

Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Jonathan Sena

Patricia A. Taylor

Joseph D. Calderón

Garry A. Buie

John W. Boyd

City Manager

J. J. Murphy

February 16, 2016



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

Tuesday, February 16, 2016 - 6:00 p.m.

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner - District 1

Jonathan Sena
Commissioner - District 2

Patricia A. Taylor
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

*City Commission Meetings are
Broadcast Live on KHBX FM 99.3 Radio*

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the February 1, 2016, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

2. Presentation and Award by USSSA Naming Ziaplex as the "Regional Complex of the Year"

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.)*

3. Resolution No. 6405 - Authorizing the Transfer of Ownership of Hobbs Police Department K-9 Police Dog Named "Parker" to Detective Eli Gomez *(Police Chief Chris McCall)*

DISCUSSION

4. Rockwind Community Links - Selected as One of the "Top Five New Golf Course Developments of the Year" in the World by Golf, Inc!

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

5. Resolution No. 6406 - Adopting a Budgetary Adjustment for FY 15-16 *(Toby Spears)*
6. Resolution No. 6407 - Approving the City of Hobbs 2015 Fiscal Year Audit Report as Prepared by Accounting and Consulting Group, LLP (now known as RPC CPA + Consultants, LLP) *(Toby Spears)*
7. **PUBLICATION**: Proposed Ordinance Approving the Sale of Real Property by Eddy-Lea Energy Alliance, LLC, (ELEA), Pursuant to the New Mexico Joint Powers Act, and Authorizing ELEA to Execute a Land Purchase Option Agreement with Holtec International *(Mayor Sam Cobb)*
8. Consideration of Approval to Allow the Existing Governmental Liquor License No. 90005 at Rockwind Community Golf Links, Currently Leased to Mr. Joe Yue d/b/a Rockwind Grill, LLC, to be Fully Used for the Sale of Alcoholic Beverages as Authorized by State Law *(Mike Stone)*
9. Consideration of Approval of a Work Order with Ramirez & Son's, Inc., for Improvements on Temple Street in the Total Estimated Cost of \$163,854.35 *(Todd Randall)*

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

10. Next Meeting Date:
 - ▶ Regular Meeting - **Monday, March 7, 2016**, at 6:00 p.m.

ADJOURNMENT

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the above meeting, please contact the City Clerk's Office at (575) 397-9207 at least 72 hours prior to the meeting or as soon as possible.



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 16, 2016

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: February 5, 2016
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Meeting of February 1, 2016

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:



Department Director



City Manager

**CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN**

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

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, February 1, 2016, 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 Patricia A. Taylor
Commissioner Joseph D. Calderón
Commissioner Garry A. Buie
Commissioner John W. Boyd

Also present:

Chris McCall, Acting City Manager
Mike Stone, City Attorney
Efren Cortez, Assistant City Attorney
Eric Enriquez, Fire Chief
Barry Young, Deputy Fire Chief
Shawn Williams, Fire Marshal
Paul Thompson, Fire Captain
Brandon Roberts, Fire Battalion Chief
Raymond Bonilla, Community Services Director
Manny Marquez, Building Official
Art De La Cruz, Code Enforcement Superintendent
Ron Roberts, Information Technology Director
Nicholas Goulet, Human Resources Director
Toby Spears, Finance Director
Todd Randall, City Engineer
Tim Woomeer, Utilities Director
Linda Howell, Golf Course General Manager
Michal Hughes, Parks and Recreation Superintendent
Matt Hughes, Golf Superintendent
Britt Lusk, Teen Center Supervisor
Meghan Mooney, Director of Communications
Sandy Farrell, Library Director
Ann Betzen, Executive Assistant/Risk Manager
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
26 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Newman moved that the minutes of the regular meeting held on January 19, 2016, be approved as presented. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Hobbs Fire Department Citizen's Lifesaving Award - Awarded to Romeo Gonzales in Recognition of the Heroic Acts Displayed on December 21, 2015, when the Family Home Caught on Fire. Fire Chief Eric Enriquez and Battalion Chief Brandon Roberts recognized Romeo Gonzales who saved the lives of his family members when he alerted them to a house fire on December 21, 2015. Mr. Gonzales was honored with an Honorary Firefighter Award and HFD Coin.

Hobbs Fire Department Promotion - Captain Maxey Brown Promoted to Battalion Chief. Fire Chief Enriquez announced that Capt. Maxey Brown has been promoted to Battalion Chief for the City of Hobbs Fire Department. He congratulated Battalion Chief Brown on his new promotion. His wife, Ms. Selene Brown, pinned on his badge. Battalion Chief Brown stated he is excited to begin this next step in his career.

Public Comments

Mr. Robert Lujan suggested the City consider employing kids of the ages of 14 and 15 for summer jobs. Mayor Cobb stated City staff will research employment but the current policy is they must be 16 years of age. of underage children and will report back to him.

CONSENT AGENDA

There were no consent items presented.

Discussion

There were items for discussion presented.

Action Items

Resolution No. 6404 - Approving the 2016 Second Quarter Financial Report for the New Mexico Department of Finance and Administration. Mr. Toby Spears, Finance Director, stated the State of New Mexico recommends, although not required, that the quarterly DFA Financial Reports be approved by the governing body. He explained the second quarter report and stated \$121 million in cash have been accounted for and, of that amount, \$57 million are restricted funds. Mr. Spears stated he will be presenting quarterly reports to the Commission on a quarterly basis.

There being no further discussion or comments, Commissioner Boyd moved that Resolution No. 6404 adopted as presented. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the resolution and supporting documents are attached and made a part of these minutes.

Consideration of Approval of RFP No. 480-16 for Professional Engineering Services for the Effluent Reuse Project, Phase II, and Recommendation to Enter Into As-Needed Professional Services Agreements with the Following Six Engineering Firms: Molzen-Corbin, Wilson & Company, Parkhill, Smith & Cooper, Inc., Pettigrew & Associates, Souder, Miller & Associates and West Texas Consultant. Mr. Tim Woomer, Utilities Director, explained the RFP and stated the proposal is to provide as-needed professional engineering services in the development of the City's Effluent Reuse Project, Phase II. He stated the engineering services to be provided include: (1) Feasibility and environmental studies; (2) Design of project infrastructure; (3) Construction inspection services; (4) Material testing services; and (5) Submission of grant/loan funding documents. Mr. Woomer stated an evaluation committee reviewed and ranked the following firms as follows: Molzen-Corbin of Albuquerque, New Mexico, Wilson & Company of Rio Rancho, New Mexico, Parkhill, Smith & Cooper, Inc., of Lubbock, Texas, Pettigrew & Associates of Hobbs, New Mexico, Souder, Miller & Associates of Hobbs, New Mexico, and West Texas Consultant of Andrews, Texas. He stated it is staff's recommendation that agreements be executed with all six respondents.

There being no discussion, Commissioner Boyd moved to approve the professional engineering services with Molzen-Corbin, Wilson & Company, Parkhill, Smith & Cooper, Inc., Pettigrew & Associates, Souder, Miller & Associates and West Texas Consultant for as-needed professional engineering services in the development of City's Effluent Reuse Project, Phase II as presented. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor

yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. Copies of the supporting documents are attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Commissioner Newman stated Mr. Jason Solomon, an employee of the City from the Utilities Department, passed away this week. He requested that the family be kept in continued prayers.

Commissioner Calderón stated he and Mayor Cobb attended Municipal Day at the State Legislature in Santa Fe, New Mexico, on January 28 and 29, 2016. He stated attendees are excited for the NMML Annual Conference that will be held in Hobbs in August, 2016.

Commissioner Taylor thanked everyone who attended the Candidate Forum at Booker T. Washington School. She stated the voices of the people in District 3 are being heard regarding the use of Lodgers' Tax funds and the Taylor Ranch Project.

Commissioner Taylor thanked Mr. Gonzales for a good job on saving his family from a house fire.

Commissioner Sena stated he will be starting his third term in March, 2016, and it has been a blessing and pleasure to serve on the Commission. He thanked Commissioners Boyd and Calderón for being his mentors and teachers on the Commission.

Commissioner Sena stated he supports the Taylor Ranch Project and would like to see it move forward.

Commissioner Sena stated the City has been working on a proposed ordinance which will help police officers in addressing the issue of speeding in the community. He requested that introduction of the new ordinance for its first reading occur next month or as soon as possible in April.

Mayor Cobb agreed with the comments of Commissioner Calderón related to Municipal Day at the State Legislature. He stated the lack of oil and gas revenues is being felt at the State level. Last year, the State of New Mexico had \$230 million in new money and this year it is anticipated to only be \$30 million. Mayor Cobb stated representatives of the New Mexico Municipal League and the City's lobbyist, Luke Otero, will help watch for the interest of the City of Hobbs and will lobby the State against taking monies from the coffers of municipalities.

Mayor Cobb expressed appreciation for the support of City Staff, the City Commission and the citizens of the community, working together as a whole to better the City.

There being no further discussion or business, Commissioner Boyd moved that the meeting adjourn. Commissioner Buie seconded the motion. The vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. The meeting adjourned at 6:25 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 16, 2016

SUBJECT: Authorizing the Transfer of Ownership of the Hobbs Police Department K9 Parker.

DEPT. OF ORIGIN: Police Department
DATE SUBMITTED: February 9, 2016
SUBMITTED BY: Brian Dunlap, Deputy Chief of Police

Summary:

The City currently has ownership of a working police dog name Parker, which has completed his beneficial service to the citizens of Hobbs. Parker's previous handler, Detective Eli Gomez, was Parker's handler for a number of years and has formed a close bond with Parker. Gomez desires the City to transfer ownership to him. In return, Gomez will become responsible for the dog's medical care, annual licensing and food. Gomez will assume all liability associated with Parker as specifically enumerated in a Transfer of Ownership and Release of Liability Agreement. Gomez shall not receive any further stipends from the City as associated with his handling of Parker.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

There will be no fiscal impact to the City of Hobbs as Detective Gomez will be solely responsible for all care and liability of Parker and Gomez will receive no stipends associated with K9 Parker.

Attachments:

- 1. Resolution
2. Transfer of Ownership and Release of Liability

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

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COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6405

A RESOLUTION AUTHORIZING THE TRANSFER OF OWNERSHIP
OF THE CITY OF HOBBS POLICE DEPARTMENT K-9 NAMED PARKER

WHEREAS, the City currently has ownership of a working police dog named Parker; and

WHEREAS, Parker has completed his beneficial service to the citizens of Hobbs; and

WHEREAS, Detective Eli Gomez, Parker's former handler, has formed a close bond with Parker and desires to have ownership transferred to him; and

WHEREAS, Detective Gomez will become responsible for all medical care, annual licensing and food; and

WHEREAS, Detective Gomez will assume all liability associated with Parker as specifically enumerated in a Transfer of Ownership and Release of Liability;

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 take all necessary and appropriate action to effectuate this resolution and specifically to transfer ownership of the City of Hobs Police Department K-9 Parker to Detective Eli Gomez, as fully set forth in a Transfer of Ownership and Release of Liability Agreement.

PASSED, APPROVED AND ADOPTED this 16th day of February, 2016.

ATTEST:

SAM D. COBB, Mayor

JAN FLETCHER, City Clerk

TRANSFER OF OWNERSHIP AND
RELEASE OF LIABILITY

WHEREAS, the City of Hobbs, hereinafter referred to as "City", owns a working police dog named Parker. Detective Eli Gomez, hereinafter referred to as "Gomez", served as Parker's handler for a number of years; and

WHEREAS, Gomez and Parker have developed a significant bond during their service; and

WHEREAS, the decision has been made to retire Parker from Hobbs Police Department as a working police dog as he has completed his beneficial service to the City of Hobbs; and

WHEREAS, Gomez desires to keep Parker and become responsible for the complete care of Parker; and

WHEREAS, the City desires to transfer ownership of Parker to Gomez in return for a complete release from Gomez of any and all legal responsibility associated with Parker that may arise in the future and the complete care and responsibility for Parker.

