

# Commission Meeting Agenda



## ***Mayor***

Samuel D. Cobb

## **City Commission**

Marshall R. Newman

Jonathan Sena

Patricia A. Taylor

Joseph D. Calderón

Garry A. Buie

Don R. Gerth

## ***City Manager***

J. J. Murphy

***March 21, 2016***



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

**Monday, March 21, 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

Don R. Gerth  
Commissioner - District 6

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**A G E N D A**

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

**CALL TO ORDER AND ROLL CALL**

**INVOCATION AND PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

1. Minutes of the March 2, 2016, Special Commission Meeting
2. Minutes of the March 4, 2016, Special Commission Meeting
3. Minutes of the March 7, 2016, Regular Commission Meeting
4. Minutes of the March 10, 2016, Special Commission Meeting

**PROCLAMATIONS AND AWARDS OF MERIT**

**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. 6419 - Authorizing Appointments to Various City Advisory Boards *(Mayor Sam Cobb)*

**DISCUSSION**

6. Report on Italy Trip *(Ronny Choate)*

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

7. Resolution No. 6420 - Authorizing City Staff to Purchase Video Equipment for Recording City Commission Meetings *(Ron Roberts, Meghan Mooney)*
8. **FINAL ADOPTION:** Ordinance No. 1092 - 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)*
9. **PUBLICATION:** Proposed Ordinance Amending Chapter 15.05 and Chapter 15.32 of the Hobbs Municipal Code Related to the Placement of Signs and Billboards *(Kevin Robinson)*
10. Resolution No. 6421 - Approving the Vacation of a Portion of South Fowler Street Between East Dunnam and East White and an East/West Alleyway Located Within Block 47 of the Original Hobbs Addition *(Kevin Robinson)*
11. Consideration of Approval of Bid No. 1544-16 to Furnish Labor and Parts for Pump Repair and Recommendation to Accept Bid from W-H-B Pumps in the Amount of \$10,300.00 *(Tim Woomer)*
12. Consideration of Approval of Task Order No. 1 with Parkhill, Smith & Cooper, Inc., for Control Panel Design and Construction of Two Remote Terminal Units for Monitoring and Control of Pressure Sustaining/Pressure Reducing Stations on Both the Mahan/Rockwind Reclaimed Water Pipeline and the Nadine Reclaimed Water Pipeline in the Amount of \$86,790.00 Plus NMGRT *(Tim Woomer)*

13. Consideration of Bid No. 1542-16 to Furnish a New Asphalt Recycler and Recommendation to Accept the Bid from KM International in the Amount of \$71,120.00 (*Ronny Choate*)
14. Consideration of Approval of the City of Hobbs' Portion of the Lea County Communication Authority's Purchase and Contract with Spillman Technologies CAD/RMS Services to be Utilized by the Hobbs Fire Department, Hobbs Police Department and the Lea County Communication Authority (*Police Chief Chris McCall*)
15. Resolution No. 6422 - Changing Hours/Dates for Various Parks and Recreation Department Summer Programs; Fee Changes for Summer Programs and Activities; Fee Changes for Park Pavilions (*Doug McDaniel*)

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

16. Next Meeting Date:

- ▶ Regular Meeting - ***Monday, April 4, 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: March 21, 2016

**SUBJECT: City Commission Meeting Minutes**

DEPT. OF ORIGIN: City Clerk's Office  
DATE SUBMITTED: March 16, 2016  
SUBMITTED BY: Jan Fletcher, City Clerk

**Summary:**

The following minutes are submitted for approval:

- ▶ Special Commission Meeting of March 2, 2016
- ▶ Special Commission Meeting of March 4, 2016
- ▶ Regular Commission Meeting of March 7, 2016
- ▶ Special Commission Meeting of March 10, 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 special meeting of the Hobbs City Commission held jointly with the Hobbs Municipal School Board on Wednesday, March 2, 2016, at 4:30 p.m., at Murray Elementary School, 510 North Dal Paso, Hobbs, New Mexico.

### **Invocation, Pledge of Allegiance and Roll Call**

School Board President Gary Eidson called the meeting to order at 4:30 p.m. Commissioner Jonathan Sena delivered the invocation and School Board Vice-President Peggy Appleton led the Pledge of Allegiance.

President Eidson welcomed everyone to the special joint meeting between the School and the City.

Mayor Sam Cobb also welcomed everyone in attendance at the meeting, specifically the J. F Maddox Foundation, Mr. Don Maddox, Mr. Ben Maddox, Mr. and Mrs. Jim Maddox, Mr. Bob Reid and other staff members of the Foundation.

The following members were in attendance at the meeting.

#### **Hobbs City Commission**

Mayor Sam D. Cobb  
Commissioner Marshall R. Newman  
Commissioner Jonathan Sena  
Commissioner Patricia A. Taylor  
Commissioner Joseph D. Calderón  
Commissioner Garry A. Buie

#### **Hobbs Municipal School Board**

Gary Eidson, President  
Peggy Appleton, Vice-President  
Patricia Jones, Secretary  
Joe Calderon, Member  
Lance Wiseman, Member

Approximately 60 citizens were in the audience.

### **Public Comments**

Mr. Alfredo Turrbiates, Principal of Murray Elementary School, welcomed all guests to the School.

### **Approval of Agenda**

Ms. Pat Jones moved that the School agenda be approved as published. Ms. Peggy Appleton seconded the motion. All members voted "aye". The motion carried unanimously.

### **Discussion**

Mr. T. J. Parks, School Superintendent, explained the details of a Memorandum of Understanding between the City and the Schools for renovations at City Park. He reviewed a brief timeline of the project development during the planning and construction of Murray Elementary School. He stated the City and the Schools will each provide \$250,000.00 towards the project. Mr. Parks stated the renovations will have a great impact on City Park thus creating a true quality of life feature in the community.

Mayor Cobb requested that the project designer, Wilson & Company, present an overview of the renovations.

Mr. Mario Enfante and Mr. Larry McDonald with Wilson & Company presented a Powerpoint Presentation of the park renovations and highlighted the design concept features which will be included. He stated the park will have a naturalistic theme with a gateway entry, tree-lined promenade, covered splashpad, picnic structure, a public art piece, and a family pavilion while maintaining an open green space area with a walking path around the park. It will also include a shaded basketball court which can also be used for tennis and pickleball.

Following some brief discussion, on behalf of the School Board, Ms. Appleton moved that the Memorandum of Understanding between the Hobbs Municipal School Board and the City of Hobbs be approved as presented. Mr. Wiseman seconded the motion. All members voted "aye". The motion carried unanimously.

On behalf of the Hobbs City Commission, Commissioner Calderon moved that the Memorandum of Understanding between the Hobbs Municipal School Board and the City of Hobbs be approved as presented. Commissioner Newman seconded the motion. Roll call vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderon yes, Buie yes, Cobb yes. The motion carried unanimously. A copy of the agreement is attached and made a part of these minutes.

### **Closing Remarks**

President Gary Eidson commended all partners for a job well done.

Mayor Cobb thanked Mr. Ben Maddox and the design team for the great final work product. He expressed special thanks to the Maddox Family for the great legacy they have left in the community. He stated the City is very fortunate to have so many wonderful partners and a unified community working together to make Hobbs a better place to live and work.

Rev. B. J. Choice stated he knew it would be a state-of-the art project when he learned the Maddox Foundation was involved. He stated it is great to see the cooperation and collaboration of all parties.

**Adjournment**

There being no further discussion or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Buie seconded the motion and all members voted in favor of adjourning the meeting. The motion carried. The meeting adjourned at 5:08 p.m.

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SAM D. COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk

Minutes of the special meeting of the Hobbs City Commission held on Friday, March 4, 2016, in the City Commission Chamber, 200 East Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico.

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

Mayor Cobb called the meeting to order at 11:00 a.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

Also present: J. J. Murphy, City Manager  
Mike Stone, City Attorney  
Efren Cortez, Assistant City Attorney  
Chris McCall, Police Chief  
Eric Enriquez, Fire Chief  
Barry Young, Deputy Fire Chief  
Shawn Williams, Fire Marshal  
Raymond Bonilla, Community Services Director  
Toby Spears, Finance Director  
Todd Randall, City Engineer  
Doug McDaniel, Parks and Recreation Director  
Meghan Mooney, Director of Communications  
Sandy Farrell, Library Director  
Ann Betzen, Executive Assistant/Risk Manager  
Mollie Maldonado, Deputy City Clerk  
Jan Fletcher, City Clerk  
15 citizens

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

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

### **Public Comments**

There were no public comments

### **Discussion**

Ms. Jan Fletcher, City Clerk, presented the canvass of the election returns from the regular municipal election held on March 1, 2016, as compiled by the Canvass

Committee consisting of the governing body, the City Clerk, and Ms. Mollie Maldonado, Deputy City Clerk. The final votes are summarized as follows:

**TOTAL VOTES CAST IN ALL PRECINCTS 786**

**CONSOLIDATED PRECINCTS**

**VOTING CENTER**

**Hobbs Municipal Schools Training Facility, 2110 East Sanger**

VOTES CAST	<b>224</b>
<u>Mayor, At Large</u>	
Samuel D. Cobb	191
<u>Commissioner, District 1</u>	
Marshall Richard Newman	45
<u>Commissioner, District 2</u>	
Jonathan Sena	70
<u>Commissioner, District 3</u>	
Thomas E. Miller	18
Patricia A. Taylor	42

**VOTING CENTER**

**City Hall Annex, 200 East Broadway**

VOTES CAST	<b>289</b>
<u>Mayor, At Large</u>	
Samuel D. Cobb	234
<u>Commissioner, District 1</u>	
Marshall Richard Newman	79
<u>Commissioner, District 2</u>	
Jonathan Sena	40
<u>Commissioner, District 3</u>	
Thomas E. Miller	32
Patricia A. Taylor	39

**ABSENTEE PRECINCT**  
**City Hall, 200 East Broadway**

VOTES CAST	35
<u>Mayor, At Large</u>	
Samuel D. Cobb	32
<u>Commissioner, District 1</u>	
Marshall Richard Newman	10
<u>Commissioner, District 2</u>	
Jonathan Sena	10
<u>Commissioner, District 3</u>	
Thomas E. Miller	3
Patricia A. Taylor	4

**EARLY PRECINCT**  
**City Hall, 200 East Broadway**

VOTES CAST	238
<u>Mayor, At Large</u>	
Samuel D. Cobb	200
<u>Commissioner, District 1</u>	
Marshall Richard Newman	54
<u>Commissioner, District 2</u>	
Jonathan Sena	24
<u>Commissioner, District 3</u>	
Thomas E. Miller	54
Patricia A. Taylor	42

**SUMMARY OF TOTAL VOTES**

<u>Mayor, At Large</u>	
Samuel D. Cobb	657
<u>Commissioner, District 1</u>	
Marshall Richard Newman	188

<u>Commissioner, District 2</u>	
Jonathan Sena	144
<u>Commissioner, District 3</u>	
Thomas E. Miller	107
Patricia A. Taylor	127

### **ELIGIBLE VOTER SUMMARY**

The total number of registered voters eligible to vote in the Regular Municipal Election on March 1, 2016, was 15,645. The total number of voters was 786 resulting in a 5.02% turnout.

#### Breakdown of Eligible Voters by District:

District 1 Voters	3,682
District 2 Voters -	3,059
District 3 Voters -	1,980
District 4 Voters -	1,877
District 5 Voters -	3,082
District 6 Voters -	<u>1,965</u>
	<b>15,645</b>

The following candidates were elected to the following offices:

Mayor, At Large	Samuel D. Cobb
Commissioner, District 1	Marshall Richard Newman
Commissioner, District 2	Jonathan Sena
Commissioner, District 3	Patricia A. Taylor

The votes cast for each candidate at each polling location and in the Absentee Precinct are summarized on the complete Canvass of Returns, a copy of which is attached hereto and made a part of these minutes.

Ms. Fletcher stated there were a total of 786 votes cast in the election, which is a voter turnout percentage of 5.02% and one of the lowest since she has been City Clerk.



**Action Item**

Resolution No. 6408 - Confirming the Certificate of Canvass of the Regular Municipal Election Held March 1, 2016, in the City of Hobbs, New Mexico. A resolution confirming the Certificate of Canvass of the Regular Municipal Election held March 1, 2016, in the City of Hobbs, New Mexico, was presented to the Commission.

There being no further discussion, Commissioner Calderón moved that Resolution No. 6408 be 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, Cobb yes. The motion carried. Copies of the resolution and supporting documentation are attached and made a part of these minutes.

Ms. Fletcher administered the Oaths of Office to Mayor Samuel D. Cobb, Commissioner Marshall Richard Newman, Commissioner Jonathan Sena and Commissioner Patricia A. Taylor. The newly-elected officials took their seats at the front of the room.

**Comments by City Commissioners, City Manager**

Mr. J. J. Murphy, City Manager, commended Commissioner Taylor and her opponent, Mr. Thomas E. Miller, for campaigning their vision for District 3 and being positive in their campaigns rather than making negative remarks about each other. He thanked the newly-elected officials, their families and the community for its dedication to move forward in Hobbs.

Commissioner Sena stated he is grateful to be on City Commission. He thanked his parents, wife and friends for all of their support.

Commissioner Taylor gave thanks to God for being elected. She thanked her constituents, family and friends for their support in the election and while serving on the Commission.

Commissioner Calderón stated he has been elected and appointed as a Commissioner/Mayor for 22 years and this Commission is a great team to work with.

Commissioner Buie stated he has created great friendships with the Commissioners, even though, at times, they do not always agree on things.

Commissioner Newman thanked everyone for their support. He stated the City has the best staff and he looks forward to working them during this next four-year term.

Mayor Cobb thanked everyone for their support in voting at the polls, even though he was unopposed. He stated he is honored to serve as the Mayor of the City of

Hobbs. Mayor Cobb stated he will continue to focus and work each day toward the betterment of the community.

**Adjournment**

There being no further discussion or comments, Commissioner Calderón moved that the meeting adjourn. Commissioner Buie seconded the motion and the vote was recorded as follows: Sena yes, Mullins yes, Buie yes, Calderón yes, Newman yes, Cobb yes. The motion carried. The meeting adjourned at 11:20 a.m.

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SAM D. COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk

Minutes of the regular meeting of the Hobbs City Commission held on Monday, March 7, 2016, in the City Commission Chamber, 200 East Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico.

