

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

October 3, 2016



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

Monday, October 3, 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

A G E N D A

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

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the September 19, 2016, Regular Commission Meeting

PROCLAMATIONS AND AWARDS OF MERIT

2. Proclamation Proclaiming October 7, 2016, as "*Domestic Violence Awareness Day*"
3. Proclamation Proclaiming October 9 - 16, 2016, as "*Fire Prevention Week*"
4. Proclamation Proclaiming November 1, 2016, as "*Extra Mile Day*"
5. Presentation of Warrior Award (*J. J. Murphy*)

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.)

6. Resolution No. 6485 - Appointing Rachel Moon to the Lodgers' Tax Board to Fill the Position Vacated by Judy Wink (Mayor Sam Cobb)
7. Resolution No. 6486 - Approving the City of Hobbs 2016 Fiscal Year Capital Asset Inventory (Deborah Corral)

DISCUSSION

8. 2016 General Obligation Bond C for Higher Education (Dr. Kelvin Sharp, NMJC President)

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

9. Resolution No. 6487 - Approving the Final Plan of Montes Subdivision and an Infrastructure Development Agreement as Submitted by Luis Vega Montes, Property Owner (Located Southeast of the Intersection of Humble and Edwards Streets) (Kevin Robinson)
10. Consideration of Approval of an Amended Employment Agreement with City Manager J. J. Murphy (Mike Stone)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

11. Next Meeting Date:
 - ▶ Regular Meeting - **Monday, October 17, 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: October 3, 2016

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: September 27, 2016
SUBMITTED BY: Jan Fletcher, City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Commission Meeting of September 19, 2016

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

Minutes as referenced under "Summary".

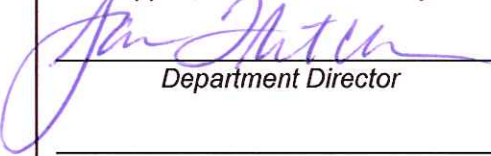
Legal Review:

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

Minutes of the regular meeting of the Hobbs City Commission held on Monday, September 19, 2016, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Call to Order and Roll Call

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

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

Also present:

J. J. Murphy, City Manager
Mike Stone, City Attorney
Chris McCall, Police Chief
Michael Walker, Police Captain
Manny Gomez, Fire Chief
Barry Young, Deputy Fire Chief
Shawn Williams, Fire Marshal
Paul Thompson, Fire Captain
Manny Marquez, Building Official
Art De La Cruz, Code Enforcement Superintendent
Ronny Choate, General Services Director
Nicholas Goulet, Human Resources Director
Ron Roberts, Information Technology Director
Meghan Mooney, Director of Communications
Tim Woomer, Utilities Director
Doug McDaniel, Parks and Recreation Director
Linda Howell, Golf Course General Manager
Camren Bergman, Assistant Golf Professional
Matt Hughes, Golf Superintendent
Michal Hughes, Parks and Recreation Superintendent
Wade Whitehead, Parks Superintendent
Brenda Taylor, Aquatic/Athletic Coordinator
Britt Lusk, Teen Center Supervisor
Brittney Huffman, Recreation Program Coordinator
Toby Spears, Finance Director
Sandy Farrell, Library Director
Tim Woomer, Utilities Director
Ann Betzen, Executive Assistant/Risk Manager
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
11 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Calderón moved that the minutes of the regular meeting held on September 6, 2016, be approved as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Taylor yes, Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Presentation of American Society of Golf Course Architects (ASGCA) Design Excellence Award by Andy Staples of Staples Golf Design, Architect for Rockwind Community Links.

Mr. Andy Staples of Staples Golf Design, Architect for Rockwind Community Links, presented the City of Hobbs with the American Society of Golf Course Architects (ASGCA) Design Excellence Award for its community links concept. He stated this award is given by his peers and is a great accomplishment. Mr. Staples challenged the City to continue the philosophy to attract golfers and non golfers which benefits the whole community. Mayor Cobb accepted the award with great pride.