1. The City of Hobbs shall transfer ownership of Parker to Gomez upon approval by the City Commission and at the time this document is executed by all parties.

2. Gomez shall be responsible for the on-going care for Parker, including, but not limited to, any and all medical care, preventative inoculations (rabies, distemper, bordetella, etc.), all annual city/state licensing fees and food.

3. Gomez agrees to abide by all City Ordinances and State Statutes regarding the ownership of Parker.

4. Gomez agrees to assume all responsibility and liability associated with Parker. Gomez agrees to indemnify the City of Hobbs, its employees, mayor and commission for any legal action initiated alleging negligence on the part of Parker wherein the City of Hobbs, its employees, mayor and/or commissioner are named as defendants. Currently, the parties are unaware of any pending legal matters as a result of acts or alleged negligence on the part of Parker. This indemnification provision shall not apply to any event giving rise to potential liability that occurred before the signing of this document.

5. Upon the signing of this document by all parties, Gomez will no longer be entitled to any additional compensation from the City of Hobbs associated with his dog handling responsibilities, as it pertains to Parker. This provision does not preclude Gomez from serving as a canine officer with any other police dog and receiving appropriate compensation for such new responsibilities.

6. The City shall present this Transfer of Ownership and Release of Liability to the City Commission to obtain an appropriate Resolution, authorizing Mayor Sam D. Cobb to execute this agreement on behalf of the City of Hobbs.

DATED this 16th day of February, 2016.

SAM D. COBB
City of Hobbs Mayor

JAN FLETCHER
City Clerk

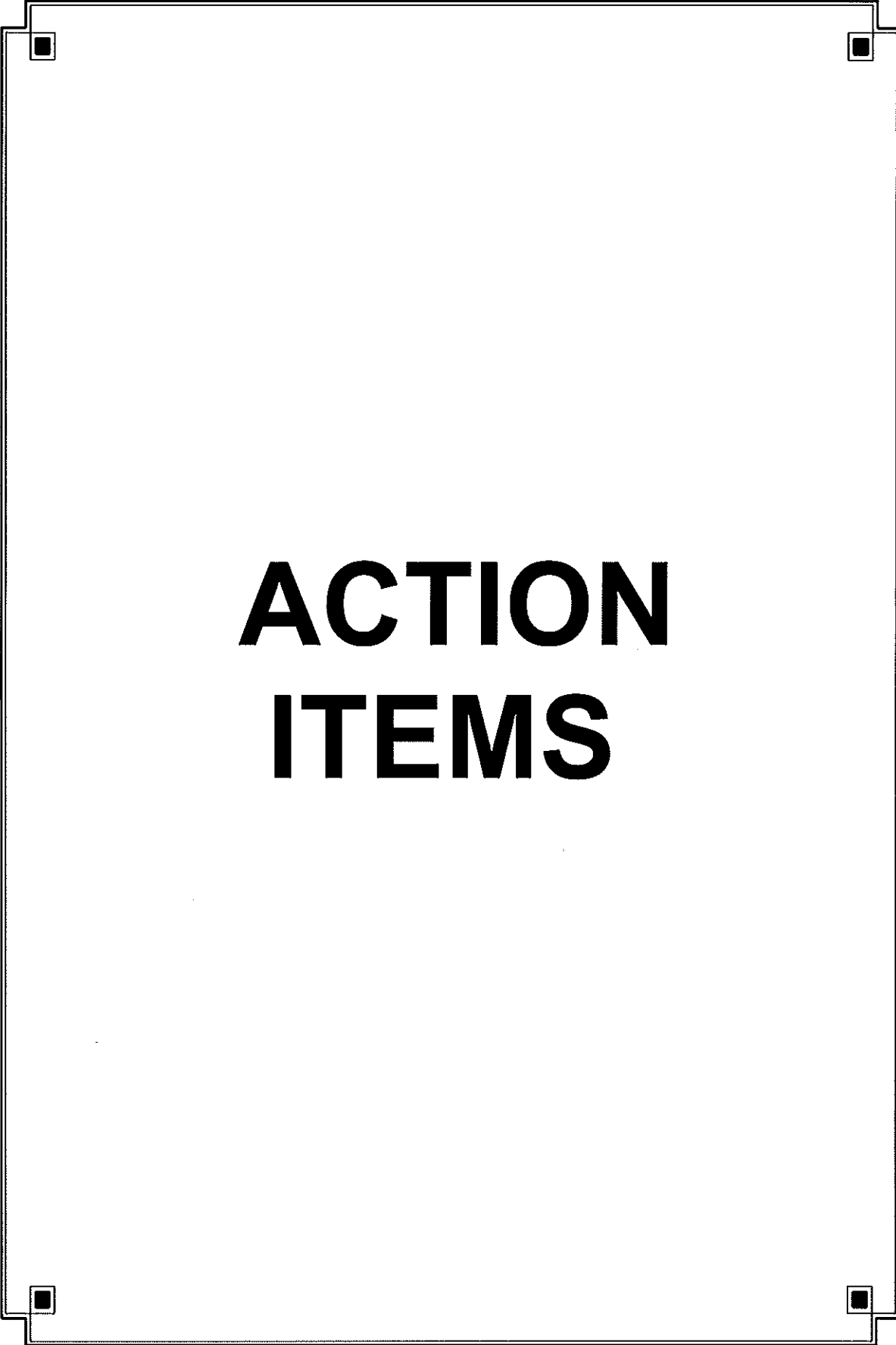
TOBY SPEARS
Finance Director

ELI GOMEZ

Approved as to Form:

MICHAEL H. STONE
City Attorney

DISCUSSION



ACTION ITEMS



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 16, 2016

SUBJECT: Resolution adopting budgetary adjustment for the Fiscal Year 2015-2016
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: February 8, 2016
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

The fiscal budget of the City of Hobbs is adopted by resolution, and reviewed and approved by the Department of Finance & Administration. The budget is prepared prior to the beginning of the fiscal year, and as such, from time to time it becomes necessary to adjust the budget for items not contemplated at the time of its preparation, or for issues that arise during the fiscal year. Enclosed is a budgetary adjustment for the current year. There are several adjustments to individual line items within the multiple funds both increasing and decreasing revenue, expenses, and transfers within funds. A summary of the funds adjusted is attached to this resolution. After this adjustment is approved by the Commission, it must be forwarded to the Department of Finance & Administration for their approval.

Fiscal Impact:

Reviewed By: _____

[Signature]
Finance Department

The effect of these budgetary adjustments on the **general fund** decrease the ending cash balance from \$28,214,746.34 to \$27,414,755.18. This is accomplished by a decrease in estimated revenue of \$9,133,237.00, a decrease in estimated expenditures of \$7,775,819.27 and a decrease in transfers of \$557,426.57.

The effect of these budgetary adjustments to **all funds** decreases the ending cash balance from \$47,815,930.46 to \$46,367,907.61 for all funds. This is accomplished by a decrease in estimated revenue in the amount of \$10,715,029.17 and a decrease in estimated expenditures of \$9,267,006.31.

Attachments:

- Actual Cash Balances
- Budgeted Adjustments by Fund
- Resolution approving Budget Adjustment for the fiscal year 2015-2016

Legal Review:

Approved As To Form: _____

[Signature]
City Attorney

Recommendation:

Motion to approve the resolution.

Approved For Submittal By:

[Signature]
Department Director
[Signature]
City Manager

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COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 6406

BUDGETARY ADJUSTMENT
FISCAL YEAR 2015-2016

WHEREAS, the City Commission of the City of Hobbs, New Mexico, has found it necessary to amend certain items within the fiscal year budget in order to provide for additional expenditures and transfers not contemplated at the time of the preparation of the 2015-2016 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the items of the 2015-2016 fiscal budget be amended.

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

PASSED, ADOPTED AND APPROVED this 16th day of February, 2016

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

City of Hobbs
FY16 Final Preliminary Budget (January 2016)

	Beginning Cash	Total Revenue	Interfund Transfer	Total Expenditures	Ending Cash	
1 GENERAL	86,088,855.09	63,453,641.79	(34,974,341.49)	87,153,400.21	27,414,755.18	31%
2 LAND ACQUISITION	-	-	500,000.00	500,000.00	-	
General Fund Subtotal	86,088,855.09	63,453,641.79	(34,474,341.49)	87,653,400.21	27,414,755.18	
11 LOCAL GOV CORR	76,769.45	180,100.00		137,500.00	119,369.45	
12 POLICE PROTECTION	53,815.87	88,000.00		88,000.00	53,815.87	
13 P D N (parif, drug, narcotics)	31,862.83		31,862.83	31,862.83	31,862.83	
15 COPS GRANT	1,000.00	101,323.33	100,890.00	202,213.33	1,000.00	
16 RECREATION	-	36,000,000.00	25,015,000.00	61,015,000.00	-	
17 OLDER AMERICAN	-	194,227.00	914,597.56	1,108,148.95	675.61	
18 GOLF	-	1,287,750.00	2,263,395.59	3,551,145.59	-	
19 CEMETERY	1,000.00	166,500.00	682,091.25	798,591.25	51,000.00	
20 AIRPORT	290,823.69	38,300.00		93,820.18	235,303.51	
23 LODGERS' TAX	713,543.86	1,276,200.00		1,681,450.38	308,293.48	
27 PUBLIC TRANSPORTATION	1,000.00	673,936.89	496,488.43	1,153,040.12	18,385.20	
28 FIRE PROTECTION	673,256.72	385,800.00	(365,000.00)	259,889.20	434,167.52	
29 EMER MEDICAL SERV	501.40	20,000.00		20,000.00	501.40	
Special Revenue Subtotals	1,843,573.82	40,412,137.22	29,139,325.66	70,140,661.83	1,254,374.87	
37 COMM DEVE CONST	1,000.00	500,000.00	608,590.80	1,109,590.80	-	
46 BEAUTIFICATION IMPROVEMEN	1,880,531.23		(575,806.91)	1,304,724.32	-	
48 STREET IMPROVEMENTS	1,017,736.28	2,759,859.75	1,642,303.14	4,738,881.61	681,017.56	
49 CITY COMM. IMPROVEMENTS	207,003.68	2,522,874.08	(2,729,877.76)		0.00	
Capitol Project Subtotals	3,106,271.19	5,782,733.83	(1,054,790.73)	7,153,196.73	681,017.56	
51 UTILITY BOND	-		307,004.68	307,004.68	-	
53 WASTEWATER BOND	1,989,842.96		2,053,023.05	2,053,023.05	1,989,842.96	
Debt Service Subtotals	1,989,842.96	-	2,360,027.73	2,360,027.73	1,989,842.96	
10 SOLID WASTE	1,015,425.47	6,136,656.57		6,136,656.57	1,015,425.47	
44 JOINT UTILITY EXTENSIONS CAPI	-	1,300,000.00	3,659,928.80	4,862,674.37	97,254.43	
60 JOINT UTILITY	3,974,698.92		1,419,973.35	5,394,672.27	-	
61 JOINT UTILITY CONST	-	238,000.00	3,544,875.11	3,782,875.11	-	
62 WASTE WATER PLANT CONST	5,196,383.00	4,050,000.00	9,881,598.52	19,127,981.52	-	
63 JOINT UTILTIY - WASTEWATER	5,630,113.41		(1,227,359.91)	2,413,641.32	1,989,112.18	
65 JOINT UTILTIY INCOME - WASTE	-	7,086,737.04	(7,086,737.04)		-	
66 JOINT UTILITY INCOME	-	6,263,500.00	(6,263,500.00)		-	
68 METER DEPOSIT RES	655,087.64	150,000.00		150,000.00	655,087.64	
69 INTERNAL SUPPLY	-	450,000.00	101,000.00	550,000.00	1,000.00	
Utility Subtotals	16,471,708.44	25,674,893.61	4,029,778.83	42,418,501.16	3,757,879.72	
64 MEDICAL INSURANCE	792,665.17	5,641,156.91		5,641,156.91	792,665.17	
67 WORKERS COMP TRUST	932,747.57	500,000.00		500,000.00	932,747.57	
Internal Service Subtotal	1,725,412.74	6,141,156.91	-	6,141,156.91	1,725,412.74	
70 MOTOR VEHICLE	1,000.00	4,500,000.00		4,500,000.00	1,000.00	
71 MUNI JUDGE BOND FUND	201,671.84				201,671.84	
72 RETIREE HEALTH INSURANCE TR	8,963,501.31	1,029,188.07		1,029,188.07	8,963,501.31	
73 CRIME LAB FUND	61,612.63	100,000.00		100,000.00	61,612.63	
75 FORECLOSURE TRUST FUND	71.88				71.88	
76 RECREATION TRUST	92,612.51	2,000.00			94,612.51	
77 LIBRARY TRUST	4,734.68	4,000.00		4,000.00	4,734.68	
78 SENIOR CITIZEN TRUST	7,264.44	1,500.00		1,500.00	7,264.44	
79 PRAIRIE HAVEN MEM	5,327.76	10.00			5,337.76	
80 COMMUNITY PARK TRUST	1,425.09				1,425.09	
82 EVIDENCE TRUST FUND	121,878.29	54,000.00			175,878.29	
83 HOBBS BEAUTIFUL	22,574.18	1,650.00		1,650.00	22,574.18	
86 CITY AGENCY TRUST	4,939.97	2,000.00		2,000.00	4,939.97	
Trust & Agency Subtotals	9,488,614.58	5,694,348.07	-	5,638,338.07	9,544,624.58	
Grant Total All Funds	120,714,278.82	147,158,911.43	0.00	221,505,282.64	46,367,907.61	