**Call to Order and Roll Call**

Mayor Pro Tem Calderón 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 (*via telephone*)  
Commissioner Marshall R. Newman  
Commissioner Jonathan Sena  
Commissioner Patricia A. Taylor  
Commissioner Joseph D. Calderón  
Commissioner Garry A. Buie

Also present:

J. J. Murphy, City Manager  
Mike Stone, City Attorney  
Brian Dunlap, Deputy Police Chief  
Efren Cortez, Assistant City Attorney  
Eric Enriquez, Fire Chief  
Barry Young, Deputy Fire Chief  
Paul Thompson, Fire Captain  
Shawn Williams, Fire Marshal  
Raymond Bonilla, Community Services Director  
Art De La Cruz, Code Enforcement Superintendent  
Manny Marquez, Building Official  
Ron Roberts, Information Technology Director  
Nicholas Goulet, Human Resources Director  
Toby Spears, Finance Director  
Todd Randall, City Engineer  
Kevin Robinson, Development Coordinator  
Tim Woomer, Utilities Director  
Doug McDaniel, Parks and Recreation Director  
Brenda Taylor, Aquatic/Athletic Coordinator  
Michal Hughes, Parks and Recreation Superintendent  
Meghan Mooney, Director of Communications  
Sandy Farrell, Library Director  
Ann Betzen, Executive Assistant/Risk Manager  
Mollie Maldonado, Deputy City Clerk  
Jan Fletcher, City Clerk  
24 citizens

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

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

Mayor Pro Tem Calderón requested that the order of the agenda be revised so that Agenda Item #18, Resolution No. 6418 - Changing Hours/Dates for Various Parks and Recreation Summer Programs; Fee Changes for Summer Programs and Activities; Changes in Rental Fees for Park Pavilion and After-Hours Room Rental at Senior Center, be moved to Discussion.

### **Organizational Meeting of the Commission**

*Selection of Mayor Pro-Tem per Section 5-1 of the Hobbs City Charter.* Mayor Pro Tem Calderón explained the requirement for an organizational meeting of the City Commission, pursuant to Section 5-1 of the Hobbs City Charter, at the first regular meeting following the election for the selection of a Mayor Pro-Tem.

Commissioner Newman nominated Commissioner Calderón to serve as Mayor Pro-Tem. Commissioner Buie seconded the motion and there being no other nominations, the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes, Cobb yes. The motion carried.

### **Approval of Minutes**

Commissioner Newman moved that the minutes of the regular meeting held on February 16, 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, Cobb yes. The motion carried.

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

*Proclamation Proclaiming March 14, 2016, as "Pi Day".* Mayor Pro Tem Calderón proclaimed March 14, 2016, as "Pi Day". Mayor Pro Tem Calderón presented the proclamation to Professor Charlotte Schmitz who invited the public to attend the Pi Day Celebration at the Western Heritage Museum on March 14, 2016, from 4:00 p.m. to 7:00 p.m.

### **Public Comments**

Mr. Jason Helmsly requested assistance from the City Commission regarding a building to be used by the 12 Step Recovery Group. He stated it is very uncomfortable for the group to meet in unknown places.

In response to Mr. Helmsly, Mr. J. J. Murphy, City Manager, requested that Mr. Helmsly meet with him personally to discuss the program and determine what options, if any, might be available.

Mr. Byron Marshall addressed several comments to the Commission in support of video recording and streaming of Commission meetings.

In response to Mr. Marshall's question, Mr. Murphy stated due to the decrease in the City's revenues, web streaming is not feasible at this time. Mayor Pro Tem Calderón and Commissioners Newman, Buie and Sena agreed.

In reply to Mr. Marshall's inquiry, Mr. Murphy stated it will cost the City an initial \$80,000.00 to web stream the Commission meetings and approximately \$6,000.00 annually in fees.

Following a brief discussion, Commissioner Taylor stated she agreed with Mr. Marshall that the Commission meetings should be web streamed for increased transparency.

### **CONSENT AGENDA**

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

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

Resolution No. 6409 - Authorizing a Grant Application to the New Mexico Local Government Division for the Law Enforcement Protection Fund (LEPF) for FY 16-17 in the Amount of \$87,000.

Resolution No. 6410 - Relating to the Disposition of Obsolete, Worn-Out, and Unusable Personal Property, Specifically 72 Sig Sauer Handguns, Used by the Hobbs Police Department and Authorizing Deletion from the Public Inventory.

Resolution No. 6411 - Authorizing the Approval of a Grant Application with the Department of Homeland Security and the Federal Emergency Management Agency for the Staffing for Adequate Fire and Emergency Response Grant (SAFER) for the Hobbs Fire Department.

Consideration of Approval of a Professional Services Agreement with the Friends of the Hobbs Public Library, Inc., for FY 16-17.

Resolution No. 6412 - Approving the Preliminary and Final Plan for Saucedo Subdivision, as Recommended by the Planning Board, Located Southwest of the Intersection of Illinois Street and Jennifer St. Within the Extra-Territorial Platting Jurisdiction of the City of Hobbs.

Resolution No. 6413 - Supporting the Submission of an Application to the New Mexico Department of Transportation for a COOP Grant for Traffic Signal Improvements at Various Signalized Intersections in Hobbs.

Resolution No. 6414 - Supporting the Submission of an Application to the New Mexico Department of Transportation Municipal Arterial Program (MAP) for Traffic Signal and Intersection Improvements at Joe Harvey and Central.

Resolution No. 6415 - Authorizing an Application to the U. S. Department of Housing and Urban Development Community Development Block Grant Program (CDBG) for 2016 Hobbs Infrastructure Improvements Project.

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

### **Discussion**

Resolution No. 6418 - Changing Hours/Dates for Various Parks and Recreation Summer Programs; Fee Changes for Summer Programs and Activities; Changes in Rental Fees for Park Pavilion and After-Hours Room Rental at Senior Center, be moved to Discussion. Mr. Doug McDaniel, Parks and Recreation Director, presented a PowerPoint to the Commission and stated the Parks and Recreation Department is proposing to make several changes to the Summer Recreation programs and activities including implementing a one-time fee for participation in the City's very popular Summer Recess and Summer Sports programs. He stated also being proposed is a change to the Park Pavilion rental policies and an increase in the Park Pavilion rental fees along with implementing a new fee for after-hours room rentals at the Senior Center. Mr. McDaniel stated additionally, changes are being proposed to the operating hours at the outdoor pools and splash pads along with an increase in admission for adults at Del Norte Pool and the elimination of private pool party rentals on Tuesday nights.

Commissioner Buie stated citizens are being laid off everyday and he does not agree with any fee increases to services currently provided to the citizens of Hobbs. Commissioners Newman and Taylor agreed.

Commissioner Sena stated sometimes increases are necessary in services the City provide to the community to offset the City's cost. He stated some citizens do not appreciate free services.

Commissioner Taylor stated that people who are unemployed right now can only afford to go to the parks for family gatherings. She does not feel they should be charged to utilize the City's parks.

In response to Commissioner Buie's question, Mr. McDaniel stated Summer Recess attendance may drop a little due to the new \$10.00 participation fee but the City is always willing to work with the families who cannot afford the cost.

Commissioner Newman stated he also disagrees with the room rental fees at the Agnes Kastner Head Center which is not only used by seniors. He stated the entire proposal presented by Mr. McDaniel needs to be looked at further because most of the Commission is not in favor of the changes.

### **Action Items**

Resolution No. 6416 - Authorizing a Grant Agreement with the J. F Maddox Foundation for City Park Improvements. Mr. Murphy stated the City along with Hobbs Municipal Schools (HMS), initiated a conceptual plan for improvements to City Park, which was presented to the J. F Maddox Foundation. He stated the City and HMS had a joint meeting on Wednesday, March 2, 2016, to discuss the new design of the City Park. Mr. Murphy stated the City and HMS will fund \$250,000.00 each and the J. F Maddox Foundation, under the proposed agreement, will commit \$3.74 million to the improvements to City Park. He stated Mr. McDaniel will present the proposed design concept of City Park later in the meeting.

Commissioner Sena expressed his appreciation of the partnership with J. F Maddox Foundation for the City Park improvements.

There being no further comments, Commissioner Taylor moved that Resolution No. 6416 be adopted as presented. Commissioner Sena seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie 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 a Task Order to Wilson & Company for the Design of the City Park Improvements. Mr. McDaniel stated the City is working with HMS and J. F Maddox Foundation on the design of the City Park Improvements. He presented a PowerPoint of the proposed conceptual design of City Park which includes a splash pad, a new restroom, small tikes basketball court, multi-use sport court, an

additional larger pavilion, additional basketball courts with design option to cover, shade structure and pedestrian connectivity throughout the site.

In reply to Mayor Pro Tem Calderón's question, Mr. McDaniel stated the City Park improvements will commence in September, 2016, and will be completed by the summer of 2017.

Commissioner Newman stated the City Park is heavily utilized on the weekend.

Commissioner Sena stated the funding commitments through the partnerships for the City Park renovation are phenomenal.

Commissioner Buie moved to approve a task order with Wilson & Company in the amount of \$238,765.44 plus gross receipts tax for the design of City Park Improvements, as presented. Commissioner Taylor seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes, Cobb yes. The motion carried. A copy of the agreement and supporting documentation is attached and made a part of these minutes.

Mayor Cobb disconnected from the meeting at 7:05 p.m.

*Consideration of Bid No. 1542-16 to Furnish a New Asphalt Recycler and Recommendation to Accept Bid from KM International in the Amount of \$71,120.00.*

Mr. Choate stated the City proposes to purchase a new asphalt recycler. He stated Mr. Anthony Maldonado, Street Superintendent, attended a demonstration on the Renova Recycler and was very impressed with the operation of the unit and its possible applications on Hobbs City streets. Mr. Choate stated the cost for the new asphalt recycler is in the amount of \$71,120.00.

In response to Commissioners Newman and Taylor's questions, Mr. Choate stated it is possible to utilize the old asphalt recycler for one more year but there will be additional costs for upkeep and maintenance. He stated the old asphalt recycler will recycle one yard at a time and the new asphalt recycler will recycle two yards at a time. Mr. Choate stated the existing asphalt recycler is 12 years old.

In reply to Commissioner Sena's question, Mr. Choate stated the old asphalt recycler, if a new one is purchased, would be sold at an auction.

Mr. Murphy recommended the Commission table the purchase of a new asphalt recycler and Mr. Choate can bring back the proposal with maintenance cost to keep the old asphalt recycler in operations, at a later date.

Commissioner Sena moved to table the bid from KM International in the amount of \$71,120.00 for a new asphalt recycler. Commissioner Newman seconded the



motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes. The motion carried.

Resolution No. 6417 - Approving a Letter of Understanding Between the City of Hobbs and the Hobbs Municipal Schools Concerning the Municipal Acquisition of Certain School Property Located North of Highland Middle School and Coronado Elementary School. Mr. Kevin Robinson, Development Coordinator, stated the City and the Hobbs Municipal Schools have been in discussion concerning the municipal acquisition of portions of school property located north of Highland Junior High and Coronado School. He stated the Letter of Understanding would formalize staff's discussion and execution by both governing authorities would allow each authority to pursue the fee simple transfer of the property. Mr. Robinson stated the City has five years to improve the dedicated right-of-way.

Commissioner Sena stated he visited residents in the area of Highland Junior High and Coronado School and they support the improvement of the dedicated right-of-way by the City.

There being no further comments, Commissioner Sena moved that Resolution No. 6417 be adopted as presented. Commissioner Taylor seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Buie yes, Calderón yes. The motion carried. Copies of the resolution and supporting documents are attached and made a part of these minutes.

PUBLICATION: Proposed Ordinance Repealing Chapter 2.44 of the Hobbs Municipal Code Relating to the Hobbs Industrial Air Park Board. Mr. Robinson stated the City created the Hobbs Industrial Air Park Board (HIAP) on December 7, 1970, which has not convened since April 15, 2010. Mr. Robinson stated the Planning Board reviewed this issue on February 16, 2016, and voted in favor of repealing Chapter 2.44 of the Hobbs Municipal Code.

There being no further comments from the audience, Commissioner Newman moved to publish notice of intent to adopt the proposed ordinance at a later date. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes. The motion carried.

Consideration of Approval of a Change Order to Entrench, Inc., for Utility Extension of Goings Drive (Water Well Contract). Mr. Todd Randall, City Engineer, explained the change order and stated the City has entered into Development Agreements with Pilot Retail Fuel Center, Dagger Draw, LLC and undeveloped property owner for the extension of water, sewer and roadway improvements for Goings Drive. He stated the City approved agreements and received full payment for fair share frontage assessment from Pilot and Dagger Draw. Mr. Randall also stated the City has

agreed to pay for additional costs associated with the over-size and over-depth of sewerline to service properties north of the proposed development. He stated the limits of the extension for improvements are the north property line of the proposed Truck Wash Facility, owner Dagger Draw, LLC, to be located on Goings Road. Mr. Randall stated in order to expedite this work, the City will utilize an existing contract with Entrench, Inc. for this portion of the work. He stated after the utility improvements are made, the roadway improvements will be presented at a later date to the City Commission for approval as a Task Order under the Annual Paving Agreement with Ramirez & Sons.

Commissioner Buie moved to approve a change order with Entrench, Inc., in the amount of \$128,175.00 including gross receipts tax for utility extension of Goings Drive, as presented. Commissioner Sena seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes. The motion carried. A copy of the agreement and supporting documentation is attached and made a part of these minutes.

Consideration of Approval of a Work Order to Ramirez & Son's, Inc., for Bensing and Smith Reconstruction (Effluent Project). Mr. Randall explained the change order and stated Smithco Construction is currently under contract with the City of Hobbs for the installation of a 20" Effluent Line and 12" Water line along Bensing and Smith. He stated after all utility improvements are installed the roadway improvements are to follow in phases, including the section of Bensing from Jones to Mahan that has been ready for paving for over 90 days. Mr. Randall stated this is the highest residential density along Bensing, which includes Country Cottage Care & Rehabilitations, a nursing facility. He stated City staff has requested a change order to remove all paving from the Rockwind Effluent Project with Smithco Construction in an amount of estimated at nearly \$1 million. Mr. Randall stated Ramirez and Sons, Inc., will not commence the work until Smithco Construction has executed the contract with the deduction of the paving amount.

Commissioner Buie moved to approve a work order with Ramirez & Sons, Inc., in the amount of \$850,768.00 with the understanding that work does not commence until the revised contract with Smithco, Inc., is executed and revised to eliminate the scope of paving work. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes. The motion carried. A copy of the agreement and supporting documentation is attached and made a part of these minutes.

**Comments by City Commissioners, City Manager**

Commissioner Taylor thanked Ramirez & Sons for the patch paving on Marland and Dal Paso Streets.

Commissioner Taylor stated the City Park renovation is a great plan.

Commissioner Sena apologized for being late as he was attending a My Power meeting. He stated My Power has a group of great young women.

Mr. Murphy thanked the Hobbs firefighters and residents for being patient on the renovation of Fire Station #2 which is now complete.

