. (1001-5,000 S.Y.)	S.Y.	1	\$3.00	\$6.25	
302007	PROCESSING, PLACING, & COMPACTING EXISTING PAVEMENT AND BASE COURSE (8"-12" DEPTH) COMPLETE IN PLACE. (5001-11,000 S.Y.)	S.Y.	1	\$3.00	\$6.00	
302008	PROCESSING, PLACING, & COMPACTING EXISTING PAVEMENT AND BASE COURSE (8"-12" DEPTH) COMPLETE IN PLACE. (11,001 S.Y PLUS)	S.Y.	1	\$3.00	\$5.50	

303001	STATE BASE COURSE, DELIVERED TO SITE AND INSTALLED. (0-100 TONS)	TON	1	\$19.50	\$30.00
303002	STATE BASE COURSE, DELIVERED TO SITE AND INSTALLED. (101-500 TONS)	TON	1	\$17.00	\$25.00
303003	STATE BASE COURSE, DELIVERED TO SITE AND INSTALLED. (501-1000 TONS)	TON	1	\$16.00	\$24.00
303004	STATE BASE COURSE, DELIVERED TO SITE AND INSTALLED. (1001 PLUS TONS)	TON	1	\$16.00	\$23.00
407001	ASPHALT MATERIAL FOR TACK COAT, COMPLETE IN PLACE	TON	1	\$672.00	\$750.00
408001	PRIME COAT MATERIAL, COMPLETE IN PLACE (0-2000 S.Y.)	S.Y.	1	\$0.65	\$1.00
408002	PRIME COAT MATERIAL, COMPLETE IN PLACE (2001 PLUS S.Y.)	S.Y.	1	\$0.65	\$0.80
408200	FURNISH AND INSTALL DOUBLE PENETRATION (CHIP-SEAL), AS SPECIFIED (0 - 1000 S.Y.)	S.Y.	1	\$6.35	\$8.50
408201	FURNISH AND INSTALL DOUBLE PENETRATION (CHIP-SEAL), AS SPECIFIED (1001 - PLUS S.Y.)	S.Y.	1	\$6.00	\$6.50
414131	COLD MILLING (BITUMINOUS) 3" (0-1000 S.Y.)	S.Y.	1	\$3.00	\$5.00
414132	COLD MILLING (BITUMINOUS) 3" (1001-5000 S.Y.)	S.Y.	1	\$3.00	\$4.00
414133	COLD MILLING (BITUMINOUS) 3" (5001-11000 S.Y.)	S.Y.	1	\$2.50	\$3.50
414134	COLD MILLING (BITUMINOUS) 3" (11001 PLUS S.Y.)	S.Y.	1	\$2.00	\$3.00
423271	2" HOT-MIX ASPHALT SP IV, COMPLETE IN PALCE (0-100 SY)	S.Y.	1	\$45.00	\$15.00
423272	2" HOT-MIX ASPHALT SP IV, COMPLETE IN PALCE. (101-1000 SY)	S.Y.	1	\$10.75	\$13.00
423273	2" HOT-MIX ASPHALT SP IV, COMPLETE IN PALCE. (1001-5000 SY)	S.Y.	1	\$10.30	\$12.00
427274	2" HOT-MIX ASPHALT SP IV, COMPLETE IN PALCE. (5001 PLUS SY)	S.Y.	1	\$10.30	\$11.00
423275	3" HOT-MIX ASPHALT SP IV, COMPLETE IN PALCE. (0-100 SY)	S.Y.	1	\$55.00	\$21.00
423276	3" HOT-MIX ASPHALT SP IV, COMPLETE IN PALCE. (101-1000 SY)	S.Y.	1	\$15.35	\$18.00
423277	3" HOT-MIX ASPHALT SP IV, COMPLETE IN PALCE. (1001-5000 SY)	S.Y.	1	\$15.14	\$17.00