10,715,029.16

9,267,006.31

fund	org	object	project	Desc	Revised Budget	Proposed		Revised Budget	after BAR	Comment
						Increase/	(Decrease)			
001	010100	44901	00055	Drainage Channel/Cleanup	810,853.99	(500,000.00)		310,853.99	Budget meeting (Todd will give a final amt to cut)	
001	010100	42302	00025	NMML Conference	20,000.00	175,000.00		195,000.00	reclass of COH Lodgers' Tax award	
001	010100	42601		Professional Service	478,284.38	95,000.00		573,284.38	2015 carryovers	
001	010100	42602		Drug Alliance	100,000.00	25,000.00		125,000.00	2015 carryovers	
001	010100	44901	00230	Land Purchase Donation	-	250,000.00		250,000.00	Turner St. Art	
001	010110	43004		Vehicle - new	25,000.00	(25,000.00)		-	Budget meeting	
001	010410	44901	00224	Central/Grimes/ JHB Inter. Imp	1,148,849.54	(948,849.54)		200,000.00	Budget meeting	
001	010145	43801		Copiers	42,725.00	13,500.00		56,225.00	P&R copier	
001	010202	42309		Supplies - Forensic	-	3,379.00		3,379.00	transfer from 0203	
001	010203	42309		Supplies - Forensic	20,000.00	(3,379.00)		16,621.00	transfer to 0202	
001	010201	42363		Accreditation	-	1,589.10		1,589.10	transfer from 204	
001	010204	42363		Accreditation	12,500.00	(1,589.10)		10,910.90	transfer to 203	
001	010320	43006		Equipment over 5000	402,483.55	(13,500.00)		388,983.55	P&R copier	
001	010320	43011		Land Improvements	305,686.25	(25,000.00)		280,686.25	Budget meeting	
001	010320	44901	00184	Taylor Ranch	17,984,950.17	(12,515,799.32)		5,469,150.85	reduce project budget	
001	010320	44901	00213	City Park Project	474,460.29	4,000,000.00		4,474,460.29	budgeting total project (including grant portion)	
001	010330	42642		Gus Macker	25,300.00	100,000.00		125,300.00	to encumber entertainment for Slam and Jam	
001	010335	43006		Equipment over 5000	5,883.03	22,000.00		27,883.03	Del Norte Pool Tile Repair	
001	010335	44901	00176	Splash Pads	26,424.97	(26,424.97)		-	Budget meeting	
001	010342	42357		Advertising	18,000.00	(4,000.00)		14,000.00	transfer from adv to travel	
001	010342	42302		Travel Meas & Schools	3,500.00	4,000.00		7,500.00	transfer from adv to travel	
001	010412	42404		Signs & Signs	104,058.87	60,295.32		164,354.19	traffic signal repair (due to accidents)	
001	010421	44901	00065	Parks Maint Building	35,325.28	(24,294.16)		11,031.12	Budget meeting	
001	010421	44901	00113	Eagle IC	30,336.38	(22,503.90)		7,832.48	Budget meeting	
001	010421	44901	00223	City Hall East Parking Lot	96,101.55	(65,000.00)		31,101.55	Budget meeting	
001	010421	44901	00233	Parking	-	275,000.00		275,000.00	new property acquisition	
001	010421	44901	00234	GOLF PORTABLE BLDG	-	16,796.00		16,796.00	remodel golf course mobile home classroom	
001	010422	43003	00231	overtime	27,108.00	158,633.30		158,633.30	golliath overtime	
001	010422	43003		Vehicle Replacement	(27,108.00)	-		-	vehicle will not be purchased	
001	010423	44901	00148	Paving Rehabilitation	1,403,231.47	775,000.00		2,178,231.47	Jefferson Street rehab	
001	010423	42344	00231	Snow & Ice Removal	-	260,000.00		260,000.00	golliath	
001	010423	43004	00231	vehicle new	-	191,436.00		191,436.00	snow plows	
001 Total						(7,775,819.27)		202,213.33	2015 Cops Grant	
150	154015	41*		salaries & benefits	-	202,213.33		202,213.33		
150 Total						202,213.33		202,213.33		
160	164016	42302		Travel Meals & Schools	-	15,000.00		15,000.00	hwlc related travel	

Jan Bar Detail

160 Total								
180	184315	42403	Machine Repair & Mtc	35,000.00	15,000.00	42,000.00	transfer from Comp System Maint	
180	184315	42403	Machine Repair & Mtc	42,000.00	10,000.00	52,000.00	Golf Course Equipment Repair	
180	184315	42418	Computer System Maint	10,000.00	(7,000.00)	3,000.00	Transfer to Machine Repair & Maint	
180	184316	42201	Utilities	84,000.00	(18,000.00)	66,000.00	Reduction per Doug	
180	184316	42203	Dues & Subs	4,950.00	(600.00)	4,350.00	forego NGF membership	
180	184316	42205	Bank Charges	-	17,000.00	17,000.00	credit card fees	
180	184316	42232	Service - Janitor	39,500.00	(1,500.00)	38,000.00	overbudgeted	
180	184316	42320	Special Programs Presentation	13,200.00	3,000.00	16,200.00	reclass from tourn exp	
180	184316	42388	Tournament Expense	10,000.00	(3,000.00)	7,000.00	to special programs exp	
180	184316	42418	Computer System Maint	14,960.00	(14,960.00)	-	GPS fees and system mtc	
180	184316	42601	Prof Svc (First Tee)	110,000.00	30,173.00	140,173.00	\$109K due March 2016	
180	184316	42601	Golf Course Marketing	153,370.85	132,559.10	285,929.95	reclass of COH Lodgers' Tax award	
180	184316	42701	Computer/Comp Equ Under 5K	104,000.00	(104,000.00)	-	GPS	
180	184316	42805	Food & Beverage Expense	5,800.00	(1,500.00)	4,300.00	overbudgeted	
180	184316	42806	Alcohol Expense	6,700.00	(600.00)	6,100.00	no longer selling	
180	184316	42810	Hard Goods Exp	95,000.00	20,000.00	115,000.00	additional inventory	
180	184316	43004	Vehicle - new	62,414.00	(400.00)	62,014.00	transfer to equip over \$5000	
180	184316	43004	Vehicle - New	62,014.00	(1,723.00)	60,291.00		
180	184316	43006	Equip Over 5000	7,574.00	400.00	7,974.00	transfer from vehicle - new	
180	184316	43006	Equip Over 5000	7,974.00	(72.20)	7,901.80		
180 Total				66,776.90				
190	194019	44901	Vetrans Cemetary	50,000.00	(50,000.00)	-	Budget meeting	
190 Total				(50,000.00)				
230	234023	42238	Lodgers' Tax Expense	1,553,450.38	128,000.00	1,681,450.38	reduction	
230 Total				128,000.00				
270	274027	43003	Vehicle Replacement	196,000.00	128,000.00	262,318.00	for bus purchase	
270 Total				66,318.00				
370	374037	44901	Safe Routes to School	239,711.78	(239,711.78)	-	Budget meeting	
370	374037	44901	Sanger & Turner	462,521.26	(462,521.26)	-	Budget meeting	
370	374067	44901	New CDBG Project	-	250,000.00	250,000.00	CDBG Grant proposal Mar2016	
370 Total				(452,233.04)				
440	444044	44901	Ranchview Util Lines	97,254.43	(97,254.43)	-	Budget meeting	
440 Total				(97,254.43)				
460	464046	44901	Joe Harvey/Navajo	406,215.61	(388,691.24)	17,524.37	Budget meeting	
460 Total				120,000.00				
480	484048	44901	Misc Street/Drainage Imp	218,654.27	120,000.00	338,654.27	Jack Gomez/WCR Crossings	
480	484048	44901	Turner Street Improvements	300,000.00	(180,000.00)	120,000.00	Budget meeting	
480	484048	44901	Street Signing/Lighting	255,632.15	(255,632.15)	-	Budget meeting	

Jan Bar Detail

480	484048	44901	00178	West Bender Improvements	500,000.00	(450,000.00)	50,000.00	Budget meeting
480	484048	44901	00181	Dal Paso Rehab	2,501,533.50	50,000.00	2,551,533.50	additional scope
480	484048	44901	00190	Turner/Grimes Trail & Sidewalk	149,685.82	(140,684.41)	9,001.41	Budget meeting
480 Total						(856,316.56)		
600	604685	43004		Vehicle - New	35,000.00	(35,000.00)	-	transfer to 4610 vehicle replacement
600	604610	43003		Vehicle Replacement	124,000.00	35,000.00	159,000.00	transfer from 4685 (SCADA)
600 Total						-		
620	624062	44901	00192	Effluent Water	6,792,340.89	(50,000.00)	6,742,340.89	reclassification between funds for project
620	624062	44901	00128	Utilities Entrance Fencing Pro	75,000.00	(75,000.00)	-	Budget meeting
620 Total						(125,000.00)		
Grand Total						(9,267,006.31)		

fund	org	object	project	Desc	Revised Budget	Proposed Increase/Decrease	Revised Budget after BAR	Comment
001	019999	30109		Gross Receipts 1.25%	(31,600,000.00)	6,686,618.50	(24,913,381.50)	reduction to GRT
001	019999	30309		Gross Receipts Tax 1.225%	(31,600,000.00)	6,686,618.50	(24,913,381.50)	reduction to GRT
001	019999	30708	00213	City Park Project	-	(3,990,000.00)	(3,990,000.00)	addition of grant funds for park project
001	019999	30703	00230	Land Purchase Donation	-	(250,000.00)	(250,000.00)	Turner St Art Donation
001 Total					-	9,133,237.00	(101,323.33)	2015 Cops Grant Award
150	159999	30702		Federal Grant	-	(101,323.33)	(101,323.33)	
150 Total						(101,323.33)		
230	239999	30110		Lodgers' Tax	(1,750,000.00)	475,000.00	(1,275,000.00)	
230 Total						475,000.00		
270	279999	30729		Fed/St Funding 27	(550,233.69)	(66,318.00)	(616,551.69)	for bus purchase
270	279999	30729		Fed/St Funding 27	(616,551.69)	(17,385.20)	(633,936.89)	balance of grant awarded
270 Total						(83,703.20)		
370	379999	30702	00029	Safe Routes to School	(100,830.81)	100,830.81	-	Budget meeting
370 Total						100,830.81		
480	489999	30701	00142	Turner Street Improvements	(175,000.00)	175,000.00	-	Budget meeting
480	489999	30702	00174	Street Signing/Lighting	(299.00)	299.00	-	Budget meeting
480 Total						175,299.00		
490	499999	30111		Gross Receipts .125%	(3,200,000.00)	677,125.92	(2,522,874.08)	reduction to GRT
490 Total						677,125.92		
650	659999	30112		Gross Receipt .0625%	(1,600,000.00)	338,562.96	(1,261,437.04)	reduction to GRT
650 Total						338,562.96		
Grand Total						10,715,029.17		



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 16, 2016

SUBJECT: Resolution approving 2015 fiscal year audit.
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: 01/27/16
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

Seeking approval of the 2015 Fiscal Year Audit performed by Accounting and Consulting Group (now known as RPC CPA + Consultants, LLP) of Albuquerque, NM per NM State Auditor guidelines, Section 2.2.2.10.J (3)(d) of 2.2.2 NMAC.