Mr. Murphy invited everyone to attend the joint meeting of the City Commission and Lodgers' Tax Board with members of the Hospitality Committee which will be held on Tuesday, March 15, 2016, at 3:00 p.m. to hear the presentations from the requesters.

Mr. Murphy stated he will be representing the City of Hobbs and supporting the Hobbs Eagles Basketball Team in Albuquerque, New Mexico, during the State Basketball Tournament.

Mayor Pro Tem Calderón thanked the Commission for appointing him as the Mayor Pro Tem.

Mr. Murphy reminded the Commission of the special City Commission meeting to be held on March 10, 2016, to appoint a City Commissioner for District 6.

There being no further discussion or business, Commissioner Newman moved that the meeting adjourn. Commissioner Buie seconded the motion. The vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Buie yes, Calderón yes. The motion carried. The meeting adjourned at 7:40 p.m.

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SAM D. COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk

Minutes of the special meeting of the Hobbs City Commission held on Thursday, March 10, 2016, in the City Commission Chambers, 200 East Broadway, 1<sup>st</sup> Floor Annex, Hobbs, New Mexico.

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

Mayor Cobb called the meeting to order at 4:30 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

Also present:

J. J. Murphy, City Manager  
Mike Stone, City Attorney  
Efren Cortez, Assistant City Attorney  
Chris McCall, Police Chief  
Eric Enriquez, Fire Chief  
Paul Thompson, Fire Captain  
Barry Young, Deputy Fire Chief  
Shawn Williams, Fire Marshal  
Toby Spears, Finance Director  
Ronny Choate, General Services Director  
Ron Roberts, Information Technology Director  
Tim Woomeer, Utilities Director  
Todd Randall, City Engineer  
Matt Hughes, Golf Superintendent  
Nicholas Goulet, Human Resources Director  
Sandy Farrell, Library Director  
Meghan Mooney, Director of Communications  
Nicholas Goulet, Benefits & Safety Coordinator  
Ann Betzen, Executive Assistant/Risk Manager  
Sandra Boltshauser, Clerk Record Specialist  
Jan Fletcher, City Clerk  
8 Citizens

Commissioner Sena gave the invocation and Commissioner Taylor led the Pledge of Allegiance.

Mayor Cobb explained the process for appointment of a City Commissioner to fill the vacancy in District 6. He stated that the City Commission has received two resumes and letters of interest from the following citizens:

Mr. Johnny R. Castillo  
Mr. Donald R. Gerth

Mayor Cobb expressed appreciation to all of the candidates for their willingness to serve the community. He stated that each applicant will be allowed five minutes to address the Commission. Once all of the applicants have addressed the Commission, they will be escorted to the conference room behind the Commission Chamber. Mayor Cobb stated the City Clerk will draw names and each applicant will be invited to come before the Commission to answer two questions. He stated after all of the candidates have addressed the Commission, an open discussion will begin and a simple majority vote will be required by the Commission to appoint a City Commissioner to the vacant seat.

In response to Mayor Cobb's inquiry, Ms. Jan Fletcher, City Clerk, stated both of the applicants meet the requirements set forth in the City Charter to fill the position of City Commissioner.

Mr. Johnny R. Castillo and Mr. Donald R. Gerth both addressed comments to the Commission.

Mayor Cobb thanked the candidates for their comments. He asked the applicants to adjourn to the conference room behind the Commission Chamber and stated the City Clerk will draw names to determine the order for questioning. Mayor Cobb stated each applicant will have three minutes to answer each of the two questions and when finished, they may be seated in the Commission Chamber.

Each applicant was asked the following questions:

1. "Your predecessor brought consensus-based leadership to this position, how would you continue her legacy?"; and
2. "Are you familiar with the time commitment for this position and are you prepared to dedicate the time necessary to serve in this position?"

Mayor Cobb stated the term for the appointee for District 6 ends in March of 2018, at which time a candidate must seek election to the office. Mayor Cobb stated this is a very difficult choice for the Commission as both of the candidates are very qualified for the position.

Commissioner Sena nominated Mr. Johnny R. Castillo to serve as City Commissioner for District 6. The motion died for lack of a second.

Commissioner Newman nominated Mr. Donald R. Gerth to serve as City Commissioner for District 6. Commissioner Sena seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes, Cobb yes. The motion carried.

Mayor Cobb thanked both applicants for their interest in District 6 and the betterment of the City of Hobbs.

Ms. Fletcher administered the oath of office to Mr. Gerth.

**Comments by City Commissioners, City Manager**

Mr. J. J. Murphy, City Manager, reminded the commissioners of the joint work session with the Hobbs Lodgers' Tax Board to hear presentations from entities requesting funding for FY 2017.

Commissioner Buie welcomed Mr. Gerth and stated it is nice to have a full Commission again.

Commissioner Sena thanked the applicants for being a part of the process. He expressed gratitude to Mr. Castillo for his dedication to the community.

Mayor Cobb thanked everyone in attendance and both of the applicants for showing their interest in betterment of the community. He expressed congratulations to Commissioner Gerth and stated he is looking forward to the opportunity of working with him.

There being no further discussion, Commissioner Gerth moved that the meeting adjourn. Commissioner Newman seconded the motion. The vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. The meeting adjourned at 4:55 p.m.

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SAM D. COBB, Mayor

ATTEST:

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JAN FLETCHER, City Clerk



# **CONSENT AGENDA**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 3-21-16

SUBJECT: Resolution Authorizing the Mayor to Make Appointments to City Advisory Boards.

DEPT. OF ORIGIN: Mayor's Office  
DATE SUBMITTED: 3-3-16  
SUBMITTED BY: Sam D. Cobb, Mayor

Summary:

The Mayor would like to re-appoint the following members whose terms expire March 31, 2016:

**Cemetery Board**, Bonnie Moran, Sue Sediillo and Sherry Jo Norman; to the **Community Affairs Board**, Karen Jackson and Mike Clampitt; to the **Library Board**, Jackie McDaniel, Guy Williams and Carolina Greene; to the **Planning Board**, Tres Hicks, Bill Ramirez, Brett Drennan and Bobby Shaw; to the **Utilities Board**, Benny Choice. All appointees to serve a two-year term commencing March 31, 2016.

The Mayor would like to appoint Ben Donahue to the Community Affairs Board to fill the position vacated by Jim Marshall. This term will expire March 31, 2018

The Mayor would like to appoint Brett Beckett and Phil Ingram to the Utilities Board to fill the positions vacated by Ernest Hodge and Albert Gonzales. Term will expire March 31, 2018.

The Mayor would like to re-appoint Judy Wink and Haily Hunter to the Lodgers' Tax Board. Term will expire January 1, 2019.

Fiscal Impact:

There is no effect on the current year budget.

Reviewed By:   
Department

Attachments:

Resolution

Legal Review:

Approved As To Form:   
City Attorney

Recommendation:

Motion to approve Resolution.

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

RESOLUTION NO. 6419

A RESOLUTION AUTHORIZING THE MAYOR  
TO MAKE APPOINTMENTS TO  
THE CITY OF HOBBS ADVISORY BOARDS

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS,  
NEW MEXICO, that the Mayor be and hereby is authorized to make appointments to  
the following advisory boards, each to serve a two year term commencing March 31,  
2016:

Cemetery Board re-appoint – Bonnie Moran  
Cemetery Board re-appoint – Sue Sedillo  
Cemetery Board re-appoint – Sherry Jo Norman

Community Affairs Board re-appoint – Karen Jackson  
Community Affairs Board re-appoint – Mike Clampitt  
Community Affairs Board appoint – Ben Donahue

Library Board re-appoint – Jackie McDaniel  
Library Board re-appoint – Guy Williams  
Library Board re-appoint – Carolina Greene

Planning Board re-appoint – Tres Hicks  
Planning Board re-appoint – Bill Ramirez  
Planning Board re-appoint – Brett Drennan  
Planning Board re-appoint – Bobby Shaw

Utilities Board re-appoint – Benny Choice  
Utilities Board appoint – Brett Beckett  
Utilities Board appoint – Phil Ingram

The Mayor also wishes to make the following board appointments, each to serve  
a three year term commencing January 1, 2016:

Lodgers' Tax Board re-appoint – Judy Wink  
Lodgers' Tax Board re-appoint – Haily Hunter

PASSED, ADOPTED AND APPROVED this 21<sup>st</sup> day of March, 2016.

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SAM D. COBB  
Mayor

ATTEST:

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JAN FLETCHER  
City Clerk



# **ACTION ITEMS**



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 21, 2016

**SUBJECT:** A Resolution Authorizing City Staff to Purchase Video Equipment for Recording City Commission Meetings

**DEPT. OF ORIGIN:** Information Technology Department  
**DATE SUBMITTED:** March 16, 2016  
**SUBMITTED BY:** Ron Roberts, I.T. Director

**Summary:**

Individuals have requested the City Commission to begin recording commission meetings for those in the community who do not own a radio and cannot attend meetings in person, but wish to hear/see what occurs during commission meetings. This Resolution authorizes City staff to purchase recording equipment for the purpose of recording commission meetings. A link to those recordings will be available on the City website.

**Fiscal Impact:**

Reviewed By: [Signature]  
Finance Department

The cost of the camera is approximately \$600.00 and can be paid for from the computer maintenance and repair account 01-0145-42403

**Attachments:**

Video recorder information

**Legal Review:**

Approved As To Form: [Signature]  
City Attorney

**Recommendation:**

Approve Resolution

Approved For Submittal By:

[Signature]  
Department Director

\_\_\_\_\_  
City Manager

CITY CLERK'S USE ONLY  
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6420

A RESOLUTION AUTHORIZING CITY STAFF  
TO PURCHASE VIDEO EQUIPMENT FOR  
RECORDING CITY COMMISSION MEETINGS

WHEREAS, a request has been made that the City Commission begin recording City Commission meetings; and

WHEREAS, there are citizens who may not own a radio or are unable to attend meetings in person but wish to hear/see commission meetings;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor is hereby authorized and directed to approve the purchase of Video Equipment for recording of City Commission meetings.

PASSED, ADOPTED AND APPROVED this 21<sup>st</sup> day of March, 2016.

\_\_\_\_\_  
SAM D. COBB, MAYOR

ATTEST:

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

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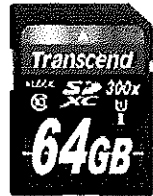
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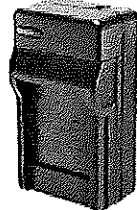
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microphone + [9] video stabilizer + [10] PD LED Video Light w/ Bracket + [11] PD 50\* Compact Travel Tripod + [12] PD 5pc Complete Cleaning Kit + [13] LCD Screen Protectors

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Canon Vixia HF R72 32GB Wi-Fi 1080p HD Video Camcorder with 64GB Card + Battery & Charger + Hard Case + Tripod + LED Light \$525.99



Canon VIXIA HF R72 Camcorder \$449.00

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**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 21, 2016

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

DEPT. OF ORIGIN: City Attorney's Office  
DATE SUBMITTED: March 16, 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.

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: *Debrah Carnal*  
Finance Department

Attachments:

Ordinance  
Land Purchase Option Agreement

Legal Review:

Approved As To Form: *Michael H. Stone*  
City Attorney

Recommendation:

Approve an Ordinance approving the Land Purchase Option Agreement

Approved For Submittal By:

*Michael H. Stone*

Department Director

*J. J. [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, NEW MEXICO**  
**ORDINANCE NO. 1092**

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 SENA, Commissioner

\_\_\_\_\_  
PATRICIA A. TAYLOR, Commissioner

\_\_\_\_\_  
JOSEPH D. CALDERON, Commissioner

\_\_\_\_\_  
GARRY A. BUIE, Commissioner

\_\_\_\_\_  
DON R. GERTH, Commissioner

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ATTEST:

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

EXHIBIT 1

Form of Agreement between ELEA and Holtec

## LAND PURCHASE OPTION AGREEMENT

This Land Purchase Option Agreement (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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 intend 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, ELEA and Holtec have executed this Agreement on the date stated above.

**EDDY-LEA ENERGY ALLIANCE, LLC**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**HOLTEC INTERNATIONAL**

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of New Mexico        )  
  ) ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of Eddy-Lea Energy Alliance, LLC, a New Mexico limited liability company.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

State of \_\_\_\_\_ )  
  ) ss.  
County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of Holtec International, a Delaware corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

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: March 21, 2016

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

DEPT. OF ORIGIN: Planning Department  
DATE SUBMITTED: March 14, 2016  
SUBMITTED BY: Kevin Robinson – Planning Department

**Summary:** Chapter 15.05 Definitions and Chapter 15.32 Signs contain the developmental regulations for the placement of signs and billboards on private property located within the Municipal Boundaries. The majority of the revisions are syntactical in nature to provide continuity and clarity of the regulations, however major changes were made in regards to the placement of billboards, electronic signage and portable signs.

The City of Hobbs Planning Board reviewed this issue on June 16, 2015 and voted 5 to 0 to recommend approval of the Ordinance Amending Chapter 15.05 and Chapter 15.32 of the Hobbs Municipal Code in their entirety. The City Commission approved publication of the Ordinance on June 29, 2015. Adoption of the Ordinance was tabled on August 3, 2015 and directed back to the Planning Board. The City of Hobbs Planning Board reviewed this issue on March 15, 2016 and voted 5 to 0 to recommend approval of the Ordinance Amending Chapter 15.05 and Chapter 15.32 of the Hobbs Municipal Code in their entirety.

**Fiscal Impact:**

Reviewed By:   
Finance Department

No Fiscal impact.

**Attachments:** Ordinance, Planning Board Minutes.

**Legal Review:**


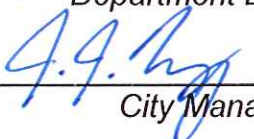
For continuity and clarity of the records the tabled Ordinance #1088 should be removed from the table and fail in the affirmative prior to a motion to publish being approved.

Approved As To Form:   
City Attorney

**Recommendation:**

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

Approved For Submittal By:

  
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

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

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

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

**15.05.010 Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

## Chapter 15.32

### SIGNS

#### Sections:

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

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

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

property lines.

B. Protect the public health and general welfare.

#### 15.32.020 Application for permit.

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

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

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

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

Any permit for construction of a sign shall become null and void unless construction of the sign and structure is completed within one hundred eighty (180) days of the issuance of a permit or the permit is renewed for an additional one hundred eighty (180) days and payment of one-half of original fee.