423278	3" HOT-MIX ASPHALT SP IV, COMPLETE IN PALCE. (500' PLUS SY)	S.Y.	1	\$15.12	\$16.85
451081	FURNISH AND INSTALL 8" CONCRETE PAVEMENT, COMPLETE IN PLACE (0-50 SY)	S.Y.	1	\$100.00	\$130.00
451082	FURNISH AND INSTALL 8" CONCRETE PAVEMENT, COMPLETE IN PLACE (51-100 SY)	S.Y.	1	\$85.00	\$125.00
451083	FURNISH AND INSTALL 8" CONCRETE PAVEMENT, COMPLETE IN PLACE (101 - 250 SY)	S.Y.	1	\$85.00	\$120.00
451084	FURNISH AND INSTALL 8" CONCRETE PAVEMENT, COMPLETE IN PLACE (251-500 SY)	S.Y.	1	\$83.00	\$115.00
451085	FURNISH AND INSTALL 8" CONCRETE PAVEMENT, COMPLETE IN PLACE (501 PLUS SY)	S.Y.	1	\$80.00	\$112.00
511001	CONCRETE RETAINING WALL LESS THAN 18" HEIGHT. (0 - 50 LF)	L.F.	1	\$30.00	\$60.00
511002	8" CONCRETE RETAINING WALL LESS THAN 18" HEIGHT. (51 - PLUS LF)	L.F.	1	\$32.00	\$55.00
511003	8" CONCRETE RETAINING WALL 18" TO 36" HEIGHT (0 - 50 LF)	L.F.	1	\$38.00	\$115.00
511004	8" CONCRETE RETAINING WALL 18" TO 36" HEIGHT (51 - PLUS LF)	L.F.	1	\$37.00	\$90.00
511110	FURNISH AND INSTALL 6" CONCRETE SLOPE PAVEMENT, AS SPECIFIED (0 - 50 S.Y.)	S.Y.	1	\$55.34	\$100.00
511111	FURNISH AND INSTALL 6" CONCRETE SLOPE PAVEMENT, AS SPECIFIED (51 - 200 S.Y.)	S.Y.	1	\$47.00	\$95.00
511112	FURNISH AND INSTALL 6" CONCRETE SLOPE PAVEMENT, AS SPECIFIED (201 - PLUS S.Y.)	S.Y.	1	\$47.00	\$90.00
516000	FLOWABLE FILL	C.Y.	1	\$95.00	\$190.00
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS, LUMP SUM NEGOTIATED AT TIME OF TASK ORDER	L.S.	1		
601111	REMOVAL OF ASPHALT SURFACING 0 - 3" PAVEMENT THICKNESS (0 - 500 S.Y.)	S.Y.	1	\$1.30	\$5.00
601112	REMOVAL OF ASPHALT SURFACING 0 - 3" PAVEMENT THICKNESS (501 PLUS S.Y.)	S.Y.	1	\$1.10	\$3.50
601113	REMOVAL OF ASPHALT SURFACING GREATER THAN 3" PAVEMENT THICKNESS (0 - 500 S.Y.)	S.Y.	1	\$1.50	\$6.00
601114	REMOVAL OF ASPHALT SURFACING GREATER THAN 3" PAVEMENT THICKNESS (501 PLUS S.Y.)	S.Y.	1	\$1.50	\$5.00
601120	REMOVAL OF CONCRETE CURB AND GUTTER, AND VALLEY GUTTER	L.F.	1	\$2.00	\$5.00