Fiscal Impact:

No fiscal impact.

Reviewed By: _____


Finance Department

Attachments: Resolution

Legal Review:

Approved As To Form: _____


City Attorney

Recommendation:

Approval of resolution.

Approved For Submittal By: _____


Department Director

City Manager

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

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

CITY OF HOBBS

RESOLUTION NO. 6407

A RESOLUTION APPROVING THE CITY OF
HOBBS 2015 FISCAL YEAR AUDIT REPORT AS
PREPARED BY ACCOUNTING AND CONSULTING GROUP, LLP
(NOW KNOWN AS RPC CPA + CONSULTANTS, LLP

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS,
NEW MEXICO, that the City Commission hereby approves and accepts the City of
Hobbs 2015 Fiscal Year Audit Report as prepared by Accounting & Consulting Group,
LLP (RPC CPA + CONSULTANTS, LLP).

PASSED, ADOPTED AND APPROVED THIS 16TH day of February, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



Timothy Keller
State Auditor

Sanjay Bhakta, CPA, CGFM, CFE, CGMA
Deputy State Auditor

State of New Mexico
OFFICE OF THE STATE AUDITOR

January 26, 2016

SAO Ref. No. 6086

J.J. Murphy, City Manager
City of Hobbs
200 E. Broadway
Hobbs, NM 88240-8302

SUBJECT: Audit Report—City of Hobbs—2014-2015 Fiscal Year—Prepared by RPC CPAs + Consultants, LLP

The audit report for your agency was received by the Office of the State Auditor (Office) on December 15, 2015. The State Auditor's review of the audit report required by Section 12-6-14(B) NMSA 1978 and 2.2.2.13 NMAC has been completed. This letter is your authorization to make the final payment to the Independent Public Accountant (IPA) who contracted to perform the agency's financial and compliance audit. In accordance with Section 2 of the audit contract, the IPA is required to deliver the specified number of copies of the audit report to the agency.

Pursuant to Section 12-6-5 NMSA 1978, the audit report does not become public record until five days after the date of this release letter, unless your agency has already submitted a written waiver to the Office. Once the five-day period has expired or upon the Office's receipt of a written waiver, the audit report shall be:

- released by the Office to the Legislative Finance Committee and the Department of Finance and Administration;
- posted by the Office on our website; and
- presented by your agency to a quorum of the agency's governing authority at a public meeting, per Section 2.2.2.10(J)(3)(d) NMAC, *Requirements for Contracting and Conducting Audits of Agencies*.

The IPA's findings and comments are included in the audit report on pages 174-176. **It is ultimately the responsibility of the governing authority of the agency to take corrective action on all findings and comments.**

Sincerely,

A handwritten signature in cursive script that reads "Timothy Keller". The signature is written in black ink and is positioned above the typed name and title.

Timothy Keller
State Auditor

cc: RPC CPAs + Consultants, LLP



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 16, 2016

SUBJECT: Publishing An Ordinance Approving a Land Purchase Option Agreement between Eddy Lea Energy Alliance and Holtec

DEPT. OF ORIGIN: City Attorney's Office
DATE SUBMITTED: February 10, 2016
SUBMITTED BY: Michael H. Stone, City Attorney

Summary:

In 2009 the City of Hobbs, City of Carlsbad, Lea County and Eddy County established a partnership, Eddy Lea Energy Alliance (ELEA). The equal partnership purchased property on the Lea /Eddy County line for use as a Global Nuclear Energy Partnership (GNEP) storage facility. The GNEP program was subsequently cancelled and ELEA now desires to sell the property to Holtec, who intends to obtain a license for the storage of spent nuclear fuel on the property. The option to purchase may be exercised once Holtec obtains the necessary governmental license. Each of the four ELEA entities will be entitled to an equal share (25%) of the sale proceeds which will be no less than \$1,000,000.00, or the appraised price, whichever is greater. Further, ELEA shall be entitled to significant revenue sharing with Holtec as long as the facility is utilized as a storage facility. Holtec will be solely responsible for any and all liability that may arise at the facility and will indemnify ELEA, its members, officials, officers, employees and agents, including any and all environmental claims.

The terms of the agreement are set forth fully in the attached Land Purchase Option Agreement. The sale of this property requires action by Ordinance and should be appropriately published.

Fiscal Impact:


Once the purchase option has been exercised, the City will receive 25% of the sale proceeds (minimum of \$250,000.00) and will be entitled to ongoing revenue sharing for the life of the project.

Reviewed By: 
Finance Department

Attachments:

Proposed Ordinance
Land Purchase Option Agreement

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Approve the publication of the Land Purchase Option Agreement

Approved For Submittal By:



Department Director


City Manager

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COMMISSION ACTION TAKEN

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

CITY OF HOBBS, NEW MEXICO
ORDINANCE NO. _____

AN ORDINANCE APPROVING THE SALE OF REAL PROPERTY BY EDDY-LEA ENERGY ALLIANCE, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY FORMED PURSUANT TO THE NEW MEXICO JOINT POWERS ACT BY EDDY COUNTY, LEA COUNTY, THE CITY OF CARLSBAD AND THE CITY OF HOBBS ("ELEA"); AUTHORIZING ELEA TO EXECUTE AND DELIVER A LAND PURCHASE OPTION AGREEMENT WITH HOLTEC INTERNATIONAL, A DELAWARE CORPORATION; AND AUTHORIZING AND DIRECTING ELEA TO SUBMIT THE AGREEMENT TO THE STATE BOARD OF FINANCE FOR APPROVAL PURSUANT TO SECTION 13-6-2.1 NMSA 1978.

WHEREAS, Eddy-Lea Energy Alliance, LLC, a New Mexico limited liability company ("ELEA"), was formed in 2006 pursuant to the New Mexico Joint Powers Act by Eddy County, Lea County, the City of Carlsbad and the City of Hobbs, which counties and municipalities constitute the four members of ELEA (the "Members");

WHEREAS, ELEA was originally formed for the purpose of acquiring and developing a site in Lea County to be used to host a facility under the Global Nuclear Energy Partnership, a program to be administered by the U.S. Department of Energy ("GNEP");

WHEREAS, ELEA purchased approximately 960 acres of unimproved land in Section 13, T20S, R32E, and Sections 17 and 18, T20S, R33E (as more specifically described in the Agreement, defined below);

WHEREAS, after the GNEP program was abandoned by the federal government, ELEA turned its attention to developing the Land as the site for an interim storage facility (a "Facility") for spent nuclear fuel ("SNF") and/or high-level nuclear waste ("HLW"), and the ELEA board of directors has had extensive discussions with organizations in the nuclear power and defense industries concerning the feasibility of such a Facility;

WHEREAS, it was previously anticipated that the disposition of the Land and the development of a Facility would be authorized and developed under the authority of the Local Economic Development Act, Sections 5-10-1 through 5-10-13 NMSA 1978 ("LEDA");

WHEREAS, the ELEA board has determined that it would be preferable to sell the Land under the authority of Section 13-6-2 NMSA 1978, as opposed to LEDA;

WHEREAS, ELEA has issued a request for proposals for offers to purchase the Land from ELEA and to develop the Land as a site for a Facility;

WHEREAS, Holtec International ("Holtec"), a Delaware corporation with extensive experience in the storage of SNF and HLW, has submitted a response to the RFP (the "Proposal") under which (i) Holtec would purchase the Land for a price that was equal to or

greater than its fair market value, (ii) Holtec would obtain a license for, construct and operate a Facility, and (iii) Holtec would share the Facility revenues with ELEA;

WHEREAS, the ELEA board of directors has reviewed the Holtec proposal, and has approved (i) the execution and delivery by ELEA of an agreement with Holtec in the form attached hereto as Exhibit 1 (the "Agreement"), and (ii) the submission of the Agreement to the State Board of Finance for approval;

WHEREAS, although under the ELEA articles of organization and the ELEA amended and restated operating agreement/joint powers agreement the ELEA board has full authority to execute and deliver the Agreement, the ELEA board of directors have determined that it would be a prudent legal precaution for each of the Members to consent to the Agreement.

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

Section 1. The Hobbs City Commission (the "Governing Body") finds that (i) the Agreement will comply with applicable law, including but not limited to Section 13-6-2 NMSA 1968 and the restrictions of the Anti-donation Clause, N.M. Const. Ch. IX, Art. 14, (ii) that the Agreement and the Facility are consistent with the economic development purpose for which ELEA was formed, and (iii) that the Agreement and the Facility will be highly beneficial to economies of the Members and the well-being of the Members' citizens.

Section 2. The Agreement is hereby approved, subject to any changes that are approved by the ELEA board of directors and that are not inconsistent with this Ordinance. Notwithstanding anything to the contrary in this Ordinance, the Governing Body acknowledges that the Agreement shall not be effective until it has received SBOF approval.

Section 3. The Governing Body specifically approves the disposition of the Land pursuant to Section 13-6-2 NMSA 1978 in lieu of the provisions of LEDA.

Section 4. The officers of the City of Hobbs are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance.

Section 5. 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 6. All ordinances or resolutions, or parts thereof, inconsistent herewith, including but not limited to any ordinance adopted under the authority of LEDA, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, or resolution, or part thereof, heretofore repealed.

Passed, Approved, Signed and Adopted this _____ day of _____, 2016.

SAM D. COBB, Mayor

MARSHALL R. NEWMAN, Commissioner

JONATHAN B. SENA, Commissioner

PATRICIA A. TAYLOR, Commissioner

JOSEPH D. CALDERON, Commissioner

GARRY A. BUIE, Commissioner

JOHN W. BOYD, Commissioner

ATTEST:

JAN FLETCHER, City Clerk

LAND PURCHASE OPTION AGREEMENT

This Land Purchase Option Agreement (this "Agreement") is entered into this 5th day of February, 2016 between Eddy-Lea Energy Alliance Limited Liability Company, a New Mexico limited liability company ("ELEA"), and Holtec International, a Delaware corporation ("Holtec").

RECITALS

A. ELEA is a New Mexico limited liability company organized under a joint powers agreement between Eddy County, Lea County, the City of Carlsbad and the City of Hobbs (collectively, the "Members") for the purpose of promoting energy-related economic development for the benefit of the residents of the Members.

B. Holtec has developed a system for monitored retrieval storage of spent nuclear fuel ("SNF") and high-level waste ("HLW"), which it calls the Holtec International Storage Module Underground Maximum Capacity, or "HI-STORM UMAX" system.

C. In 2009, ELEA purchased a parcel of undeveloped property in Lea County (the "Property") for \$1 million with the intent of donating the Property to a private party, pursuant to the Local Economic Development Act, Sections 5-10-1 to 5-10-13 NMSA 1978 ("LEDA"), for use as a Global Nuclear Energy Partnership ("GNEP") facility. The Property comprises approximately 960 acres, and is more specifically described in Exhibit A hereto.