#### 15.32.030 General provisions for signs.

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

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

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

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

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

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

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

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

C. Placing Signs on Private Property. No signs shall be placed on any private property without a permit and shall meet the following:

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

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

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

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

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

1. Each site shall have no more than one billboard; provided, however, that sites with more than eight hundred (800) feet of public street frontage may have one additional billboard providing an eight hundred (800) foot linear separation is maintained between all proposed or existing billboards adjacent to and oriented perpendicular to a Major Arterial, regardless of ownership.

2. A billboard shall not be permitted to be placed within eight hundred (800) linear feet of any existing billboard adjacent to and oriented perpendicular to a Major Arterial.

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

4. Billboards on residential streets are prohibited.

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

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

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

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

#### 15.32.040 Design and construction.

It shall be the responsibility of the building official to determine, prior to the issuance of any final approval, that any sign erected, constructed or structurally altered is of such construction and is so supported and erected as to be safe for the area in which it is placed. If the building official finds that any



sign is being erected, constructed, supported or maintained in such a manner as to become dangerous to the public or the surrounding area, then the building official shall give written notice to the sign applicant, owner or contractor erecting, constructing, altering or maintaining such sign, and upon such notice the notified party shall immediately act to either make such sign safe or remove same.

#### 15.32.050 Requirement of plans.

The following are the City requirements for a sign permit.

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

B. Plans for supporting any freestanding sign in excess of 24 foot in height or having a sign face in excess of 128 square feet or billboard sign shall be accompanied by a structural computation and shall be certified by a New Mexico licensed architect or engineer. Sufficient data shall be submitted to show that supporting surfaces and other members of an existing building to which the sign is to be attached are in good condition and are adequately strong to support the sign loads.

#### 15.32.060 Maintenance.

All signs and sign support structures, together with all of their supports, braces, guys and anchors, shall be kept in repair and in proper state of preservation.

#### 15.32.070 Exempted signs and Portable Signs.

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

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

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

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

Portable signs shall be permitted by the building official. Portable signs are intended to be displayed for a short period of time only. Portable signs shall not be installed for more than a sixty (60) day period at any one location. A single location is allowed to contain a single Portable sign for a sixty (60) day period; thereafter the location shall not contain a portable sign for a thirty (30) day period. A portable sign shall be located a minimum of five (5) feet from the property line or fifteen (15) feet from the street curb or pavement edge or as directed by the Engineering Department to minimize visibility hindrances. All portable signs containing electrical wiring shall be subject to the provisions of the National Electrical Code and all other applicable codes and the electrical components used shall bear the label of an approved testing agency. Sign design, material and construction shall comply with the provision of this code. All portable signs shall be stabilized and anchored to the ground to restrict displacement by the wind or other accidental force. If the portable sign is used for a period of sixty (60) days or more than, it must be permitted as a permanent sign for the location and meet all provisions of this code as such.

#### 15.32.080 Abandoned signs.

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



state that such sign shall be removed or repaired within thirty (30) days. If the property owner fails to comply with such notice to the building official is authorized to cause removal of such sign as defined under Section 15.32.100.

#### 15.32.090 Notice period.

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

#### 15.32.100 Removal of signs.

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

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

#### 15.32.110 Expense of removal.

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

#### 15.32.120 Nonconforming signs.

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

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

B. Any nonconforming sign or sign structure that is in ruins, damaged and is danger to public safety and health shall be removed as stated in Section 8.24.010.

#### 15.32.130 Sign illumination.

The light from any light source intended to illuminate a sign shall be shaded, shielded, dimmed and directed whereby the light intensity and brightness shall not adversely affect surrounding and facing premises, or adversely affect safe vision of pedestrians and operators of vehicles moving on public and private streets, driveways and parking areas. There should be no direct glare onto adjoining properties or in the eyes of motorists and pedestrians. Electronic signs shall display a static message for no less than 8

seconds for all signs except message boards which shall display for no less than 2 seconds. Electronic signs shall not utilize animation; neither shall the transition from one message to another be animated. Electronic features of monument and portable signs are permissible providing said sign is located fully within the setbacks as prescribed in the City of Hobbs Major Thoroughfare Plan.

15.32.140 Reconstruction of sign.

When any existing sign is damaged, blown down or otherwise destroyed or taken down or removed for any purpose other than maintenance operation, such sign and structure, shall not be re-erected, reconstructed or rebuilt without first obtaining a permit and shall be in full conformance with this chapter and all other applicable codes.

15.32.150 Fees.

A sign permit fee shall be in accordance with Section 15.28.050 as established by the City.

15.32.160 Variances and waivers.

Following a duly conducted public hearing, the City of Hobbs Planning Board may grant a waiver(s) or a variance(s) to the requirements herein, providing that sufficient justification is presented to the Planning Board and a finding is made by the Planning Board that approving the waiver or variance to the requirements herein is not inconsistent with the purpose and intent of the chapter.

PASSED, ADOPTED AND APPROVED this\_\_ day of \_\_\_\_\_, 2016

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

ATTEST:

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





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 21, 2016

SUBJECT: RESOLUTION APPROVING THE VACATION OF A PORTION OF S. FOWLER BETWEEN E. DUNNAM AND E. WHITE AND AN EAST\WEST ALLEYWAY LOCATED WITHIN BLOCK 47 OF THE ORIGINAL HOBBS ADDITION.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: March 14, 2016
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: The municipality purchased the entirety of Block 47 of the Original Hobbs Addition in 2013\2014. Subsequently the municipality adopted Resolution #6368 on October 19, 2015, entering into a Development Agreement with Parkside Terrace CIC, LLLP for the production of low income housing and the majority of Block 47 has been conveyed to Parkside Terrace CIC, LLLP as per the agreement. The project requires that S. Fowler between Dunnam and White be vacated, whereby the +/- northern 1/3 of the vacated area will be conveyed to the Boys & Girls Club for private parking serving the Daycare and the southern +/- 2/3 of the remaining vacated area will be conveyed to Parkside Terrace for private parking serving the low income housing. A municipal easement will be retained for that portion of S. Fowler being vacated. Additionally, the east\west alley of Block 47 is also being vacated, an easement will be retained temporarily until such time that Parkside Terrace is able to relocate municipal and franchisee infrastructure. As per the City of Hobbs Vacation policy as amended on October 19, 2009 by Resolution #5424, this vacation, if approved, will transfer fee simple ownership to the vacated property to the above mentioned owners. Also, as per the Vacation Policy, the Commission may elect to waive remuneration for charitable type organizations. The Planning Board reviewed this issue on March 15, 2016 and voted 5 to 0 to recommend approval.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

No Fiscal Impact.

Attachments: Resolution, Vacation Plat and Planning Board Minutes.

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Staff recommends Consideration of the Approval of the Resolution to approve the Vacation Plat, as recommended by the Planning Board.

Approved For Submittal By:

[Signature] Department Director
[Signature] City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6421

**A RESOLUTION APPROVING THE VACATION OF A PORTION OF S. FOWLER BETWEEN E. DUNNAM AND E. WHITE AND AN EASTWEST ALLEYWAY LOCATED WITHIN BLOCK 47 OF THE ORIGINAL HOBBS ADDITION.**

WHEREAS, The Parkside Terrace CIC, LLLP is requesting the vacation of a portion of S. Fowler between Dunnam and White and an alleyway located within Block 47 of the Original Hobbs Addition; and

WHEREAS, the City Commission has determined that the abandonment of the public right of ways will not adversely affect the interests or rights of persons in contiguous territory or within the subdivision.

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 21<sup>st</sup> day of March, 2016.

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

ATTEST:

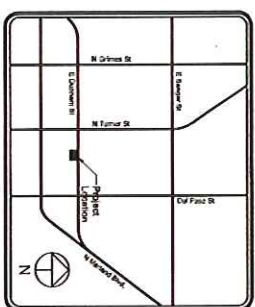
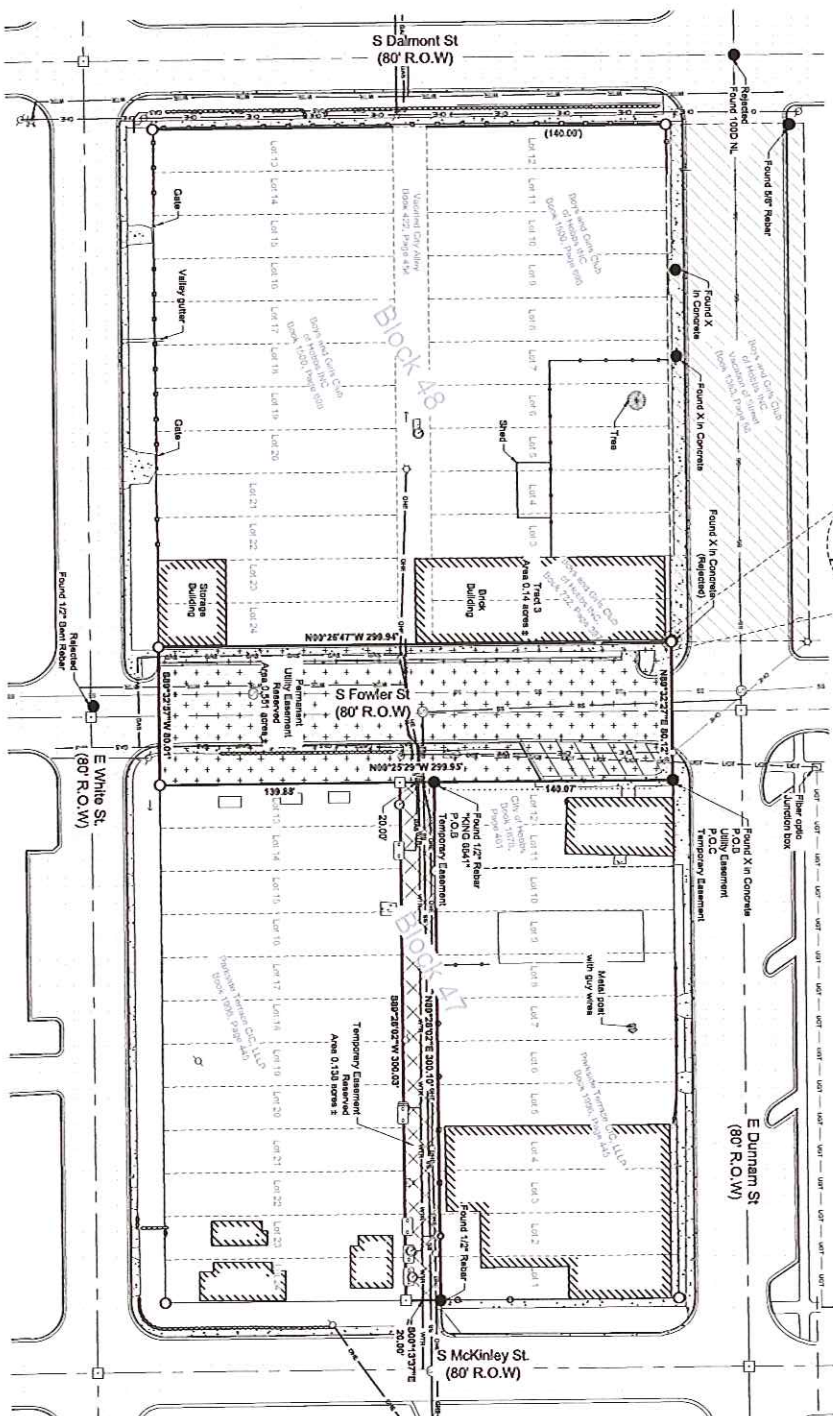
\_\_\_\_\_  
JAN FLETCHER, City Clerk



# VACATION PLAT

## OF A PORTION OF FOWLER STREET AND ALLEY

**BASIS OF BEARING**  
 The basis of bearing for this survey is Grid North based on the New Mexico State Plane Coordinate System, East Zone, as determined by GPS/GNSS observations of the monumented benchmark located at the northeast corner of 0.8989264473. True north can be obtained by applying a convergence angle of -00°38'54.15" at the Point of Beginning.



**LEGEND**

●	Found as noted
○	Not found
□	Found as noted but not in plat
○	Calculated point
○	Calculated point
○	Property line
○	Chartered fence
○	Underground fiber optic
○	Underground water line
○	Water line
○	Water meter
○	Gas meter

○	Day view
○	Night view
○	Concrete
○	Asphalt
○	Temporary easement reserved
○	Utility easement reserved
○	Easement
○	Measured bearing and distance
○	Found bearing and distance



**PETTIGREW & ASSOCIATES PA**  
 ENGINEERING | SURVEYING | TESTING  
 DEFINING QUALITY SINCE 1965  
 100 E. Navajo - Suite 100, Hobbs New Mexico 88201  
 T: 505.393.1540  
 F: 505.393.1540  
 pettigrew.com

PROJECT SURVEYOR: **M. Steward**  
 D. Twardo

**WILLIAM M. STEWART**  
 NEW MEXICO  
 REGISTERED PROFESSIONAL SURVEYOR  
 12348

**INDEXING INFORMATION FOR COUNTY CLERK**

CITY OF HOBBS  
 Parkside Terrace CIC, LLLP  
 Boys and Girls Club of Hobbs INC.  
 LOCATION:  
 Located in the SE 1/4 of Section 34, T19S, R38E, N.M.P.M., City of Hobbs, Lea County, New Mexico.

NO.	DATE	DESCRIPTION

State of New Mexico, County of \_\_\_\_\_  
 I here by certify that this instrument was filed for record on:  
 The \_\_\_\_\_ Day of \_\_\_\_\_  
 20 \_\_\_\_\_ A.D.

At \_\_\_\_\_ City/County \_\_\_\_\_ M.  
 Cabinet \_\_\_\_\_ Side \_\_\_\_\_  
 Book \_\_\_\_\_ Page \_\_\_\_\_

By \_\_\_\_\_ County Clerk  
 By \_\_\_\_\_ Deputy

VACATION PLAT  
 OF  
 A PORTION OF FOWLER ST.  
 AND ALLEY  
 FOR  
 CHELSEA INVESTMENT CORP.

PROJECT NUMBER:  
**2014.1430**

SHEET: 1 of 1  
**SU - 101**

**SURVEY DESCRIPTION OF PORTION OF FOWLER STREET AND ALLEY BEING VACATED**

A tract of land located in the southwest quarter of the southeast quarter of Section 34, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows:

Beginning at a found X in concrete being used as the northwest corner of Block 47 Original Hobbs Addition to the City of Hobbs, thence S00°23'29"E 140.07 feet to a FOUND 1/2" rebar marked "KING 6541" thence N89°28'02"E 300.10 feet to a FOUND 1/2" rebar thence S90°23'30"E along the west right way line of McKinley Street 22.00 feet to a calculated point, thence S89°28'02"W 350.03 feet to a calculated point, thence S00°23'29"E 139.84 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMP3 12345" thence S89°28'02"W along the north right of way line of White Street, 50.01 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMP3 12345", thence N00°28'47"W along the east line of property devoted to Boys and Girls Club of Hobbs INC Book 732, Page 387, 299.94 feet, thence N89°32'27"E 80.12 feet to the Point of Beginning.