601121	REMOVAL OF 4" CONCRETE SIDEWALK/RAMP	S.Y.	1	\$2.50	\$12.00
601122	REMOVAL OF 6" CONCRETE DRIVE PAD, SIDEWALK, AND FILLET	S.Y.	1	\$2.50	\$13.50
601123	REMOVAL OF 8" CONCRETE PAVEMENT	S.Y.	1	\$4.00	\$17.50
607005	FURNISH AND INSTALL 4 STRAND BARBLESS WIRE 4' FENCE (0-500 LF)	LF	1	\$4.40	\$5.00
607006	FURNISH AND INSTALL 4 STRAND BARBLESS WIRE 4' FENCE (501 PLUS LF)	LF	1	\$4.40	\$3.75
607024	FURNISH AND INSTALL 4' CHAIN LINK FENCE	LF	1	\$13.00	\$20.00
607026	FURNISH AND INSTALL 6' CHAIN LINK FENCE	LF	1	\$16.00	\$24.00
607028	FURNISH AND INSTALL 8' CHAIN LINK FENCE	LF	1	\$18.00	\$38.00
608000	FURNISH AND INSTALL CAST IRON DETECTABLE WARNING SURFACE	S.F.	1	\$44.00	\$100.00
608001	8" CONCRETE SLAB (FILLET) COMPLETE IN PLACE. (0 - 100 S.Y.)	S.Y.	1	\$56.00	\$115.00
608002	8" CONCRETE SLAB (FILLET) COMPLETE IN PLACE. (101 - PLUS S.Y.)	S.Y.	1	\$56.00	\$110.00
608003	CONCRETE SIDEWALK 4" COMPLETE IN PLACE. (0-100 SY)	S.Y.	1	\$40.00	\$85.00
608004	CONCRETE SIDEWALK 4" COMPLETE IN PLACE. (101-250 SY)	S.Y.	1	\$40.00	\$80.00
608005	CONCRETE SIDEWALK 4" COMPLETE IN PLACE (251 PLUS SY)	S.Y.	1	\$40.00	\$75.00
608006	CONCRETE SIDEWALK 6" COMPLETE IN PLACE (0-100 SY)	S.Y.	1	\$50.00	\$125.00
608007	CONCRETE SIDEWALK 6" COMPLETE IN PLACE. (101-250 SY)	S.Y.	1	\$47.00	\$120.00
608008	CONCRETE SIDEWALK 6" COMPLETE IN PLACE. (251 PLUS SY)	S.Y.	1	\$47.00	\$115.00
608105	CONCRETE DRIVEPAD 6" COMPLETE IN PLACE. (0-100 SY)	S.Y.	1	\$50.00	\$100.00
608106	CONCRETE DRIVEPAD 6" COMPLETE IN PLACE. (101-250 SY)	S.Y.	1	\$50.00	\$95.00
608107	CONCRETE DRIVEPAD 6" COMPLETE IN PLACE. (251 PLUS SY)	S.Y.	1	\$49.00	\$90.00