D. The GNEP program was subsequently cancelled, and ELEA has now determined that its economic development mission would be best served by selling the Property to Holtec for no less than fair market value, contingent upon Holtec achieving the Option Start Date (as defined below) or exercising the Early Option (as defined below) to purchase the Property.

E. It is Holtec's intent to obtain a license from the Nuclear Regulatory Commission (the "NRC") and upon successful completion of an agreement with the Department of Energy and/or one or more utility companies to store spent nuclear fuel, construct and operate the HI-STORM UMAX system on the Property (the "Project").

AGREEMENT

Section 1. Effective Date. This Agreement shall not be effective until, and shall be immediately effective upon, approval of this Agreement by the State Board of Finance pursuant to NMAC 1.5.23.9 and Holtec's satisfactorily completing due diligence with regard to any mineral rights owners of the Property. (the "Effective Date"). ELEA agrees to assist Holtec by providing sufficient information regarding the current mineral right owners of the Property.

Section 2. Licensing; Storage Contracts.

(a) Promptly following the Effective Date, Holtec shall commence preparation of a site-specific license application (the "NRC Application") under the provisions of the Code of Federal Regulations (CFR) Chapter 10, Part 72 for a license (the "License") to

operate the Property as an interim storage facility (the "Facility"), and to obtain a favorable draft Safety Evaluation Report pursuant to NRC regulations (the "Draft SER"). Holtec shall use best efforts to cause the NRC to expeditiously issue the Draft SER. No later than three years following the Effective Date, Holtec shall submit the NRC Application to the NRC, and shall thereafter use its best efforts to obtain issuance of the License.

(b) Holtec will use reasonable efforts to negotiate an agreement with the Department of Energy ("DOE") for the interim storage of HLW and/or SNF on the Property (the "DOE Agreement") and/or negotiate an agreement with one or more power utilities for the storage of HLW and/or SNF on the Project (the "Utility Agreement", and together with the DOE Agreement, the "Storage Agreements").

(c) The date on which Holtec has (i) obtained the License, (ii) entered into either the DOE Agreement or the Utility Agreement, and (iii) in Holtec's sole judgment, secured financing for the initial construction of the Project, shall be the "Option Start Date". Holtec shall cause the Option Start Date to occur not later than thirteen years after the Effective Date unless otherwise extended by the parties.

Section 3. Property Purchase Option. Upon the occurrence of the Option Start Date, Holtec shall have the option to purchase the Property. Holtec shall exercise the purchase option by delivering written notice thereof (the "Option Exercise Notice") to ELEA no later than 90 days after the Option Start Date.

Section 4. Property Purchase Price. Within 60 days after delivery of the Option Exercise Notice, ELEA and Holtec shall select an MAI appraiser and such appraiser shall determine the fair market value of the land portion of the Property, excluding the value of any improvements, including, but not limited to, the License, or alterations made by Holtec with the consent of ELEA (the "Land Value"). If ELEA and Holtec are unable to agree upon the appraiser, each will select its own MAI appraiser (who shall be paid by that party), and such appraisers shall each independently determine the Land Value. If the lower appraisal is at least 90% of the higher appraisal, the "Land Value" shall be the average of such two appraisals. If the lower appraisal is not at least 90% of the higher appraisal, the two appraisers shall select a third MIA appraiser, and the third appraiser shall determine the Land Value. The cost of either the agreed upon appraiser or the third appraiser shall be shared equally by the parties. The purchase price for the Property (the "Purchase Price") shall be the greater of (i) \$1 million or (ii) the Land Value.

Section 5. Property Purchase Closing. The closing of the purchase of the Property (the "Closing") will occur within 90 days of the determination of the Purchase Price. The Purchase Price shall be paid at closing, in cash or a cash equivalent. ELEA shall convey the Property to Holtec by quitclaim deed.

Section 6. Early Purchase Option.

(a) Holtec shall have the option to purchase the Property at any time prior to the Option Start Date (the "Early Option") by delivering written notice thereof (the "Early Option Notice") to ELEA. Within 60 days after delivery of the Early Option Notice, the parties

shall proceed to have the Purchase Price determined using the procedure described in Section 4, and shall transfer the Property for the Purchase Price (the "Early Purchase") as provided in Section 5.

(b) If, following the Early Purchase, Holtec determines in its sole reasonable decision that completion of the Project is not feasible, then ELEA shall have the option of purchasing the Property, including all improvements thereon, for the Purchase Price that was paid by Holtec for the Early Purchase (the "Repurchase Price"), subject, however, to such environmental and other investigations as ELEA may reasonably require. The cost of such investigations may be deducted from the Repurchase Price.

Section 7. Cooperative Promotion of Facility.

(a) At Holtec's request, ELEA will take reasonable actions to support and promote the approval, licensing, construction and operations of the Facility, including the following:

(i) ELEA shall take all reasonable actions to persuade national, state and local governmental officials, the DOE, the NRC, the State of New Mexico, ELEA's Members, and the local communities to support the Facility and its licensing, including, without limitation, participating in meetings with governmental officials and the public. ELEA's support will continue so long as this Agreement is in force.

(ii) ELEA will assist Holtec in its efforts to petition and/or negotiate with the DOE (or any other potential utility customer) to store HLW and SNF at the Facility.

(iii) Holtec and ELEA will work together to expand the mission of the Facility to include interim storage of defense high-level waste.

(iv) ELEA will provide full support to Holtec in Holtec's efforts to secure partial federal support of the Facility to reduce the financing burden on Holtec.

(b) Neither Holtec nor ELEA will sponsor or promote the development of any competing central interim storage project for SNF or HLW in the State of New Mexico or in a state bordering the State of New Mexico.

(c) With regard to the performance by ELEA of its obligations under this Section 7, ELEA shall be responsible only for the in-state travel and office expenses of ELEA board members and employees. ELEA personnel shall not be obligated to travel outside of New Mexico, and ELEA shall not be obligated to incur other expenses of any description except as provided in the preceding sentence, absent reimbursement or, at ELEA's option, payment in advance, by Holtec of such expenses.

Section 8. Revenue Sharing. Holtec shall pay ELEA the rate of local government reimbursement negotiated in good faith with the DOE or utility, which rate shall not be less than 30% of gross revenues; provided, however, that ELEA may approve, in its sole discretion, a rate

less than 30%. Holtec will keep ELEA informed of all material issues relating to the negotiation of the local government reimbursement, and two of ELEA's board members shall be allowed full participation in the negotiation of the local government reimbursement. The reimbursement payments shall be made monthly, within 20 days after the end of each calendar month; provided that if Holtec does not receive a Storage Agreement payment in a given month, then the payment due to ELEA shall be paid within 20 days after Holtec receives such Storage Agreement payment. The parties anticipate that ELEA will be required to pay a percentage of each reimbursement payment to the State of New Mexico. After subtracting the portion that ELEA must pay to the State, the remainder of each payment under this Section 8 may be reduced by up to 50% (each, a "Reduction"), until the total of all such Reductions is an amount equal to the Purchase Price. (For example, if the first payment obligation is \$500,000, and the State share is 60%, then Holtec may reduce the actual payment by \$100,000 (i.e., $(\$500,000 - \$300,000)/2$)). ELEA and its agents shall be provided such access to the Facility's records as is reasonably necessary to confirm the correct calculation of the revenue sharing payments. ELEA acknowledges ELEA shall be solely responsible for any and all fees paid to the State of New Mexico as a result of this Project and that Holtec shall have no obligation whatsoever to pay the State of New Mexico as a part of the revenue sharing of this Agreement.

Section 9. Termination.

(a) This Agreement shall automatically terminate if Holtec has not delivered the Option Exercise Notice no later than 90 days after the Option Start Date.

(b) Holtec may, by written notice to ELEA, terminate this Agreement at any time prior to Closing.

(c) Unless terminated as provided in Subsection 9(a) or Subsection 9(b), or terminated as the result of a breach, this Agreement shall continue so long as the Property is used for the Facility.

Section 10. Assignment. With the consent of ELEA (which consent shall not be unreasonably refused), Holtec may assign this Agreement to a third party.

Section 11. Industrial Revenue Bonds. The parties acknowledge that Holtec may request Lea County (the "County") to issue an industrial revenue bond (an "IRB") for the Facility, in which case Holtec will deed the Property to the County, and the County will immediately lease the Property back to Holtec under an IRB lease and purchase agreement. ELEA consents to such an IRB transaction; provided, however, such IRB transaction shall not effect ELEA's rights under Section 8 hereof.

Section 12. Amendments. This Agreement may be amended only by a written instrument signed by all the parties, and then only to the extent of such instrument. Any amendment affecting the terms of the transfer of the Property from ELEA to Holtec shall not be effective without the prior consent of the State Board of Finance.

Section 13. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon ELEA and Holtec, and their respective successors and assigns.

Section 14. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that if enforcement of this Agreement absent such invalid or unenforceable provisions would destroy an essential purpose of this Agreement, then this Agreement shall be deemed modified to the extent necessary to make it valid or enforceable consistent with the true intent hereof.

Section 15. Recording. This Agreement and every assignment and modification hereof, or an appropriate and sufficient memorandum thereof, and each deed or instrument of conveyance contemplated hereunder, shall be recorded in the office of the County Clerk of Lea County, New Mexico.

Section 16. Execution in Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together will constitute one instrument.

Section 17. Notices. All notices required under this Agreement shall be deemed to be properly sent if in writing, signed by the party or agent sending them, and (i) delivered personally, (ii) sent by registered or certified mail, or (iii) sent by a recognized overnight express courier service, addressed to ELEA or Holtec, as the case may be, at the following addresses, and such notices shall be effective on the date of receipt thereof:

If to ELEA:

Eddy-Lea Energy Alliance
c/o Lea County
100 N. Main
Lovington, NM 88260
Attn.: County Manager
Phone: (575) 396-8601
Fax: (575) 396-2093

with a copy to:

Rodey Law Firm
201 Third St., Suite 2200
Albuquerque, NM 87102
Attention: Alan Hall
Phone: (505) 768-7203
Fax: (505) 768-7395

If to Holtec:

Holtec International
1001 N US Highway 1
Jupiter, FL 33477
Attn.: Pierre Oneid
Phone: (561) 745-7772
Fax: (856) 797-0922

with a copy to:

Holtec International
One Holtec Drive
Marlton, NJ 08053
Attn.: Andrew R. Ryan, Esq.

Phone: (856) 797-0900

Fax: (856) 797-0922

Any party may, by notice to the other party, designate any further or different addresses to which subsequent notices, certificates or other communications are to be sent.

Section 18. Title; Headings. The title and headings of the articles, sections and subdivisions of this Agreement have been used for convenience only and will not modify or restrict any of the terms or provisions of this Agreement.

Section 19. Applicable Law. The validity, construction and effect of this Agreement will be governed by New Mexico law applicable to agreements made and to be performed in New Mexico, without regard or effect given to conflict of law principles or rules that would require the application of the laws of any other jurisdiction.

Section 20. Further Actions. At any time and from time to time, each party agrees, without further consideration, to take such actions and to execute and deliver such documents as may be reasonably necessary to effectuate the purposes of this Agreement. ELEA shall, upon the request of Holtec, execute and deliver such instruments as Holtec may reasonably request, including but not limited to amendments to this Agreement, to obtain or renew the License or any consent of any other governmental authority for the operation of the Facility, or to maintain Holtec's compliance with such government requirements or the DOE Agreement and/or the Utility Agreement; provided, however, that such instruments do not materially adversely affect ELEA's rights under this Agreement.