Containing a total of 0.688 acres

**SURVEY DESCRIPTION OF PERMANENT UTILITY EASEMENT RESERVED**

A tract of land located in the southwest quarter of the southeast quarter of Section 34, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows:

Beginning at a found X in concrete being used as the northwest corner of Block 47 Original Hobbs Addition to the City of Hobbs, thence S00°23'29"E passing a found 1/2" rebar marked "KING 6541" at 140.07 feet and continuing for a total distance of 289.85 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMP3 12345", thence S89°28'02"W along the north right of way line of White Street, 50.01 feet to a set 5/8" rebar with red plastic cap marked "HICKS NMP3 12345", thence N00°28'47"W along the east line of property devoted to Boys and Girls Club of Hobbs INC Book 732, Page 387, 299.94 feet, thence N89°32'27"E 80.12 feet to the Point of Beginning.

Containing a total of 0.551 acres

**SURVEY DESCRIPTION OF TEMPORARY EASEMENT RESERVED**

A tract of land located in the southwest quarter of the southeast quarter of Section 34, Township 18 South, Range 38 East, N.M.P.M., Lea County, New Mexico and being more particularly described as follows:

Commencing at a found X in concrete being used as the northwest corner of Block 47 Original Hobbs Addition to the City of Hobbs, thence S00°23'29"E 140.07 feet a found 1/2" rebar marked "KING 6541" for a Point of Beginning; thence N80°28'02"E 300.10 feet to a found 1/2" rebar thence S00°13'37"E 20.00 feet along the West of right of way line of McKinley Street; thence S89°28'02"W 300.03 feet to a calculated point; thence N00°28'39"W 20.00 feet to the Point of Beginning.

Containing a total of 0.138 acres

**CERTIFICATE OF SURVEY**

I, William M. Hedges, III New Mexico Professional Surveyor, hereby certify that this Survey was made in accordance with the laws and rules of the State of New Mexico and that I am duly qualified to make and certify the same. I have personally examined the field notes and all other papers connected with this Survey and I am satisfied that the same conform to the best of my knowledge and belief. That this Survey was made in accordance with the laws and rules of the State of New Mexico and that I am duly qualified to make and certify the same. I have personally examined the field notes and all other papers connected with this Survey and I am satisfied that the same conform to the best of my knowledge and belief. That this Survey was made in accordance with the laws and rules of the State of New Mexico and that I am duly qualified to make and certify the same.

William M. Hedges, III NMP3 #12346

Date \_\_\_\_\_

**CERTIFICATE OF MUNICIPAL APPROVAL**

I, Sam Cobb, Mayor for the City of Hobbs, Lea County, New Mexico, do hereby certify that the Vacation shown hereon was approved by the City of Hobbs on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Resolution Number \_\_\_\_\_

Sam Cobb, Mayor

**ACKNOWLEDGMENT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, Sam Cobb, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and official seal the day and year last above written.

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

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



**PETTIGREW & ASSOCIATES PA**  
 ENGINEERING | SURVEYING | TESTING  
 DEFINING QUALITY SINCE 1955  
 100 E. Nevada - Suite 100, Hobbs New Mexico 88240  
 505-328-9827  
 1575 383 1540  
 Pottersville

PROJECT SURVEYOR: M. Kneeland  
 DRAWN BY: D. Thomas



**INDEXING INFORMATION FOR COUNTY CLERK**

OWNER:  
 City of Hobbs  
 Paradise Terrace CIC, LLP,  
 Boys and Girls Club of Hobbs INC.  
 LOCATION:  
 Located in the SE 1/4 of Section 34, T18S,  
 R38E, N.M.P.M., City of Hobbs,  
 Lea County, New Mexico.

No.	DATE	DESCRIPTION

State of New Mexico, County of \_\_\_\_\_  
 I here by certify that this instrument was filed for record on:  
 The \_\_\_\_\_ Day of \_\_\_\_\_,  
 20\_\_\_\_ A.D.

At \_\_\_\_\_ O'Clock \_\_\_\_\_ M.,  
 Cabinet \_\_\_\_\_ Slide \_\_\_\_\_  
 Book \_\_\_\_\_ Page \_\_\_\_\_  
 By \_\_\_\_\_  
 County Clerk \_\_\_\_\_  
 By \_\_\_\_\_  
 Deputy \_\_\_\_\_

**VACATION PLAT**  
 OF  
 A PORTION OF FOWLER ST.  
 AND ALLEY  
 FOR  
 CHELSEA INVESTMENT CORP.

PROJECT NUMBER:  
 2014.1430

SHEET: 2 of 2  
 SU - 102





**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: MARCH 21, 2016

**SUBJECT:** BID RECOMMENDATION FOR BID NO. 1544-16  
LABOR AND PARTS FOR PUMP REPAIR

**DEPT. OF ORIGIN:** UTILITIES

**DATE SUBMITTED:** MARCH 15, 2016

**SUBMITTED BY:** TIM WOOMER, UTILITIES DIRECTOR

**Summary:**

Bids were opened at 2:00 PM on March 10, 2016, to furnish labor and parts for pump repair. One bidder submitted a bid for the labor and parts for pump repair. The bid without tax is as follows:

<u>BIDDER</u>	<u>LOCATION</u>	<u>BID</u>
W-H-B	Lovington, NM	\$10,300.00

**Fiscal Impact:**

Reviewed By: 

Finance Department

**Amount Budgeted** \$50,000.00

**Budgeted Line Item 61-4061-42215**

**Attachments:** Bid Documents

**Legal Review:**

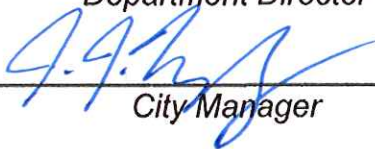
Approved As To Form: 

City Attorney

**Recommendation:** Award Bid No. 1544-16 to W-H-B.

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. \_\_\_\_\_

**INVITATION TO BID/PRICE AGREEMENT**

**BID NO. 1544-16**

**FURNISH LABOR AND PARTS FOR PUMP REPAIR**

**City of Hobbs, New Mexico**

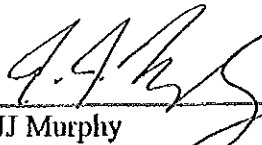
Sealed bids will be received by the City of Hobbs, New Mexico, at the office of the Finance Director in City Hall, 200 E Broadway, Hobbs, New Mexico 88240 until 2:00 p.m., Thursday, March 10, 2016, to FURNISH LABOR AND PARTS FOR PUMP REPAIR, as specified.

At the above time, bids will be publicly opened in the Conference Room of the Finance Department on the second floor of City Hall and read aloud. Any bid received after the stated time will be returned unopened.

Copies of the specifications may be procured without charge from the office of the City Finance Director. If there are any questions regarding this bid contact Shelly Raulston at (575) 397-9244.

In case of ambiguity or lack of clearness in stating proposal prices the City of Hobbs, New Mexico, reserves the right to adopt the most advantageous thereof, or to reject any or all bids and waive irregularities.

CITY OF HOBBS, NEW MEXICO

  
\_\_\_\_\_  
JJ Murphy  
City Manager

Publication Date: February 28, 2016

**INSTRUCTIONS TO BIDDERS**

**I. SUBMITTING BIDS**

- A. Sealed bids will be received by the Finance Department, in accordance with the Bid Advertisement. Bidders shall use the bid form included with the specifications. Bid forms must bear the signature of the bidder to be considered. Pursuant to NMSA 1978, § 13-1-191.1 (2006), bidders shall complete the attached Campaign Contribution Disclosure form. Failure of bidders to complete bidding documents in accordance with all instructions provided is cause for the City of Hobbs to reject bids.
- B. Bids must be submitted in a sealed envelope with the outside marked: INVITATION NO. 1544-16, FURNISH LABOR AND PARTS FOR PUMP REPAIR.
- C. All bids shall be net. Do not include any taxes from which municipalities are exempt. Tax exemption certificates will be furnished, if needed.
- D. Resident preference - pursuant to sections 13-1-1 & 13-4-2 NMSA 1978, bidders claiming 5% preference must be certified prior to bid opening. Bidder's preference will be taken into consideration, only if the preference number is stated on the bid form on page 8.
- E. It is the bidder's responsibility to deliver his bid to the proper place and at the time designated. The fact that a bid was dispatched will not be considered. The time of bid opening is determined by the clock in the City of Hobbs Finance Department.
- F. Brand name and numbers are for reference only, equivalents will be considered. If bidding "Equivalent," Bidders must be prepared to furnish "Complete Data" upon request, preferably with bid to avoid delay in award.
- G. Specifications
  - 1. Specifications on the bid are not meant to exclude any bidder or manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition.
  - 2. Exceptions and/or alternatives to specifications and conditions of this bid shall be listed on a separate sheet of paper and attached to the bid. This sheet shall be labeled "Exceptions and/or Alternatives to Specifications and Conditions", and illustrative brochures and specifications shall be included. After examination and comparison of the specifications, the City of Hobbs reserves the right to reject any or all bids.

3. If any bidder is of the opinion that the specifications as written preclude him from submitting a bid, it is requested that his opinion be made known to the City of Hobbs, in writing, AT LEAST FIVE (5) DAYS PRIOR to the bid opening date.
- H. **USER AGENCY CONTRACT** - Prospective bidders are encouraged to visit the work site to evaluate the scope of work and discuss the project with on-site staff. Contact the Utilities Department (575)397-9315 for an appointment.
- I. **NON-COLLUSION**: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the City of Hobbs.
- J. **NON-DISCRIMINATION**: Vendors doing business with the City of Hobbs must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev.1979), and the Americans with Disabilities Act of 1990, (Public Law 101-336)
- K. **DEFAULT**: The city reserves the right to cancel all or any part of this bid without cost to the City, if the Vendor fails to meet the provisions of this bid and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the vendor, such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required scheduled delivery. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights not being provided by law or under this order.

II. TERM OF PRICE AGREEMENT

- A. The City of Hobbs is asking for an "Indefinite Quantity Contract". The term of this agreement for issuance of purchase orders shall be for one (1) year from the date of written notification of award of bid, with option to extend the contract an additional three (3) years one year at a time if mutually agreeable with the City of Hobbs and the vendor, in accordance with the Attorney General ruling. The City of Hobbs reserves the right to purchase more or less than the estimated quantities at the proposed price.

III. SERVICES

- A. **WARRANTY**: The vendor agrees that the supplies or services furnished under this bid shall be covered by the most favorable commercial warranties the vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein

shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this bid. Vendor agrees to honor manufacturer's warranty.

- B. **MANUALS:** The operator's manual, parts catalog, and technical manual shall be provided with each unit at the time of delivery. Manuals shall cover in detail, maintenance, operation, replacement parts and technical data to repair the equipment specified.
- C. The unit offered under this bid shall be new, standard production model of the latest design in current production.

IV. AWARD OF CONTRACT

- A. The City Commission of the City of Hobbs, New Mexico, reserves the right to waive irregularities in bids, and to reject any or all bids or portions thereof. They may award to the bidder whose bid is deemed to be in the best interest of the City of Hobbs.
- B. All bids shall remain open for sixty (60) days after the day of the bid opening.
- C. Alternate bids will be considered only if the bidder is successful on the base bid. Offers with two base bids will be disqualified. Base bid must be identified as prime bid.
- D. To preclude possible errors and/or misinterpretations, bid prices must be affixed legibly in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled bid opening. Failure to do so will be just cause for rejection of bid.
- E. Bids may be withdrawn upon receipt of written request prior to scheduled bid opening for the purpose of making any corrections and/or changes. Such corrections must be properly identified and signed or initialed by bidder. Resubmitting must be prior to scheduled bid opening for consideration.
- F. After bid opening, no modifications on bid prices or other provisions of bids shall be permitted. A low bidder alleging a material mistake of fact, after bids have been opened, may be permitted to withdraw the bid upon written request prior to award at the discretion of the Finance Director.
- G. This bid will be awarded on hourly rate and percentage off parts price list. Prices must be firm for each annual contract period. Notice of proposed price changes, including new parts price list, must be submitted sixty days prior to renewal date for consideration. Approval is not automatic. Request must be submitted in writing to the City of Hobbs Finance Department.
- H. This bid will be awarded on a Total Bid basis.

- I. This indefinite quantity price agreement may be terminated by and at the will of either party for any reason upon sixty (60) days prior written notice delivered or mailed by certified mail, return receipt requested, to the other party. Additionally, City may give notice at any time for cause, including, but not limited to, unsatisfactory performance of duties or for any other good cause shown.

IV. DELIVERY

- A. F.O.B. Destination - Means goods are to be delivered to the destination designated by the user, which is the point at which the user accepts ownership or title to the goods. Any exception to F.O.B. Destination may cause a bid to be declared non-responsive.

F.O.B. - Job-Site HOBBS, NEW MEXICO 88240

V. PAYMENT

- A. The City of Hobbs requests one invoice following delivery of each order. Payment will be made within fifteen (15) days of acceptance of the equipment by the Utilities Department upon certification that all contract terms have been met.

NOTE: After an examination of needed repairs to City pumps the City of Hobbs shall have the opportunity and option to select repair or purchase of a replacement pump, whichever is in the best interest of the City. The bidder will be allowed reasonable charges for examination of the pump at the same rate as outlined in the bid.

VI. INSURANCE

- A. The successful bidder shall obtain, and provide proof thereof, to the City the following insurance coverage:

General Liability as follows: Premises, operations, explosions and collapse hazard, underground hazard, contractual insurance, products with completed operations, broad form property damage, independent contractors and personal injury. The limits of liability shall be no less than \$1,000,000 combined single limits for bodily injury and property damage.

Automobile Liability as follows: Owned, hired and non-owned vehicles. The limits of liability shall be no less than \$1,000,000 combined single limit bodily injury and property damage.

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

Workers' Compensation is required along with State statutory employer's liability limits regardless of number of employees.



**DETAILED SPECIFICATIONS**

The City of Hobbs is asking for an HOURLY RATE BID on labor. Parts shall be catalog or price list good for the term of the contract. Catalog or price list must be furnished to the City for evaluation purposes.

- 1.0 GENERAL: The City of Hobbs is asking for quotes to repair and recondition an indefinite number of wells and any related pumps and pump motors within the City system.
- 2.0 LABOR: A. Cost per hour to remove, repair and install pumps and pump motors.  
B. Machine work, if required.  
C. Replacement of any of the following or others if necessary, subject to prior approval of the Utilities Department Head or his designee.