609202	CONCRETE HEADER CURB 6" COMPLETE IN PLACE	L.F.	1	\$15.00	\$25.00
609318	CONCRETE MOUNTABLE CURB AND GUTTER 6"x18" COMPLETE IN PLACE	L.F.	1	\$15.50	\$22.00
609324	CONCRETE MOUNTABLE CURB AND GUTTER 6"x24" COMPLETE IN PLACE.	L.F.	1	\$16.50	\$25.00
609330	CONCRETE MOUNTABLE CURB AND GUTTER 6"x30" COMPLETE IN PLACE.	L.F.	1	\$17.50	\$27.00
609424	CONCRETE BARRIER CURB & GUTTER, TYPE A, 6" x24" COMPLETE IN PLACE (0-100 L.F.)	L.F.	1	\$17.50	\$26.00
609425	CONCRETE BARRIER CURB & GUTTER, TYPE A, 6" x24" COMPLETE IN PLACE (101 - 500 L.F.)	L.F.	1	\$16.50	\$25.00
609426	CONCRETE BARRIER CURB & GUTTER, TYPE A, 6" x24" COMPLETE IN PLACE (501 - PLUS L.F.)	L.F.	1	\$15.50	\$23.00
609430	CONCRETE BARRIER CURB & GUTTER TYPE "A" 6" x 30" COMPLETE IN PLACE	L.F.	1	\$17.50	\$27.00
609431	CONCRETE BARRIER CURB & GUTTER TYPE "A" 8" x 30", COMPLETE IN PLACE	L.F.	1	\$17.50	\$30.00
609624	CONCRETE VALLEY GUTTER 8"x24" COMPLETE IN PLACE	L.F.	1	\$18.00	\$27.00
609636	CONCRETE VALLEY GUTTER 8"x36" COMPLETE IN PLACE. (0-50 LF)	L.F.	1	\$22.00	\$33.00
609637	CONCRETE VALLEY GUTTER 8"x36" COMPLETE IN PLACE. (51-100 LF)	L.F.	1	\$21.00	\$31.00
609639	CONCRETE VALLEY GUTTER 8"x36" COMPLETE IN PLACE. (101 - PLUS LF)	L.F.	1	\$19.00	\$29.00
609650	CONCRETE VALLEY GUTTER 8"x60" COMPLETE IN PLACE. (0 - 50 LF)	L.F.	1	\$42.00	\$65.00
609651	CONCRETE VALLEY GUTTER 8"x60" COMPLETE IN PLACE. (51 - 101 LF)	L.F.	1	\$40.00	\$63.00
609652	CONCRETE VALLEY GUTTER 8"x60" COMPLETE IN PLACE. (101 - PLUS LF)	L.F.	1	\$40.00	\$60.00
609705	CONCRETE LAYDOWN CURB 8"x24" COMPLETE IN PLACE	L.F.	1	\$15.40	\$23.00
662400	ADJUST MANHOLE TO GRADE, COMPLETE IN PLACE	EACH	1	\$700.00	\$1,000.00
662500	INSTALL OWNER FURNISHED MANHOLE RING AND COVER, COMPLETE IN PLACE	EACH	1	\$300.00	\$1,000.00
663855	ADJUST, OWNER FURNISHED VALVE BOX TO GRADE, COMPLETE IN PLACE	EACH	1	\$200.00	\$350.00

663933	ADJUST EXISTING SANITARY SEWER CLEANOUT, COMPLETE IN PLACE	EACH	1	\$180.00	\$300.00
667300	BUILD MASONRY BLOCK WALL, COMPLETE IN PLACE. (0 - 2' HEIGHT)	L.F.	1	\$24.00	\$50.00
667301	BUILD MASONRY BLOCK WALL, COMPLETE IN PLACE. (2' - 4' HEIGHT)	L.F.	1	\$40.00	\$65.00
667302	BUILD MASONRY BLOCK WALL, COMPLETE IN PLACE. (4' - 6' HEIGHT)	L.F.	1	\$45.00	\$73.00
667303	CONCRETE FOUNDATION FOR MASONRY BLOCK WALL, AS SPECIFIED	C.F.	1	\$14.00	\$25.00
701000	ALUMINUM PANEL SIGNS (PERMANENT SIGNING)	S.F.	1	\$16.00	\$25.00
701101	STEEL PIPE FOR, BASE POSTS, AND SIGN POSTS (PERMANENT SIGNING), AS SPECIFIED	L.F.	1	\$13.00	\$12.00
701201	FURNISH AND INSTALL TRIANGULAR SLIP BASE (PERMANENT SIGNING), AS SPECIFIED	L.F.	1	\$143.00	\$1,000.00
702800	TRAFFIC CONTROL PLAN, LUMP SUM NEGOTIATED AT TIME OF TASK ORDER	L.S.	1		
704001	RETROREFLECTORIZED PAINTED MARKINGS 4"	L.F.	1	\$0.45	\$0.95
704762	HOT THERMOPLASTIC STRIPE MARKINGS 12"	L.F.	1	\$4.00	\$12.00
704764	HOT THERMOPLASTIC PAVEMENT STRIPE 24"	L.F.	1	\$8.00	\$25.00
801000	CONSTRUCTION STAKING BY CONTRACTOR, CONTROL POINTS PROVIDED BY THE CITY OF HOBBS, NEGOTIATED AT TIME OF TASK ORDER	L.S.	1		
915600	FURNISH AND INSTALL SIDEWALK CULVERT WITH STEEL PLATE TOP NMI APWA 2236	EACH	1	\$1,320.00	\$1,800.00
TOTAL BID PRICE				\$7,520.00	\$14,179.10