Section 21. Event of Default; Remedies. A failure by a party to perform any of its obligations under this Agreement for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the breaching party by the non-breaching party, or, if such failure cannot reasonably be remedied within 30 days, failure by the breaching party to commence the remedy within such period and to pursue the same diligently to completion, shall constitute an "Event of Default". Upon the occurrence of an Event of Default, the non-breaching party may exercise any and all remedies available at law.

Section 22. No Pecuniary Liability of ELEA. Holtec shall bear all of the expense, direct, indirect and contingent, of the licensing, construction and operation of the Facility. Neither ELEA nor any of its Members shall have any liability for any costs or obligations pertaining to or arising out of the licensing, construction or operation of the Facility.

Section 23. Release and Indemnification.

(a) Holtec releases ELEA, ELEA's members, and all officials, officers, employees and agents of the ELEA and ELEA's members (collectively, the "Indemnitees") from, agrees that the Indemnitees will not be liable for, and agrees to indemnify and hold the Indemnitees harmless from and against any and all liabilities, claims, suits, costs and expenses that are or may be imposed upon, incurred or asserted against the Indemnitees on account of: (i) any loss or damage to property or injury to or death of or loss by any person caused by Holtec's

willful misconduct or negligence in investigating the Property prior to the Closing; (ii) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the construction, maintenance, operation, use or demolition of the Facility (iii) any storage activities at, on, in, under or about the Property; (iii) any other loss, claim, damage, penalty, liability, disbursement, litigation expense, attorneys' fees, experts' fees or court costs arising out of or in any way relating to clauses (i) and (ii); and (iv) any claim, action or proceeding brought with respect to the matters set forth in clauses (i), (ii) and (iii) above.

(b) Holtec releases the Indemnitees from, agrees that the Indemnitees shall not be liable for, and agrees to indemnify and hold the Indemnitees harmless from and against any and all claims, suits, judgments, fines, penalties, assessments, natural resource damages, response costs (such as the cost of any testing, sampling, medical or other monitoring, cleanup, or other required response action), costs necessary to bring the Property or the Facility into compliance with Environmental Laws (as defined below) and other liabilities, together with attorneys' fees and experts' fees, costs and expenses which are or may be imposed upon, incurred by, or asserted against the Indemnitees resulting from or in any way connected with the use, handling, mixing, generation, storage, manufacture, refining, release, transportation, treatment, disposal or other release or presence, at, in, on, under or from the Property, of any Hazardous Material (as defined below), SNF, other radioactive substance, oils, asbestos in any form or conditions, or any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of the Environmental Laws, or any other applicable federal, state or local law, regulation, ordinance or requirement relating to or imposing liability or standards of conduct concerning any Hazardous Material, hazardous, toxic or dangerous waste, substance or materials, all as now in effect or hereafter amended from time to time.

(c) As used in this Section 23, (i) "Environmental Laws" means any laws, statutes, regulations, orders or rules pertaining to health or the environment that are applicable from time to time to the Property or the Facility, and the construction, installation, operation, use and decommissioning of, and storage at, the Property or the Facility, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), the Resource Conservation and Recovery Act of 1976 ("RCRA"), the National Environmental Policy Act, the Clean Air Act, the Clean Water Act, the Water Quality Act of 1987, the New Mexico Water Quality Act, the New Mexico Hazardous Waste Act, the New Mexico Air Quality Control Act and the New Mexico Radiation Protection Act, and (ii) "Hazardous Material" means (A) "hazardous materials," "hazardous substances," and "hazardous wastes" as defined in the Environmental Laws, and (B) any other material regulated under the Environmental Laws.

(d) If a claim is made or any action is brought against one or more of the Indemnitees based upon the matters described in Subsections 23(a) or (b) above and in respect of which indemnity is sought against Holtec pursuant to Subsections 23(a) or (b) above, the Indemnitee seeking indemnity shall, within ten days of being notified of an action against it, notify Holtec, in writing, and Holtec shall promptly assume or cause the assumption of the defense thereof, including the employment of counsel chosen by Holtec and approved in writing by the Indemnitee (provided that such approval by the Indemnitee shall not be unreasonably

withheld or delayed), the payment of the reasonable expenses of such counsel, and the right of the Indemnitee to participate in negotiations and to consent to settlement. If any Indemnitee is advised in a written opinion of independent counsel (i) that there may be legal defenses available to such Indemnitee that are adverse to or in conflict with those available to Holtec, or (ii) that the defense of such Indemnitee should be handled by separate counsel, Holtec shall not have the right to assume or cause the assumption of the defense of such Indemnitee, and Holtec shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnitee, provided such counsel is approved in writing by Holtec (which approval shall not be unreasonably withheld or delayed), in assuming its own defense. If Holtec shall have failed to assume or cause the assumption of the defense of such action or to retain counsel reasonably satisfactory to the Indemnitee within a reasonable time after notice of the commencement of such action, the reasonable fees and expenses of counsel retained by the Indemnitee shall be paid by Holtec. Notwithstanding, and in addition to, any of the foregoing, any one or more of the Indemnitees shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be paid by such Indemnitee or Indemnitees unless the employment of such counsel has been specifically authorized in writing by Holtec. Holtec shall not be liable for any settlement of any such action effected without the written consent of Holtec, but if settled with the written consent of Holtec, or if there is a final judgment for the plaintiff in any such action with or without consent, and after all appeals have been taken and final orders or dismissals entered, Holtec agrees to indemnify and hold harmless the Indemnitees from and against any loss or liability by reason of such settlement or judgment.

(e) The indemnifications set forth in this Section 23 are intended to and will include the indemnification of all Indemnitees. The indemnification is intended to and will be enforceable by the Indemnitees to the full extent permitted by law.

(f) No release or indemnity is given under this Section 23 due to the exercise by any of ELEA's members of its police powers or in the performance of any essential governmental function; and provided further that there shall be excluded from the scope of this release and indemnity any liability, claims, costs and expenses imposed upon, incurred or asserted against an Indemnitee to the extent resulting from or arising out of the willful misconduct or negligence of the Indemnitee.

(g) If a court of competent jurisdiction determines that the provisions of Sections 56-7-1 or 56-7-2 NMSA 1978, as amended, are applicable to this Agreement or any claim arising under this Agreement, then any agreement in this Agreement to indemnify, hold harmless, insure, or defend another party will not extend to (i) liability, claims, damages, losses or expenses, including attorneys' fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee, its officers, employees or agents. Notwithstanding anything in this Lease to the contrary, this Lease shall be subject to all other limitations of Sections 56-7-1 and 56-7-2 NMSA 1978.

Section 24. Survivals. Sections 6 through 24 of this Agreement shall survive the Closing. Sections 22 and 23 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, ELBA and Holtec have executed this Agreement on the date stated above.

EDDY-LEA ENERGY ALLIANCE, LLC

By [Signature]
Name: Monty D. Newman
Title: Chairman

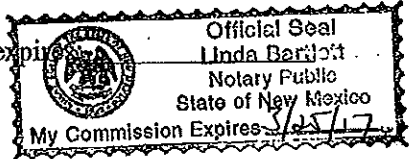
HOLTEC INTERNATIONAL

By [Signature]
Name: Andrew R. Ryan
Title: General Counsel

State of New Mexico)
County of Lea) ss.

This instrument was acknowledged before me on February 5, 2016 by Monty D. Newman as Chairman of Eddy-Lea Energy Alliance, LLC, a New Mexico limited liability company.

[Signature]
Notary Public



My commission expires

State of New Jersey)
County of Burlington) ss.

This instrument was acknowledged before me on February 5, 2016 by Andrew Ryan as General Counsel of Holtec International, a Delaware corporation.

[Signature]
Notary Public

ERIKA GRANDRIMO

My commission expires: _____
NOTARY PUBLIC
My Commission Expires 1/17/2017

Exhibit A

Legal Description of the Property

- A. The surface estate only of Section 13, Township 20 South, Range 32 East, N.M.P.M.
- B. Tract I: The surface estate only of a tract of land located in the Southwest Quarter of Section 17, Township 20 South, Range 33 East, N.M.P.M. and more particularly described as beginning at the Southwest corner of said Section 17; thence S89°59'E, 1322.50 feet; thence N0°3'W, 1320 feet; thence N89°59'W, 1322.50 feet; and thence S0°3'E, 1320 feet to the point of beginning; and
- Tract II: The surface estate only of Lots 2, 3 and 4; the East Half of the West Half (E 1/2 W 1/2); and the South Half of the Southeast Quarter (S 1/2 SE 1/4), all in Section 18, Township 20 South, Range 33 East, N.M.P.M.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 16, 2016

SUBJECT: Approval for Rockwind Grill, LLC to serve all alcohol under the existing Governmental License #90005

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: February 9, 2016
SUBMITTED BY: Michael H. Stone, City Attorney / Linda Howell, Golf Course General Manager and Head Professional

Summary:

City of Hobbs is the holder of a Governmental Liquor License #90005 at Rockwind Community Golf Links. Mr. Jaw-Shyan Joe Yue is the City's Lessee, operating Rockwind Grill, LLC and acts as the City's resident agent for the governmental liquor license. When the City obtained the governmental license, the license only permitted the sale of beer and wine. Last year, the New Mexico Legislature amended the scope of a governmental liquor license to allow the sale of all alcohol, not just beer and wine.

Mr. Yue has requested that Rockwind Grill, LLC be allowed to provide all alcohol at the facility pursuant to the change in the scope of our governmental liquor license. No additional approval from the State of New Mexico is required.

Fiscal Impact:

Additional revenue should be generated at Rockwind Grill, LLC and the City with a full liquor license

Reviewed By: 
Finance Department

Attachments:

N/A

Legal Review:

Approved As To Form: 
City Attorney

Recommendation: The Commission should approve or deny the request

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
COMMISSION STAFF SUMMARY FORM

MEETING DATE: February 16th, 2016

SUBJECT: TEMPLE STREET IMPROVEMENTS NEAR MLK SOCCERPLEX

DEPT. OF ORIGIN: Engineering
DATE SUBMITTED: 02-09-16
SUBMITTED BY: Todd Randall, City Engineer

Summary: During the Trunk Line F Sewer Line replacement from the WWTP to Dal Paso, a section of Temple street was not replaced in order to coordinate and construct drainage improvement at Temple Street and Jefferson Street. The scope of this work was increased to pave Jefferson from George St to Temple to a minimum roadway standard, which includes base course and pavement only (no curb & gutter). The additional paving along Jefferson will allow full traffic circulation around the MLK Soccer Complex.

The drainage and paving work will be performed under the Annual Concrete/Paving Agreement with Ramirez and Son's. The scope of work includes excavation, subgrade preparation, base course, 3" HMA lowering existing water lines 18" CMP and miscellaneous concrete work.

The total estimated cost is \$163,854.35 (includes grt). Note, any work orders over \$60,000 require City Commission Approval.