All parts must conform to current ASTM and AWWA standards.

1. Column Pipe.
  2. Head Shaft.
  3. Line Shaft Water Tube.
  4. Bearing Retainer.
  5. Rubber Line Shaft Bearings.
  6. Shaft Couplings.
  7. Airline.
  8. Bowls.
  9. Color Video tape wells
  10. Sonic testing
  11. Any necessary parts or labor not listed above shall be included in this bid.
- 3.0 Experience: Bidder shall have a minimum of 10 years' experience in the repair and maintenance of municipal water wells and turbine pumps. Proof of experience may be requested.

**EXCEPTIONS TO SPECIFICATIONS**

Exceptions and/or Alternatives to Specifications and Conditions

INVITATION TO BID/PRICE AGREEMENT  
FURNISH LABOR AND PARTS FOR PUMP REPAIR

TO: The City of Hobbs, New Mexico

3-3, 2016

Bid of H. N. B. Pumps  
(Company Name):

A) A Corporation under the laws of the State of \_\_\_\_\_; or

B) A partnership consisting of Limited Liability Robert E. Collin, LTD; or

C) An individual trading as \_\_\_\_\_.

The undersigned bidder, pursuant to the foregoing "Notice to Bidders", has carefully examined the instructions to Bidders, this bid form and the Detailed Specifications.

18857  
Resident Preference  
Certification Number

Company Name H. N. B. Pumps

BY: David Munoz  
Type or Print Name

P.O. Box 698  
Address

575-396-2877  
Telephone Number

Livingston, NM 88260  
City State Zip

NOTE: To be valid, bid must be signed. The signature of a corporation is its president, or an authorized representative. A signature of a partnership must be a valid partner or authorized representative.

Do Not Return Invitation to Bid Form in Case of a "NO BID"

If applicable - bidder acknowledges receipt of the following AMENDMENT(S):

Amendment No.: \_\_\_\_\_ Dated: \_\_\_\_\_ Amendment No.: \_\_\_\_\_ Date: \_\_\_\_\_

Amendment No.: \_\_\_\_\_ Dated: \_\_\_\_\_ Amendment No.: \_\_\_\_\_ Date: \_\_\_\_\_

INVITATION TO BIDPRICE AGREEMENT

**FURNISH LABOR AND PARTS FOR PUMP REPAIR**

EACH BIDDER COMPLETE THE FOLLOWING STATEMENT:

Bid of J.H. B. Pumps proposes to furnish the following.  
 Company Name

Recommended delivery time 3 to 5 days after notification of award

Vendor delivery time 5 days after notification of award

ITEM NO.	Est. Hours	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	60 hrs	REPAIR LABOR PER HOUR	\$ 125.00	\$ 7,500.00
2	20 hrs	LABOR TO REPAIR BOWL ASSEMBLY	\$ 50.00	\$ 1,000.00
3	20 hrs	MACHINE WORK PER HOUR	\$ 90.00	\$ 1,800.00
<b>TOTAL BID</b>			<b>\$ 10,300.00</b>	

\*\*\*\*\* 3 TOTAL ITEM(S) \*\*\*\*\*

INDICATE DISCOUNT OFF OF PARTS PRICE LIST 10% of Catalog Price  
 Price List should be attached to the bid

INDICATE NUMBER OF YEARS EXPERIENCE 45 years

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**"Pendency of the procurement process"** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**"Person"** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**"Prospective contractor"** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**"Representative of a prospective contractor"** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

**DISCLOSURE OF CONTRIBUTIONS:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

—OR—

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.**

David Mung  
Signature

3-3-16  
Date

Manager  
Title (Position)

Resident Veterans Preference Certification

\_\_\_\_\_ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\* (Date)

\*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.





**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 21, 2016

**SUBJECT:** Control Panel Design, Construct and Commission  
**DEPT. OF ORIGIN:** Utilities  
**DATE SUBMITTED:** March 8, 2016  
**SUBMITTED BY:** Tim Woomer, Utilities Director

**Summary:**

Under RFP 480-16 (Professional Engineering Services, Effluent Reuse Project, Phase II) the engineering firm of Parkhill, Smith and Cooper, Inc., has prepared a scope of work and fee proposal to design, construct and commission two (2) remote terminal units (RTU's). The RTU's are on-site programmable logic controllers (PLCs) and telemetry systems for local and remote monitoring and control of pressure sustaining/pressure reducing stations being constructed on both the Mahan/Rockwind reclaimed water pipeline and the Nadine reclaimed water pipeline. These units will control and monitor the operation of the pressure sustaining/pressure reducing valves at these two (2) stations and will interface with the wastewater reclamation facility's SCADA control system to provide real-time monitoring, control, and alarm notification. Remote SCADA control of these stations allows for adjusting each pipeline's pressure and/or flow in the event that fire hydrants installed on the respective systems are being utilized for fire-fighting purposes.

**Fiscal Impact:**

\$92,702.57 (@ 6.8125%NMGR)

Reviewed By: *Deborah Corral*  
Finance Department

Engineers' rates and fees are per RFP 480-16. The remote terminal units are for two separate and individually funded projects, the Mahan Road to Rockwind CGL Effluent Pipeline Project (624062-44901-00204) and the Nadine Effluent Pipeline, Phase II, Modifications Project (624062-44901-00204).

Cost of the individual RTU's are reimbursable under two separate 2014 legislative appropriation funds.

**Attachments:**

Task Order #1 under RFP 480-16 for PSC to perform Professional Engineering Services as proposed. Fee Proposals - Rockwind Effluent PRV-RTU Cabinet and Phase 1 Effluent PRV-RTU Cabinet.

**Legal Review:**

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

**Recommendation:**

Staff recommends that a Task Order #1 under RFP 480-16 be executed with Parkhill, Smith & Cooper, Inc to provide professional engineering service to design, construct, and commission two (2) remote terminal units (RTUs) as proposed.

Approved For Submittal By:

*Tim Woomer*  
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. \_\_\_\_\_



**UTILITIES DEPARTMENT**

200 E. Broadway  
Hobbs, NM 88240

575-397-9315 tel  
575-397-9370 fax

**PROFESSIONAL ENGINEERING SERVICES  
TASK ORDER #1**

**PROJECT NAME:** RFP 480-16; Effluent Reuse Project, Phase II

**VENDOR NUMBER:** 12063

**BUDGET LINE ITEM:** 624062-44901-00204 (Effluent Reuse Project)  
624062-44901-00204 (Nadine Effluent Line Upgrades)

**ENGINEER OF RECORD:** Brian Stephens, P.E., Firm Principal

**Scope of Work:** Provide engineering services to design, procure, program and commission two (2) remote terminal units for monitoring and control of effluent pressure sustaining/pressure reducing valve stations per Engineers proposals dated February 29, 2016. The individual not-to-exceed cost for each remote terminal unit is \$43,395.00, including applicable NMGR.

**Total Cost:**

**\$ 86,790.00 + NMGR**

**City of Hobbs**

**Parkhill, Smith & Cooper, Inc.**

\_\_\_\_\_  
Sam Cobb, Mayor

  
Brian Stephens, Firm Principal

\_\_\_\_\_  
J.J. Murphy City Manager

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



4222 85th Street  
Lubbock, Texas 79423  
806 473 2200

February 29, 2016

Leo Wilson, Superintendent  
City of Hobbs Wastewater Treatment Plant  
200 East Broadway  
Hobbs, New Mexico 88240

RE: Fee Proposal – Effluent Reuse Phase 2 Project  
Phase 1 Effluent PRV - RTU Cabinet  
Controls Engineering Consulting Services

Dear Mr. Wilson,

Parkhill, Smith & Cooper, Inc. (PSC) is pleased to provide a proposal for Controls Engineering Services for the City of Hobbs Phase 1 Effluent Pressure Reducing Valve (PRV) Remote Terminal Unit (RTU) Cabinet. We understand this will be done as a task order under the Effluent Reuse Phase 2 project.

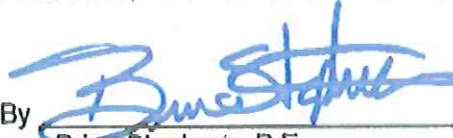
**FEE PROPOSAL SUMMARY:**

1) RTU Cabinet - Design	\$ 9,199.00
2) RTU Cabinet – Equipment	\$ 23,000.00
3) Programming and Commissioning	<u>\$ 11,196.00</u>
Total (hourly w/max)	<b>\$ 43,395 plus GRT</b>

Attached are copies of the Project Scope and a detail of the total fee entitled "Parkhill, Smith & Cooper, Inc.; Project Budget Sheet," (three pages). Please let us know if you have any further needs or questions.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By   
Brian Stephens, P.E.  
Firm Principal

BS/mnt/dg  
Enclosures

X:\2015\1952 15ADMIN\CONTRACTS\FEES\Hobbs PRV Control Cabinets\Phase 1 PRV\Phase 1 Effluent PRV Letter-bs-signed.doc

Cc: Marcelino N. Trujillo, PE  
Dean Lackey, PE  
Mark Carpenter

## **SCOPE OF WORK**

### **City of Hobbs Phase I Effluent PRV RTU Cabinet**

#### **GENERAL DESCRIPTION**

Engineer shall design, procure, program and commission a Remote Terminal Unit (RTU) for monitoring and control of the Phase I Effluent Pressure Reducing Valve. RTU shall be located outdoors in a weatherproof enclosure and will include a Programmable Logic Controller (PLC), SCADA Radio, Uninterruptible Power Supply (UPS), and associated terminal blocks, overcurrent protection, and I/O wiring. (PRV controller to be provided and installed by others.)

(Installation of PLC Panel and all associated electrical equipment will be completed by a certified electrician by others)

Engineer shall provide programming and commissioning services to integrate the new RTU with the existing Wastewater Treatment Plant SCADA system. Engineer shall establish wireless communications with the SCADA head end HMI and make program changes necessary at the central station to monitor the new PRV.

Equipment procured by Engineer is estimated to be approximately \$16,500, but shall not exceed \$23,000. Good faith efforts shall be made to acquire the materials at the best obtainable price, and a materials invoice will be provided for city staff review of this reimbursable expense.

\*\*\*\*\*



**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET (Billing Rates)**



LOCATION CODE: 01  
 PROJECT NAME: Hobbs Phase I Effluent PRV  
 JOB NO.: TBD  
 TASK: TBD  
 DATE: 02/26/16  
  
 FEE TYPE: Hourly Rate w/Max  
 PREPARED BY: MNT  
 PRINCIPAL: BS  
 PROJ. MANAGER: WDL

MARKUP ON REIMB: 15.00%  
 MARKUP ON DIRECTS: \_\_\_\_\_

<p><b>TOTAL FEE:</b> <u>\$43,396</u></p> <p>LABOR: <u>\$17,808</u></p> <p>REIMB. CONTROL CABINET: <u>\$23,000</u></p> <p>REIMBURSABLE EXPENSES: <u>\$2,588</u></p> <p>DIRECT CONSULTANTS: _____</p> <p>DIRECT EXPENSES: _____</p>	<p>LABOR: <u>\$17,808</u></p> <p>DIRECTS: _____</p> <p>SUBTOTAL: <u>\$17,808</u></p> <p>REIMB. <u>\$25,588</u></p> <p><b>TOTAL FEE:</b> <u>\$43,396</u></p>
--	---

**LABOR BUDGETS:**

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Team Leader Mech/Elec	Y7	PL VI	4	\$203.00	\$812
Sr Eng Mech/Elec	Z2	PL V	40	\$180.00	\$7,200
RPR I	R4	PL I	76	\$89.00	\$6,764
EOD / Sector Director Civil/Str.	X1	PL VII	8	\$214.00	\$1,712
Project Manager Civil/Struct	X6	PL V	8	\$165.00	\$1,320

FEE ESTIMATING SHEET		PROJECT	JOB NO.		TASK			
SALARY		Discipline, Title, Labor Code, Rates						
Staff Initials (optional) ---> Staff Discipline --->  Staff Title ---> Support Staff (SS) or Professional Level (PL) ---> Labor Code ---> Billing Rate --->	1	2	3	4	5	6	7	TOTAL
	MNT	WEL	CRUCO	EN	MA			
	MEP	MEP	RPRs_Techs	Civil_Struct	Civil_Struct			
	Team Leader Mech/Elec	Sr Eng Mech/Elec	RPR 1	COO / Sector Director Civil/Str.	Project Manager Civil/Struct			
	PL VI	PL V	PL I	PL VII	PL V			
	Y7	Z2	R4	X1	X6			
Billing Rate --->	\$203.00	\$180.00	\$89.00	\$214.00	\$165.00			
TASK	Trips							
Project Management		4	4	24	8	8		48
Panel Design			4	20				24
Programming and Commissioning	1		32	32				64
<b>BUDGET SUBTOTALS</b>	<b>HOURS/ Trips -</b>	1	4	40	76	8	8	136
<b>SALARY</b>		\$812	\$7,200	\$6,764	\$1,712	\$1,320		\$17,808

FEE ESTIMATING SHEET		PROJECT: Hobbs Phase I Effluent P/F JOB NO TBD		TASK: TBD	
<b>REIMBURSABLES</b>					
<b>REIMBURSABLE CONSULTANT COSTS</b>					<b>SUBTOTAL</b>
511 Structural Consultant					
512 Mech/Elec Consultant					
513 Environ/Civil Consultant					
514 Architectural Consultant					
515 Testing Consultant (Geotech, CMT, TAB, etc.)					
516 Surveying Consultant					
518 Other Consultant - Kitchen / Food Consultant					
518 Other Consultant - Acoustical Consultant					
518 Other Consultant - AV/IT Consultant					
518 Other Consultant Control Cabinet					\$20,000
<b>TOTAL REIMBURSABLE CONSULTANTS</b>					<b>\$20,000</b>
<b>REIMBURSABLE EXPENSES</b>					
521 Travel					
Motel	4 Days @	2 Men @	\$175.00 /Man-day	=	\$1,400.00
Air Travel	Air Fare @	Men @	/Man	=	
Parking	Days @	/Day		=	
Car Rental	5 Days @	\$100.00 /Day		=	\$500.00
Mileage	Miles @	\$0.560 @	1 Trips	=	
					<b>SUBTOTAL</b>
					<b>\$1,900</b>
522 Reproductions					
Blackline / Color Plots					
34" x 22"		Shts @	\$2.50 /Sht @	Sets =	
36" x 24"		Shts @	\$2.75 /Sht @	Sets =	
42" x 30		Shts @	\$3.25 /Sht @	Sets =	
Other		sf @	\$0.55 /sf @	Sets =	
Mounting Foam Board		Boards @	\$10.00 /ea @		
Printing:					
Set Up Fee		Originals @	\$0.15 /Sht @	Submittals =	
8-1/2" x 11" B&W		Originals @	\$0.09 /Sht @	Sets =	
8-1/2" x 11" Color		Originals @	\$0.55 /Sht @	Sets =	
11" x 17" B&W		Originals @	\$0.18 /Sht @	Sets =	
11" x 17" Color		Originals @	\$1.05 /Sht @	Sets =	
Binding Cost		Sets @	\$2.00 /Set	=	
Laminating		Shts @	\$2.00 /Sht	=	
Scan to file					
Burn to CD/DVD		CD/DVD @	\$13.50 /each	=	
Scan Specs		Originals @	\$0.15 /Sht	=	
Scan Drawings		Originals @	\$1.50 /Sht	=	
					<b>SUBTOTAL</b>
523 Models/Renderings/Photos					
		Shots @	/Shot		
524 Telephone					
	Calls @	/Call			
525 Meals					
	5 Days @	2 Men @	\$35.00 /Man-day		\$350
526 Field Supplies					
528 Postage					
	Mailings @	/Mailing (Standard)			
	Mailings @	/Mailing (Overnight)			
530 Misc Reimbursable Exp					
532 Temporary Personnel					
536 Field Equip Rental					
539 TDLR Review / Inspection Fees					
543 NM Gross Receipt Tax					
<b>TOTAL REIMBURSABLE EXPENSES</b>					<b>\$2,250</b>



4222 85th Street  
Lubbock, Texas 79423  
806.473.2200

February 29, 2016

Leo Wilson Superintendent  
City of Hobbs Wastewater Treatment Plant  
200 East Broadway  
Hobbs, New Mexico 88240

RE: Fee Proposal – Effluent Reuse Phase 2 Project  
Rockwind Effluent PRV - RTU Cabinet  
Controls Engineering Consulting Services

Dear Mr. Wilson,

Parkhill, Smith & Cooper, Inc. (PSC) is pleased to provide our proposal for Controls Engineering Services for the City of Hobbs Rockwind Effluent Pressure Reducing Valve (PRV) Remote Terminal Unit (RTU) Cabinet. We understand this will be done as a task order under the Effluent Reuse Phase 2 project.