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 4, 2015

SUBJECT: Amending Section 3.25.030 of the Hobbs Municipal Code

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: April 28, 2015
SUBMITTED BY: Michael H. Stone, City Attorney

Summary:

Section 3.25.030 of the Hobbs Municipal Code exempts several entities from the fund capping requirements of social service agencies the City funds each year. The annual cap is set at 20 agencies and \$250,000.00. Currently, the Economic Development Corporation of Lea County, Hobbs Chamber of Commerce, Hobbs Hispano Chamber of Commerce, Hobbs Juneteenth Committee and any Lodger's Tax Event are exempt from the capping requirements. The Community Drug Coalition of Lea County ("CDC") was exempt for three fiscal years, but, it is no longer an exempt agency under the ordinance.

On April 20, 2015, the city commission voted to publish an amendment to 3.25.030 to include CDC as an exempt entity. This proposed amendment would also exempt the African American Chamber of Commerce, Hobbs. Further, Hobbs Juneteenth Committee would cease being an exempt entity; however, they will operate cooperatively through the African American Chamber for funding each year to promote the objectives of the Juneteenth Committee.

Fiscal Impact:

The fiscal impact will be the City Commission's ability to fund the African American Chamber each year and the funding will include the Juneteenth Committee.

Reviewed By: _____

[Signature]
Finance Department

Attachments:

Proposed Ordinance

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation: Publish the amended ordinance if it meets with Commission approval.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3.25.030 OF THE
HOBBS MUNICIPAL CODE REGARDING EXEMPT ENTITIES

The following entities shall be exempt from the capping requirements of Sections 3.25.010 and 3.25.020 of this code:

A. Economic Development Corporation of Lea County;

Hobbs Chamber of Commerce;

Hobbs Hispano Chamber of Commerce;

Hobbs Juneteenth Committee;

Community Drug Coalition of Lea County;

African American Chamber, Hobbs; and

Any Lodgers' Tax Event.

B. ~~The Community Drug Coalition shall be exempt from the capping requirements of Sections 3.25.010 and 3.25.020 of this code for the following fiscal years:~~

~~2011-2012;~~

~~2012-2013; and~~

~~2013-2014.~~



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: May 4th, 2015

SUBJECT: Authorizing a reclassification of General Fund expenditures to fund the City of Hobbs – Toby Keith concert at RockWind Grand opening

DEPT. OF ORIGIN: City Manager
DATE SUBMITTED: April 30th, 2015
SUBMITTED BY: JJ Murphy, City Manager

Summary:

Funding the Toby Keith concert will require a reclassification of general fund expenditures in the amount of \$600,000. Any revenues generated from this event would offset the majority of cost from the \$600,000.

Fiscal Impact:

Reviewed By: _____

[Signature]
Finance Department

Total fiscal impact would be a reclassification of funds from Taylor Ranch Project (010320-44901-00184) to a new event project(010330-42601-00217) in the amount of \$600,000.

Attachments:

Resolution

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation:

To be determined by City Commission.

Approved For Submittal By:

Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

Denied _____

File No. _____

CITY OF HOBBS

RESOLUTION NO. 6292

A RESOLUTION AUTHORIZING RECLASSIFICATION OF
GENERAL FUNDS EXPENDITURES TO FUND THE CITY OF HOBBS
TOBY KEITH CONCERT AT ROCKWIND GRAND OPENING

WHEREAS, funding of the Toby Keith concert will require a reclassification of general fund expenditures in the amount of \$600,000; and

WHEREAS, any revenues generated from this event would offset the majority of cost from the \$600,000;

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 allow the reclassification of general funds in order to fund the City of Hobbs – Toby Keith concert.

PASSED, ADOPTED AND APPROVED this 4th day of May, 2015.

JOSEPH D. CALDERON, Mayor Pro Tem

ATTEST:

JAN FLETCHER, City Clerk