Fiscal Impact:

Reviewed By: _____

Finance Department

Budget Available: \$3.9M Fund 62-4062-44901-00097
Ramirez WO: \$163,854.35 (includes grt)

Attachments: Location Map, Ramirez & Son's, Inc cost breakdown

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Consider the Approval of Ramirez Work Order for the Temple Street Improvements

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. _____

**TEMPLE STREET EXTENSION PROJECT
CITY OF HOBBS, NEW MEXICO
ESTIMATE OF CONSTRUCTION COSTS USING RAMIREZ ANNUAL AGREEMENT**

11-Jan-16

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	AMOUNT
203002	UNCLASSIFIED EXCAVATION (301 -- PLUS CY) (Excavated south of Temple)	C.Y.	400	\$5.50	\$ 2,200.00
207002	SUBGRADE PREPARATION (1001 - 5000 SY) (Paved areas and valley gutters)	S.Y.	3720	\$1.15	\$ 4,278.00
209001	BLADING AND RESHAPING (South of Temple)	S.Y.	2700	\$0.50	\$ 1,350.00
303004	STATE BASE COURSE, DELIVERED TO SITE AND INSTALLED. (1001 PLUS TONS)	TON	1030	\$16.00	\$ 16,480.00
408002	PRIME COAT MATERIAL, COMPLETE IN PLACE (2001 PLUS S.Y.)	S.Y.	3520	\$0.65	\$ 2,288.00
423277	3' HOT-MIX ASPHALT SP IV, COMPLETE IN PALCE. (1001-5000 SY)	S.Y.	3520	\$15.14	\$ 53,292.80
601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS, LUMP SUM NEGOTIATED AT TIME OF TASK ORDER	L.S.	1	\$3,248.70	\$ 3,248.70
601114	REMOVAL OF ASPHALT SURFACING GREATER THAN 3" PAVEMENT THICKNESS (501 PLUS S.Y.)	S.Y.	3562	\$1.50	\$ 5,343.00
609639	CONCRETE VALLEY GUTTER 8"x36" COMPLETE IN PLACE. (101 - PLUS LF)	L.F.	470	\$19.00	\$ 8,930.00
609651	CONCRETE VALLEY GUTTER 8"x60" COMPLETE IN PLACE. (51 - 101 LF)	L.F.	77	\$40.00	\$ 3,080.00
662400	ADJUST MANHOLE TO GRADE, COMPLETE IN PLACE	EACH	2	\$700.00	\$ 1,400.00
702800	TRAFFIC CONTROL PLAN, LUMP SUM NEGOTIATED AT TIME OF TASK ORDER	L.S.	1	\$3,752.00	\$ 3,752.00
801000	CONSTRUCTION STAKING BY CONTRACTOR, CONTROL POINTS PROVIDED BY THE CITY OF HOBBS, NEGOTIATED AT TIME OF TASK ORDER	L.S.	1	\$10,080.00	\$ 10,080.00
	18" CMP FURNISHED AND INSTALLED, COMPLETE IN PLACE	L.F.	65	\$71.10	\$ 4,621.50
	CONNECT TO EXISTING 18" CMP, INCLUDING REINFORCING CONNECTION WITH FULL ENCIRCLEMENT CONCRETE COLLAR	EACH	2	\$720.00	\$ 1,440.00
	LOWER EXISTING 6" WATERLINE AS NEEDED ACROSS S. JEFFERSON, INCLUDING 4 - 45 DEGREE MECHANICAL JOINT FITTINGS WITH THRUST BLOCKS AND MEGA LUGS.	L.S.	1	\$10,110.00	\$ 10,110.00
	LOWER EXISTING 12" C-900 EFFLUENT (PURPLE) LINE AS NEEDED IN TEMPLE, INCLUDING 4 - 45 DEGREE MECHANICAL JOINT FITTINGS WITH THRUST BLOCKS AND MEGA LUGS.	L.S.	1	\$21,510.00	\$ 21,510.00
	SUBTOTAL CONSTRUCTION COSTS				\$ 153,404.00
	ESTIMATED NMGR (6.8125%)				\$ 10,450.65
	TOTAL ESTIMATED CONSTRUCTION COSTS				\$ 163,854.65

TEMPLE STREET EXTENSION PROJECT

CITY OF HOBBS, LEA COUNTY, NEW MEXICO
JANUARY, 2016

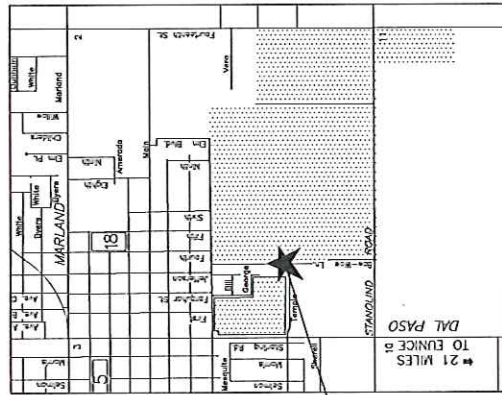
ENGINEER

the ROSS GROUP
PHILIP L. ROSS, P.E.
HOBBS, NEW MEXICO 88240
TEL. (575) 592-7919
FAX (575) 392-8114



CITY ENGINEER

the CITY OF HOBBS
TODD RANDALL
200 E. BROADWAY
HOBBS, NEW MEXICO 88240
TEL. (575) 397-9232



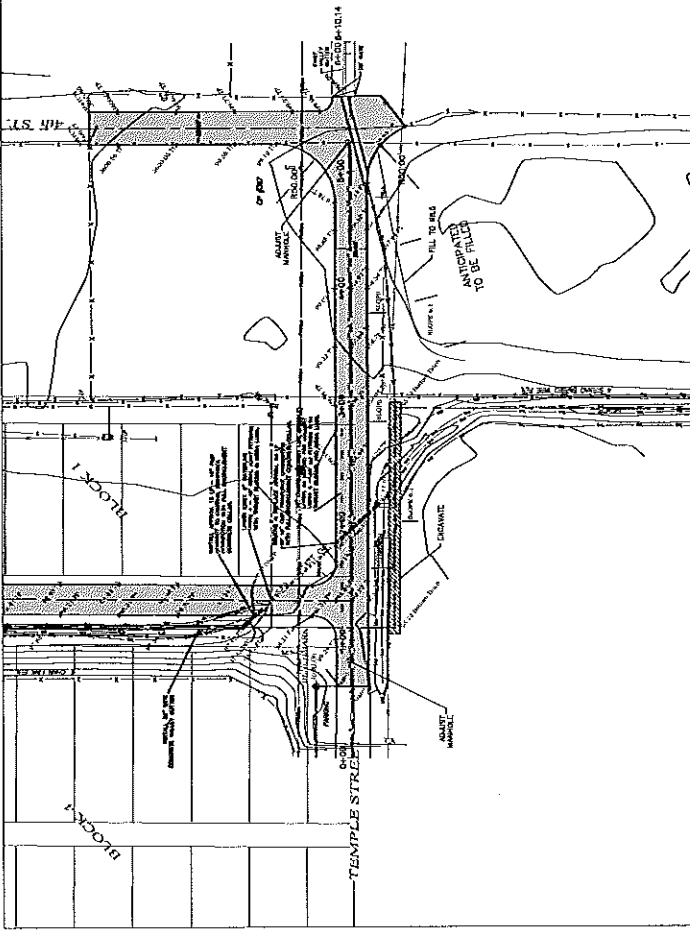
PROJECT
LOCATION

INDEX OF SHEETS

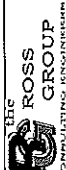
SHEET	DESCRIPTION
1	COVER SHEET, LOCATION MAP, INDEX OF SHEETS
2	SITE MAP/GRADING PLAN
3	TEMPLE STREET PLAN AND PROFILE
4	SOUTH JEFFERSON PLAN AND PROFILE
5	4TH STREET PLAN AND PROFILE
6	DETAILS

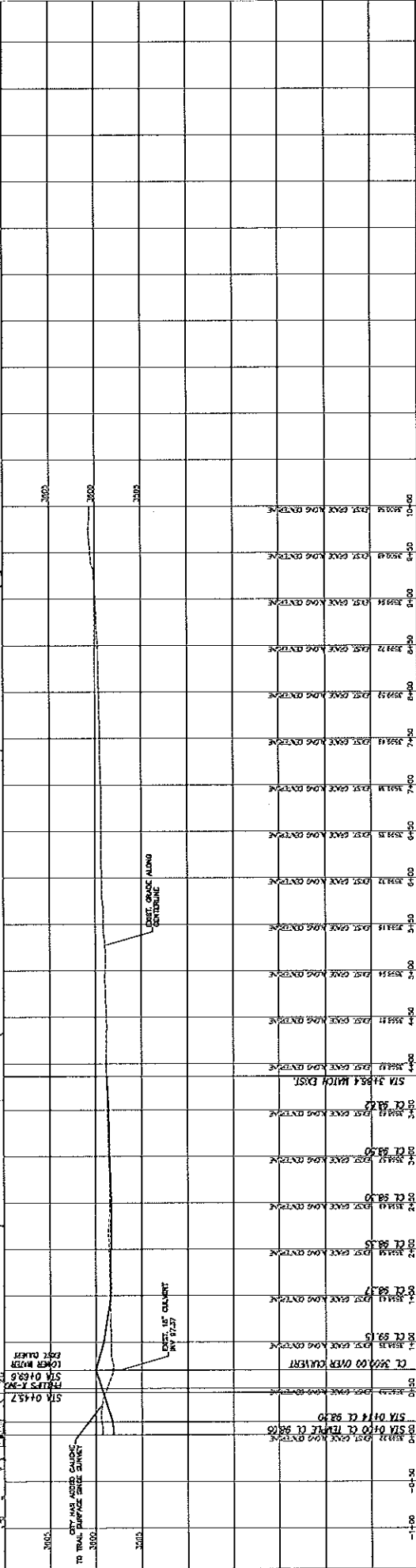
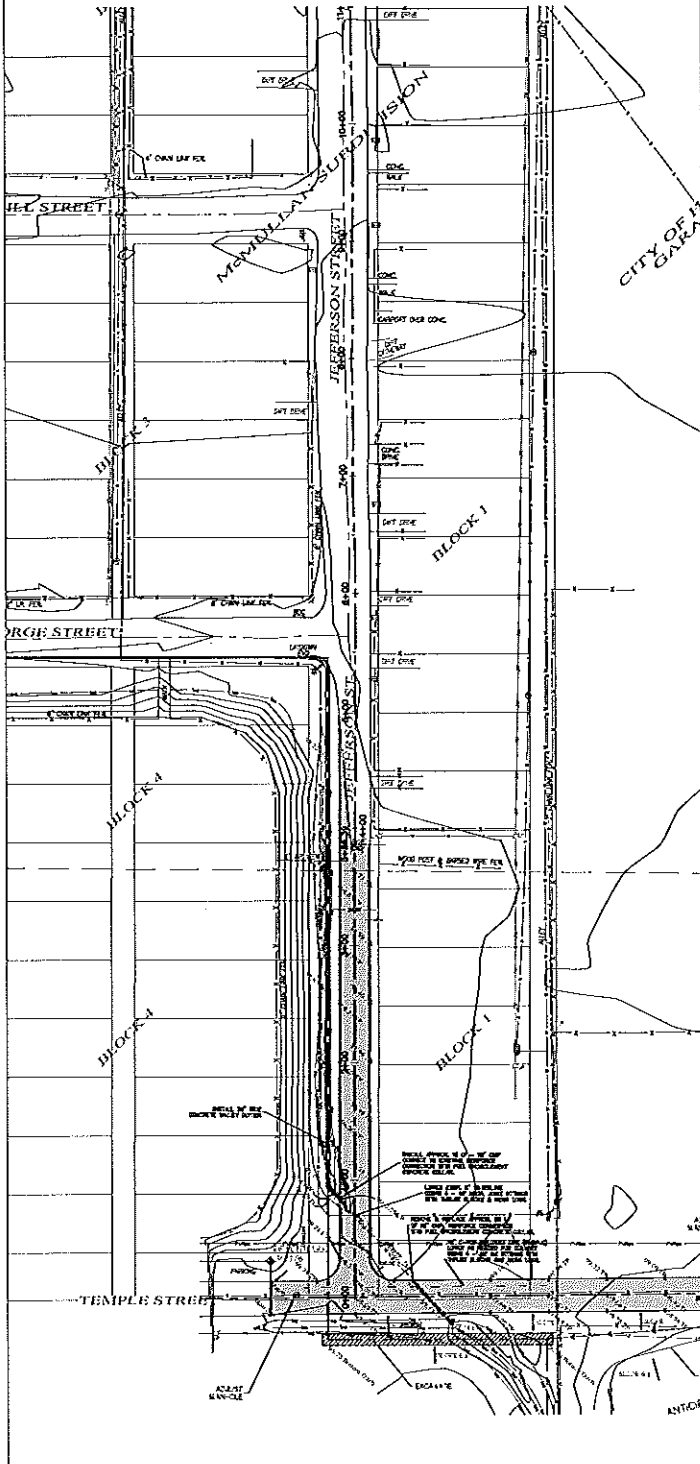
PARTIAL MAP OF CITY OF HOBBS, NEW MEXICO