**FEE PROPOSAL SUMMARY:**

1) RTU Cabinet - Design	\$ 9,199.00
2) RTU Cabinet – Equipment	\$ 23,000.00
3) Programming and Commissioning	<u>\$ 11,196.00</u>
Total (hourly w/max)	<b>\$ 43,395 plus GRT</b>

Attached are copies of the Project Scope and a detail of the total fee entitled, "Parkhill, Smith & Cooper, Inc., Project Budget Sheet," (three pages). Please let us know if you have any further needs or questions.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By 

Brian Stephens, P.E.  
Firm Principal

BS/mnt/dg  
Enclosures

\\Data1\Projects\2015\1952 15\ADMIN\CONTRACTS\FEES\Hobbs PRV Control Cabinets\Rockwind Effluent PRV Letter.doc

Cc: Marcelino N. Trujillo, PE  
Dean Lackey, PE  
Mark Carpenter



## **SCOPE OF WORK**

### **City of Hobbs Rockwind Effluent PRV RTU Cabinet**

#### **GENERAL DESCRIPTION**

Engineer shall design, procure, program and commission a Remote Terminal Unit (RTU) for monitoring and control of the Rockwind Effluent Pressure Reducing Valve. RTU shall be located outdoors in a weatherproof enclosure and will include a Programmable Logic Controller (PLC), SCADA Radio, Uninterruptible Power Supply (UPS), and associated terminal blocks, overcurrent protection, and I/O wiring. (PRV controller to be provided and installed by others.)

(Installation of PLC Panel and all associated electrical equipment will be completed by a certified electrician by others)

Engineer shall provide programming and commissioning services to integrate the new RTU with the existing Wastewater Treatment Plant SCADA system. Engineer shall establish wireless communications with the SCADA head end HMI and make program changes necessary at the central station to monitor the new PRV.

Equipment procured by Engineer is estimated to be approximately \$16,500, but shall not exceed \$23,000. Good faith efforts shall be made to acquire the materials at the best obtainable price, and a materials invoice will be provided for City staff review of this reimbursable expense.

\*\*\*\*\*

**PARKHILL, SMITH & COOPER, INC.**  
**PROJECT BUDGET SHEET (Billing Rates)**



LOCATION CODE: 01  
 PROJECT NAME: Hobbs Rockwind Effluent PRV  
 JOB NO.: TBD  
 TASK: TBD  
 DATE: 02/26/16  
  
 FEE TYPE: Hourly Rate w/Max  
 PREPARED BY: MNT  
 PRINCIPAL: BS  
 PROJ. MANAGER: WDL

MARKUP ON REIMB: 15.00%  
 MARKUP ON DIRECTS: \_\_\_\_\_

<p><b>TOTAL FEE:</b> <u>\$43,396</u></p> <p>LABOR: <u>\$17,808</u></p> <p>REIMB CONTROL CABINET: <u>\$23,000</u></p> <p>REIMBURSABLE EXPENSES: <u>\$2,588</u></p> <p>DIRECT CONSULTANTS: _____</p> <p>DIRECT EXPENSES: _____</p>	<p>LABOR: <u>\$17,808</u></p> <p>DIRECTS: _____</p> <p>SUBTOTAL: <u>\$17,808</u></p> <p>REIMB: <u>\$25,588</u></p> <p><b>TOTAL FEE:</b> <u>\$43,396</u></p>
--	---

**LABOR BUDGETS:**

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Team Leader Mech/Elec	Y7	PL VI	4	\$203.00	\$812
Sr Eng Mech/Elec	Z2	PL V	40	\$180.00	\$7,200
RPR I	R4	PL I	76	\$89.00	\$6,764
EOD / Sector Director Civil/Str.	X1	PL VII	8	\$214.00	\$1,712
Project Manager Civil/Struct	X6	PL V	8	\$165.00	\$1,320

FEE ESTIMATING SHEET

PROJECT: [REDACTED]

JOB NO: [REDACTED]

TASK: [REDACTED]

SALARY

Discipline, Title, Labor Code, Rates

Staff Initials (optional) -->	Staff Discipline -->	Staff Title -->	Support Staff (SS) or Professional Level (PL) -->	Labor Code -->	Billing Rate -->	1	2	3	4	5	6	7	TOTAL
						MEP	MEP	RPRs_Techs	Civil_Struct	Civil_Struct			
		Team Leader	Sr Eng										
		Mech/Elec	Mech/Elec	RPR I									
		PL VI	PL V	PL I									
		Y7	Z2	R4									
		\$203.00	\$180.00	\$89.00									
TASK	Trips												
Project Management		4	4	24		8		8					48
Panel Design			4	20									24
Programming and Commissioning	1		32	32									64
<b>BUDGET SUBTOTALS.</b>	<b>HOURS/</b>	<b>Trips</b>	<b>1</b>	<b>4</b>	<b>40</b>	<b>76</b>	<b>8</b>	<b>8</b>	<b>136</b>				
	<b>SALARY</b>			<b>\$812</b>	<b>\$7,200</b>	<b>\$6,764</b>	<b>\$1,712</b>	<b>\$1,320</b>					<b>\$17,808</b>

FEE ESTIMATING SHEET		PROJECT: Hobbs Rockwind Effluent		JOB NO. TBD	TASK: TBD	
<b>REIMBURSABLES</b>						
<b>REIMBURSABLE CONSULTANT COSTS</b>						<b>SUBTOTAL</b>
511 Structural Consultant						
512 Mech/Elec Consultant						
513 Environ/Civil Consultant						
514 Architectural Consultant						
515 Testing Consultant (Geotech, CMT, TAB, etc.)						
516 Surveying Consultant						
518 Other Consultant - Kitchen / Food Consultant						
518 Other Consultant - Acoustical Consultant						
518 Other Consultant - AV/ IT Consultant						
518 Other Consultant Control Cabinet						\$20,000
<b>TOTAL REIMBURSABLE CONSULTANTS</b>						<b>\$20,000</b>
<b>REIMBURSABLE EXPENSES</b>						
521 Travel						
Motel	4 Days @	2 Men @	\$175.00 /Man-day	=	\$1,400.00	
Air Travel	Air Fare @	Men @	/Man	=		
Parking	5 Days @	\$20.00 /Day		=	\$100.00	
Car Rental	5 Days @	\$80.00 /Day		=	\$400.00	
Mileage	Miles @	\$0.560 @	1 Trips	=		
						<b>SUBTOTAL</b>
						<b>\$1,900</b>
522 Reproductions						
Blackline / Color Plots						
34" x 22"		Shts @	\$2.50 /Sht @		Sets =	
36" x 24"		Shts @	\$2.75 /Sht @		Sets =	
42" x 30		Shts @	\$3.25 /Sht @		Sets =	
Other		sf @	\$0.55 /sf @		Sets =	
Mounting Foam Board		Boards @	\$10.00 /ea @			
Printing:						
Set Up Fee		Originals @	\$0.15 /Sht @		Submittals =	
8-1/2" x 11" B&W		Originals @	\$0.09 /Sht @		Sets =	
8-1/2" x 11" Color		Originals @	\$0.55 /Sht @		Sets =	
11" x 17" B&W		Originals @	\$0.18 /Sht @		Sets =	
11" x 17" Color		Originals @	\$1.05 /Sht @		Sets =	
Binding Cost		Sets @	\$2.00 /Set		=	
Laminating		Shts @	\$2.00 /Sht		=	
Scan to file						
Burn to CD/DVD		CD/DVD @	\$13.50 /each		=	
Scan Specs		Originals @	\$0.15 /Sht		=	
Scan Drawings		Originals @	\$1.50 /Sht		=	
						<b>SUBTOTAL</b>
523 Models/Renderings/Photos						
		Shots @	/Shot			
524 Telephone						
	Calls @	/Call				
525 Meals						\$350
	5 Days @	2 Men @	\$35.00 /Man-day			
526 Field Supplies						
528 Postage						
	Mailings @	/Mailing (Standard)				
528 Postage						
	Mailings @	/Mailing (Overnight)				
530 Misc Reimbursable Exp						
532 Temporary Personnel						
536 Field Equip Rental						
539 TDLR Review / Inspection Fees						
543 NM Gross Receipt Tax						
<b>TOTAL REIMBURSABLE EXPENSES</b>						<b>\$2,250</b>



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 21, 2016

SUBJECT: Furnish New Asphalt Recycler

DEPT. OF ORIGIN: General Services  
DATE SUBMITTED: February 10, 2016  
SUBMITTED BY: Ronny Choate, Director of General Services

**Summary:**

Sealed Bids were received on February 2, 2016 to furnish a New Asphalt Recycler. Bid packets were mailed to four possible respondents and two bids were received.

KM International	North Branch Michigan	\$ 71,120.00
Renova Industries	Charlotte, North Carolina	\$ 117,000.00

Anthony Maldonado, Street Superintendent attended a demonstration of the Renova Recycler in late 2015. He was very impressed with the operation of the unit and its possible applications on Hobbs City Streets. Close review has shown that the unit offered by KM International is almost exactly the same unit as the Renova unit. His visits with current owners of the KM unit reveal that they very happy with its operation and recommend it use.

**Fiscal Impact:** Reviewed By: Deborah Canal

Finance Department

Total cost of the unit is \$75,986.05 including GRT. Cost includes delivery and two day training. The unit will replace a 12 year old recycler that has become very problematic. Budget Line Item #1-0423-43003.

**Attachments:**

KM International Bid.

**Legal Review:** Approved As To Form: M. H. Stone

City Attorney

**Recommendation:**

Approve the purchase of the Asphalt Recycler from KM International...

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. \_\_\_\_\_

- Comply 21. Adjustable ball coupler – easily connect to vehicles with different ball heights and sizes (2-2 ½")
- 22. Trailer shall have powder coat finish.
- Comply 23. Provide 1 (one) calendar day of on-site training for machine operation and calibration including equipment operations, maintenance & safety controls and use of proprietary rejuvenate to ensure mix quality
- 24. Two year parts and labor warranty against defects in workmanship
- Comply 25. Firm price to remain in effect for thirty (90) days
- Comply 26. Product shall be made in USA

INVITATION TO BID

FURNISH ONE (1) NEW ASPHALT RECYCLER

Date: 1-26- , 2016

TO: The City of Hobbs, New Mexico

Bid of: Seventy One Thousand One Hundred Twenty <sup>.00</sup>/<sub>100</sub>

A) A Corporation under the laws of the State of Michigan; or

B) A partnership consisting of NA; or

C) An individual trading as NA.

The undersigned bidder, pursuant to the foregoing "Notice to Bidders", has carefully examined the instructions to Bidders, this bid form and the Detailed Specifications.

Resident Preference  
Certification Number

Keizer-Morris International Inc.  
Company Name DBA: KM International

[Signature]  
BY:

Clifford D Cameron  
Type or Print Name

6561 Bernie Kohler Dr  
Address

810-888-1234  
Telephone Number

North Branch Mi 48461  
City State Zip

NOTE: To be valid, bid must be signed. The signature of a corporation is its president, or an authorized vice president, attested by the secretary. A signature of a partnership must be a valid partner.

Do Not Return Invitation to Bid Form in Case of a "NO BID"

If applicable - bidder acknowledges receipt of the following AMENDMENT(S):

Amendment No: N/A Dated: \_\_\_\_\_ Amendment No.: \_\_\_\_\_ Date: \_\_\_\_\_

Amendment No: N/A Dated: \_\_\_\_\_ Amendment No.: \_\_\_\_\_ Date: \_\_\_\_\_

FURNISH ONE (1) NEW ASPHALT RECYCLER

Bid of K M Intl Bidders to furnish the following.  
Company Name

Recommended delivery time 90 days after notification of award

Vendor delivery time 90+45 days after notification of award.