NOT TO SCALE



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	410 N. Dal Paso Hobbs, New Mexico 88240 Telephone (575) 392-7918 Fax (575) 392-9114	CITY OF HOBBS, NEW MEXICO TEMPLE STREET EXTENSION PROJECT 2016 PLAN & PROFILE - STA 0+00 TO STA. 6+00 SHEET 6 OF 6
SCALE H: 1"=40' V: 1"=4' DATE 10/10/16	STA 5+92.0 STA 5+92.8 STA 5+93.8 STA 5+94.8 STA 5+95.8 STA 5+96.8 STA 5+97.8 STA 5+98.8 STA 5+99.8 STA 6+00.0	STA 5+91.0 STA 5+92.0 STA 5+93.0 STA 5+94.0 STA 5+95.0 STA 5+96.0 STA 5+97.0 STA 5+98.0 STA 5+99.0 STA 6+00.0



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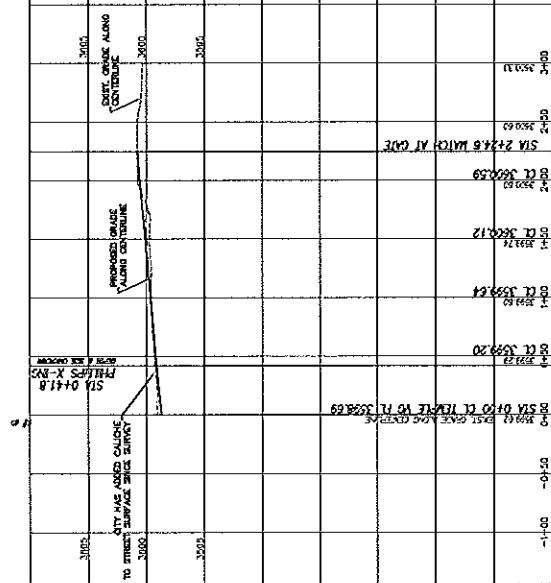
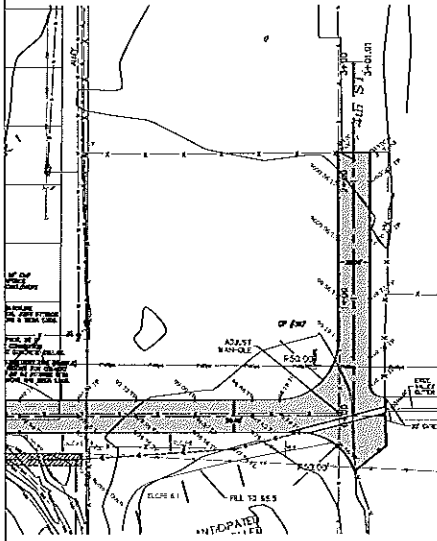
CITY OF HOBBS, NEW MEXICO
 TEMPLE STREET
 EXTENSION PROJECT 2016

410 N. Dal Paso
 Hobbs, New Mexico 88240
 Telephone (575) 392-7918
 Fax (575) 392-9114

ROSS GROUP
 CONSULTING ENGINEERS

SCALE
 H: 1"=50'
 V: 1"=5'

DATE
 1/7/16

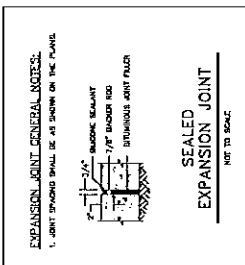
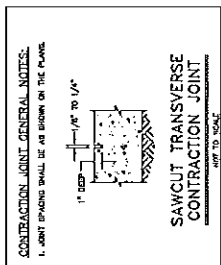
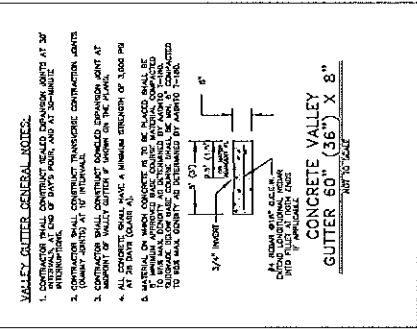
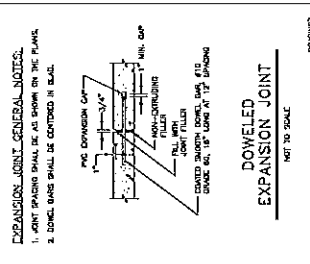
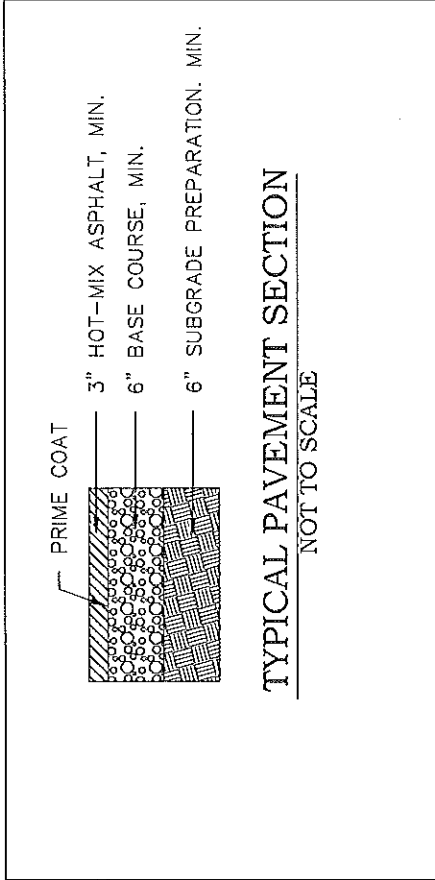


NO.	REVISION	BY	DATE	SCALE	DATE	SCALE	PROJECT	SHEET
1		PHILLIPS, K-INS	1/7/16	H: 1"=50'		V: 1"=5'	CITY OF HOBUS, NEW MEXICO TEMPLE STREET EXTENSION PROJECT 2016	5
2							410 N. Dal Paso Hobbs, New Mexico 88240 Telephone (575) 392-7918 Fax (575) 392-9114	6
3							4TH STREET PLAN & PROFILE - STA 0+00 TO STA 3+00	



NOTE:

ALL CONCRETE WORK SHALL INCLUDE FIBER REINFORCEMENT. FIBERS SHALL BE VIRGIN POLYPROPYLENE STRANDS (APPROX. 3/4 inches IN LENGTH) OR ANTI-CRACK HD (AR GLASS FIBERS, 3/4 inches IN LENGTH) AS MANUFACTURED BY SAINT-GOBAIN VETROTEX AMERICA. ALL CONCRETE SHALL CONTAIN APPROXIMATELY 1.5 LBS. POLYPROPYLENE STRANDS OR 1.0 POUNDS OF GLASS FIBERS PER CUBIC YARD OF CONCRETE. NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE FOR SUCH WORK AND SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION. FIBER REINFORCEMENT DOES NOT SUBSTITUTE FOR STRUCTURAL REINFORCEMENT REQUIRED BY THE CONSTRUCTION DRAWINGS OR CONTRACT DOCUMENTS.



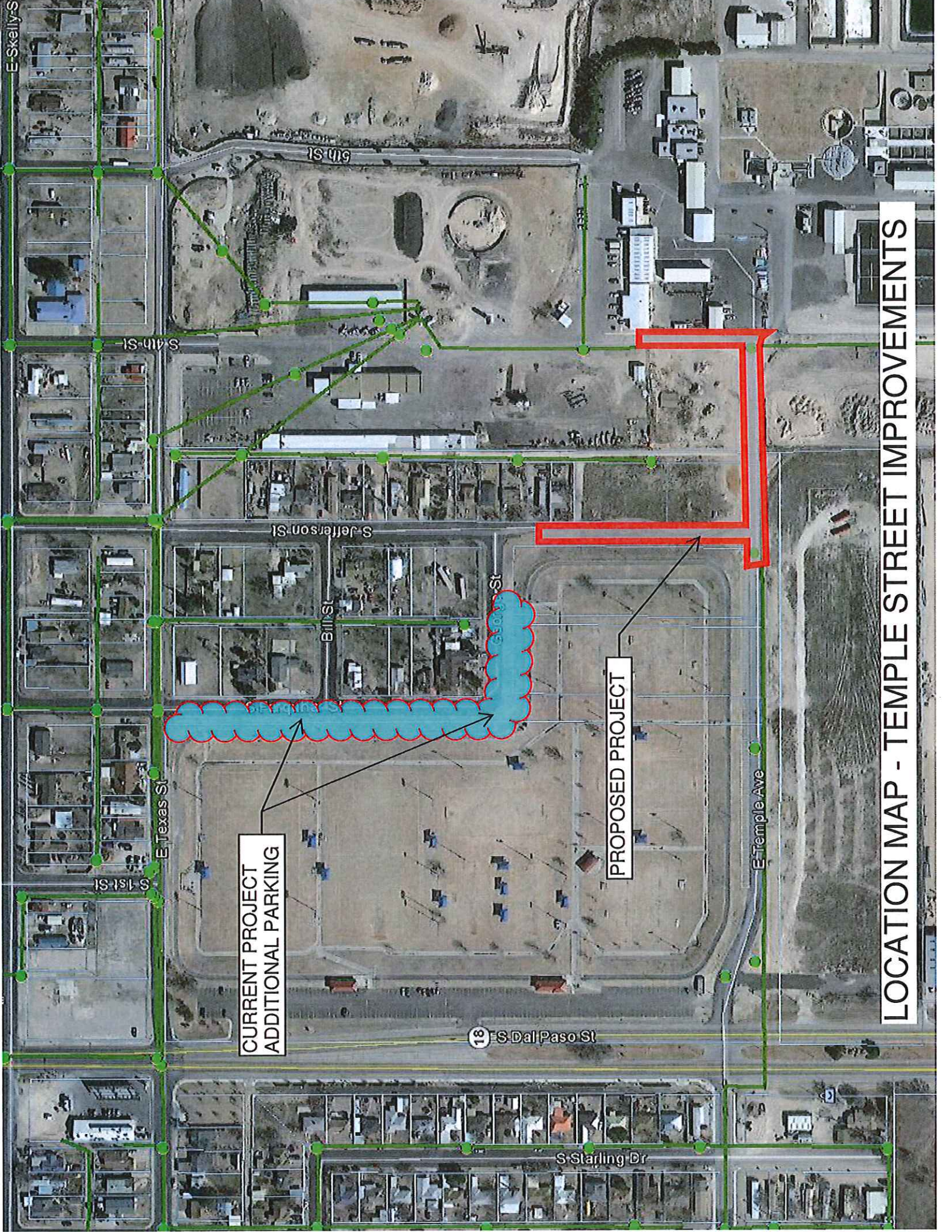
DATE	BY	REVISIONS

CITY OF HOBBS, NEW MEXICO
TEMPLE STREET EXTENSION PROJECT
DETAILS

the ROSS GROUP
CONSULTING ENGINEERS
110 N. DEL RIO
HOBBS, NEW MEXICO 78202
(505) 532-2114 FAX
(505) 532-2118 TOLL FREE

Drawn By:	Checked By:
Scale:	P.L.F.
Date:	Dist.
7/17/19	PC/DBP
Proj. Name:	Job No.:
DETA	
SHEET	6
	6 of 6 sheets

ORIGINAL DRAWING SIZE 24" X 36"



CURRENT PROJECT
ADDITIONAL PARKING

PROPOSED PROJECT

LOCATION MAP - TEMPLE STREET IMPROVEMENTS

E Skelly St

S 4th St

6th St

S Jefferson St

Bill St

S Dal Paso St

E Texas St

S 1st St

E Temple Ave

18 S Dal Paso St

S Starling Dr