ITEM NO.	EST QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	NEW ASPHALT RECYCLER	<del>\$</del> 66,870. unit only	\$71,120 <sup>00</sup> Total Bid
		TOTALS	\$ 71,120 <sup>00</sup>	



K M INTERNATIONAL  
 NORTH BRANCH, MI 48461

# KMII QUOTE

Date	Estimate #
1/26/2016	8084

Name / Address
CITY OF HOBBS SHELLY RAULSTON 200 E BROADWAY ST HOBBS NM 88240

Ship To
CITY OF HOBBS STREET DEPT 1200 S. 4TH ST HOBBS, NM 88240

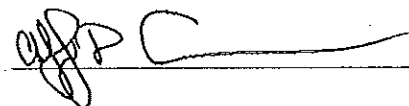
P.O. No.	Terms	Rep	Territory Code	Delivery
	Net 30 Days	CC	60	PO+45

Item	Description	Qty	Cost	Total
KM T2 C1 M2	KM T2 C1 M2 ASPHALT RECYCLER TANDEM AXLE TRAILER MOUNTED W/ SCISSOR HOIST DUMP, 2 TON/HOUR CAPACITY, 700,000 BTU DIESEL FUEL HEATED, 898CC KUBOTA DIESEL POWERED ENGINE, 75 GALLON FUEL TANK 4+ TONS PER HOUR	1	72,800.00	72,800.00
CUSTOM/UNIQUE OPTION	5500 WATT GENERATOR MOUNTED ON DECK FOR JACK HAMMER AND OTHER TOOLS	1	1,500.00	1,500.00
	SUBTOTAL			74,300.00
10% DISCOUNT	10% DISCOUNT		-10.00%	7,430.00
HANDLING	HANDLING/PACKAGING AND/OR CRATE CHARGES	1	150.00	150.00
FREIGHT - NORTH BRANCH	FOB - DOOR NORTH BRANCH MI 48461 TO DOOR XXXXXX (FREIGHT CHARGE MAY CHANGE ON DAY OF PICKUP)	1	2,600.00	2,600.00
TRAINING - PROCESS	PROCESS REPAIR TRAINING ON SITE - 1 DAY INCLUDES TRAVEL FOOD AND LODGING *		1,500.00	1,500.00

<b>Subtotal</b>	\$71,120.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$71,120.00

--	--

Phone #	Fax #
810-688-1234	810-688-8765

Quoted By: 

Accepted: \_\_\_\_\_



**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 21, 2016

SUBJECT: Spillman Computer Aided Dispatch and Records Management System  
DEPT. OF ORIGIN: Police Department  
DATE SUBMITTED: March 15, 2016  
SUBMITTED BY: Chris McCall, Chief of Police

**Summary:** After an extensive search and RFP process, members of the Lea County Communications Authority research committee recommended to the LCCA Board to pursue a contract with Spillman Technologies CAD/RMS to fulfill the need for computer aided dispatch and records management required by Emergency Services. The LCCA Board has approved to move forward with the recommendation of Spillman Technologies CAD/RMS.

**Fiscal Impact:**

Reviewed By: *Debra Corral*

An initial payment of \$200,000 will be reclassified in the FY 16 Budget with the remaining amount budgeted in FY 2017 (010205-42601). The City of Hobbs will be responsible for \$561,208 of the total cost of the system.

**Attachments:**

1. Spillman contract for service.

**Legal Review:**

Approved As To Form: *Michael H. Stone*  
City Attorney

**Recommendation:**

The City Commission approve the purchase and contract for Spillman Technologies CAD/RMS services to be utilized by the Hobbs Fire Department, Hobbs Police Department, and the Lea County Communication Authority.

Approved For Submittal By:

*Chris McCall*

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. \_\_\_\_\_



## Exhibit B: Purchased Products and Services - BEST AND FINAL QUOTE

Lea County Public Safety Stakeholders - RFP No: 2015-02

Price Estimate Date: March 2, 2016      Estimate Number: QUO-08251-H1P4Q1  
Expiration Date: March 31, 2016      Prepared By: Ryan Montgomery

### Spillman Advantages

- Spillman's site license eliminates the frustrations of limited licensing and allows for agency growth by providing access to all desktop modules without individual license fees.
- Each Spillman system includes first-year maintenance, a comprehensive warranty, unlimited standard business hour support, and free enhancements.
- Professional services include onsite administration training and setup assistance as well as thorough end user training (all onsite services include travel and per diem).

### Estimated Price

Software:	951,383
Software Discount:	(\$163,222)
Professional Services:	324,800
3rd Party Hardware:	4,225
Prepaid Services:	5,200
<b>Total:</b>	<b>\$1,122,416</b>



## Exhibit B: Purchased Products and Services - BEST AND FINAL QUOTE

Lea County Public Safety Stakeholders - RFP No: 2015-02

Price Estimate Date:	March 2, 2016	Estimate Number:	QUO-08251-H1P4Q1
Expiration Date:	March 31, 2016	Prepared By:	Ryan Montgomery

Integrated Hub		
Integrated Hub - Names, Vehicles, Property, Wanted Persons, Message Center		
Sentryx GIS (Geobase)		

Records Management		
Civil Process		
Equipment Maintenance		
Evidence Bar Code & Audit Interface		
Evidence Management		
Fleet		
Inventory Management		
Law Records		
Licenses and Permits		
Pawned Property		
Personnel Management		
Pin Mapping		
Premise Information		
Traffic		
Offender Tracking		
Premises Inspections		

Computer-Aided Dispatch		
Alarm Tracking & Billing		
CAD		
CAD Mapping		
CAD2CAD Interface for Phoenix G2 Interface (requires US Digital Designs interface)		
E-911 Interface		
Rapid Notification – Paging Capabilities		





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## Exhibit B: Purchased Products and Services - BEST AND FINAL QUOTE

Lea County Public Safety Stakeholders - RFP No: 2015-02

Price Estimate Date:	March 2, 2016	Estimate Number:	QUO-08251-H1P4Q1
Expiration Date:	March 31, 2016	Prepared By:	Ryan Montgomery

Mobile		
Drivers License Scanning Interface		
Mobile AVL Mapping		
Mobile Incident Offense National Form		
Mobile Premises & HazMat		
Mobile Quickest Route		
Mobile Records		
Mobile State & National Queries		
Mobile Voiceless Dispatch		
Spillman Touch (handheld devices)		

Corrections		
Jail Records		
Live-Scan Fingerprinting		
Swanson Commissary Interface		

Fire/EMS		
ERS 1 <sup>st</sup> year subscription, training, and services (2 <sup>nd</sup> year mntc not included)		
ERS Fire Interface for County FD		
Fire Mobile		
Premises & HazMat		
Quickest Route		
Premise Inspections		
Response Plans		
Spillman Touch (handheld devices)		
AVL		

Imaging		
Imaging		



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## Exhibit B: Purchased Products and Services - BEST AND FINAL QUOTE

Lea County Public Safety Stakeholders - RFP No: 2015-02

Price Estimate Date:	March 2, 2016	Estimate Number:	QUO-08251-H1P4Q1
Expiration Date:	March 31, 2016	Prepared By:	Ryan Montgomery

--

State Products		
UCR - National Standard UCR		
State Link		

Crime Analysis Dashboard / CAD Dashboard		
CAD Dashboard		
CompStat Management Dashboard		
Command Staff Productivity Dashboard		

Hardware/3rd Party Products		
911 Etherlite		
Cisco 891		

Additional Services		
Project Team Training		
CAD Admin Training		
Jail Admin Training		
Geobase Admin Training		
Pre-Implementation Meeting Project Management		
Project Team Training Project Management		
Go Live Project Management		
CAD Go-Live Training		
RMS Go-Live Training		
Jail Go-Live Training		





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## Exhibit B: Purchased Products and Services - BEST AND FINAL QUOTE

Lea County Public Safety Stakeholders - RFP No: 2015-02

Price Estimate Date:	March 2, 2016	Estimate Number:	QUO-08251-H1P4Q1
Expiration Date:	March 31, 2016	Prepared By:	Ryan Montgomery

Prepaid Services	Quantity	
Users Conference Attendees	2 people	
Prepaid Training Weeks	1	
Years of Prepaid Maintenance	1	

Payment Terms		
30% Due upon Contract Signing		\$336,725
10% Due upon Core System Installation		\$112,242
10% Due upon completion of onsite Kickoff Meeting with Project Manager		\$112,242
10% Due upon completion of Project Team Training		\$112,241
10% Due upon completion of End User		\$112,241
30% Due upon system Go-live		\$336,725

2nd-year Maintenance (estimated)	
<ul style="list-style-type: none"> <li>2<sup>nd</sup>-year maintenance charges will begin 12 months from go-live.</li> <li>Future maintenance is estimated for your planning purposes and is not included in this purchase.</li> <li>2<sup>nd</sup>-year maintenance charges for ERS must be paid directly to ERS (See ERS quote)</li> </ul>	
<b>2nd-year Maintenance Total:</b>	<b>\$112,759</b>

Additional 3rd Party Costs Not Included in Total Price	
<ul style="list-style-type: none"> <li>All Items listed below must be purchased through third party vendors (prices below are not included in total price quote) – prices are based off of Lea County quotes from preferred vendors</li> <li>Additional Esri Licensing – ArcGIS server – Standard Workgroup and Network Analyst Extension – \$9,000</li> <li>Red Hat Enterprise Linux 6 - \$4,300 estimated max</li> <li>400 GB SAS SSD– quantity = 6 @ \$2,899 - \$17,394 estimated max</li> </ul>	
<b>Estimate:</b>	<b>\$35,000</b>



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## Exhibit B: Purchased Products and Services - BEST AND FINAL QUOTE

Lea County Public Safety Stakeholders - RFP No: 2015-02

Price Estimate Date:	March 2, 2016	Estimate Number:	QUO-08251-H1P4Q1
Expiration Date:	March 31, 2016	Prepared By:	Ryan Montgomery

**Host Agency:**

Lea County Communication Authority (LCCA)

**Shared Agencies:**

- Hobbs Police Department
- Hobbs Fire Department
- Lea County Sheriff's Department
- Lea County Detention Center

This Purchase Agreement ("Agreement") is made and entered into by and between the Customer and Spillman Technologies, Inc. ("Spillman"), 4625 Lake Park Blvd, Salt Lake City, UT 84120.

I have read this agreement in its entirety and hereby approve and accept the terms and conditions of this Agreement as contained herein.

**Lea County Communication Authority (LCCA)**

\_\_\_\_\_  
Customer Name

\_\_\_\_\_  
Authorized Signature





**CITY OF HOBBS**  
COMMISSION STAFF SUMMARY FORM

MEETING DATE: March 21, 2016

**SUBJECT:** CONSIDER CHANGES IN HOURS/DATES FOR VARIOUS PARKS & RECREATION DEPARTMENT SUMMER PROGRAMS; FEE CHANGES FOR SUMMER PROGRAMS AND ACTIVITIES; FEE CHANGES FOR PARK PAVILLION RENTALS.

**DEPT. OF ORIGIN:** Parks and Recreation Department  
**DATE SUBMITTED:** 03-17-2016  
**SUBMITTED BY:** Doug McDaniel, Parks & Recreation Director

**Summary:**

The City of Hobbs Parks & Recreation Department, in an effort to give value to our Summer Programs, reduce impact on the City's budget and generate additional revenue is proposing to make several changes to Summer Recreation programs and activities including implementing a one-time fee for participation in the City's very popular Summer Recess and Summer Sports programs. Also being proposed is a change to Park Pavilion rental policies and an increase in the number of pavilions available for rental. A new, two-tier rental fee will be established for Park Pavilions. Additionally, changes are being proposed to the operating hours at the outdoor pools and splash pads and the elimination of private pool party rentals on Tuesday nights. All of the proposed changes are included on "Schedule A" which is attached to the Staff Summary.

**Fiscal Impact:**

Reviewed By:   
Finance Department

Budgets	Parks & Recreation Department Various Budgets, General Fund Recreation (0330), Parks (0320), Pools (0335)
Personnel	Implementation of new program hours at Summer Recess, Summer Sports, Closing of Outdoor Pools on Mondays and Elimination of Tuesday Night Pool Rentals will create a savings in staffing costs of approximately: \$51,300
Revenue	Registration Fees for Summer Recess and Summer Sports Programs, Proposed Park Pavilion Fees will have a net effect on revenue (generated) of approximately \$10,000.00
Utilities	There will also be an associated reduction in utility billing at splash pads resulting in an estimated savings of: \$8,300

**Attachments:** Proposed Parks & Recreation Department Fees – Schedule A

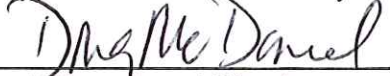
**Legal Review:**

Approved As To Form:   
City Attorney

**Recommendation:**

Consider approving changes to Parks & Recreation Department Programs, Activities and Fees

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. 6422

A RESOLUTION CHANGING HOURS/DATES FOR VARIOUS  
PARKS AND RECREATION DEPARTMENT SUMMER PROGRAMS;  
FEE CHANGES FOR SUMMER PROGRAMS AND ACTIVITIES;  
CHANGES IN RENTAL FEES FOR PARK PAVILIONS.

WHEREAS, the City of Hobbs Parks and Recreation Department in an effort to give value to our Summer Programs and reduce the impact on the City budget and generate additional revenue;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the hours/dates for various summer programs; the fees for summer programs and activities and rental fees for Park Pavilions be changed as set forth in Schedule A herein.

PASSED, ADOPTED AND APPROVED this 21<sup>ST</sup> day of March, 2016.

\_\_\_\_\_  
SAM D. COBB, MAYOR

ATTEST:

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

**PROPOSED PARKS & RECREATION FEES  
SCHEDULE A**

**CURRENT FEES/PROGRAMS**

**PROPOSED FEES/PROGRAMS**

**PARKS**

Park Pavilion Rental Fees

Park Pavilion Rental Fees

Large Pavilions - \$25 refundable deposit  
- \$25 rental fee (4 hours)

Large Pavilions - \$25 refundable deposit  
- \$25 rental fee (3 hours)

Small Pavilions - no charge

Small Pavilions - \$15 refundable deposit  
- \$15 rental fee (3 hours)

Patrons choose the 4 hour time-slot

Set available reservation time slots to:

8:00 a.m. – 11:00 a.m.

12:00 p.m. – 3:00 p.m.

5:00 p.m. – 8:00 p.m.

**POOLS**

Pool Hours (Outdoor Pools)

12:00 p.m. – 6:00 p.m., 7 days/week

Pool Hours (Outdoor Pools)

12:00 p.m. – 6:00 p.m., Tuesday – Sunday  
(Closed Mondays)

Outdoor Pools Rentals

Proposed Pool Rentals

Sunday and Saturday:

6:00 p.m. - 8:00 p.m.

8:15 p.m. – 10:15 p.m.

Tuesday:

6:00 p.m. - 8:00 p.m.

Sunday and Saturday:

6:00 p.m. - 8:00 p.m.

8:15 p.m. – 10:15 p.m.

Tuesday:

No Rentals

**SPLASH PADS**

Hours of Operation

9:00 a.m. – 9:00 p.m.

Hours of Operation

10:30 a.m. – 7:30 p.m.

**SUMMER RECESS AND SUMMER SPORTS PROGRAMS**

Length of Program

8 Weeks, Monday – Friday

Length of Program

7 weeks, Monday – Friday (close at 12pm on Friday)

Program Fees

\$0

Program Fees

\$10, one-time registration fee

Night League Basketball

Team Registration Fees: \$160.00

Night League Basketball

Team Registration Fees: \$200.00