Presentation of Golf Inc.'s 2016 Top 5 Best New Golf Developments in the World Award.

Mr. Doug McDaniel, Parks and Recreation Director, stated that on Friday, September 16, 2016, at the Omni Barton Creek Resort and Country Club in Austin, Texas, Rockwind Community Links was honored as one of the Top 5 New Golf Developments in the World for 2016, receiving an Honorable Mention. He stated there were five courses recognized in this category which were United Arab Emirates, Nova Scotia, Canada, Tasmania, Australia, and Montgomery, Texas. Mr. McDaniel stated that to be included in this group is an honor. He stated the vision that Mr. J. J. Murphy, City Manager, Mayor Sam Cobb, the City Commission and the Golf Advisory Board had for Rockwind Community Links was rewarded and everyone can be very proud of this great honor.

Mayor Cobb stated he was contacted by a friend that recently golfed in Hobbs who stated Rockwind Community Links has a great atmosphere and is a great course.

Mr. McDaniel stated before Parks and Recreation staff shares some of the highlights from Summer 2016, he wanted to make the Commission aware of a few items. He stated earlier this summer there was a skate competition held at the Teen Center to

determine who would qualify first, second and third place winners to represent Hobbs and participate at the Overboard Skating Competition at the Rock and Desert in Midland, Texas. Mr. McDaniel stated Mr. Jose Hernandez from Hobbs won first place at the Rock and Desert Competition in Midland.

Mr. McDaniel stated this Summer there were 90+ teams that played in the USSSA Youth Baseball Tournament, 55 teams that played Girls Fastpitch Tournament, and a 110 team that played Adult Slow-pitch Tournament. Mr. McDaniel stated for the first time, a men's major tournament was held at the complex. He stated he received numerous compliments on the tournament and participants are looking forward to coming back again next year. Mr. McDaniel stated the Parks and Recreation Department continues to work toward having college softball tournaments at the Veterans Memorial Complex. He stated if it does not happen during Spring Break 2017, they will continue their efforts for a tournament for Spring Break 2018. Mr. McDaniel further stated that as a result of Ms. Meghan Mooney and himself having traveled to several National Conferences, they were approached by a Region 5 representative about the possibility of hosting their Regional Tournament in Hobbs in May, 2017. He stated the Regional Tournament is a four day event and would bring many visitors and lodgers to Hobbs.

In response to Mayor Cobb's question, Mr. McDaniel replied that if the Regional Tournament was held in Hobbs, it would be held at the Ziaplex Complex for better media coverage and broadcasting of the event.

Public Comments

Ms. Helen Houston with the African American Chamber of Commerce (AACC) introduced the Pink Ball Gala which is a breast cancer awareness fundraiser. She stated the event will be held on October 1, 2016, from 6:00 p.m. to 11:30 p.m. at the Hilton Garden Inn located at 4620 North Lovington Hwy. Ms. Houston stated the tickets are \$55.00 for individuals and \$100.00 for couples with all proceeds being donated to the Light of Lea County. She stated for more information, please contact Ms. Rebecca Royal at (575) 318-4043 or to contact the AACC at (575) 393-3719 or her cell at (770) 540-9191.

Consent Agenda

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

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

Resolution No. 6483 - Amending the City of Hobbs 401(A) Plan with Nationwide Retirement Solutions.

Resolution No. 6484 - Authorizing the Opening of One New Special Revenue Fund for the SAFER Grant.

Commissioner Sena seconded the motion and the vote was recorded as follows: Newman no, Sena yes, Taylor yes, Calderón yes, Buie yes, Gerth yes, Cobb yes. The motion carried. Copies of the resolutions and supporting documentation are attached and made a part of these minutes.

Discussion

Summer Recreation Update

Mr. Michal Hughes, Parks and Recreation Superintendent, presented an update on league and tournament activities at the Veterans Memorial Complex, Ziaplex Complex, and Martin Luther King Soccerplex (MLK). He stated six tournaments were held this summer at the complexes, of which three were slow-pitch tournaments with 88 teams (33 out of town), two were baseball tournaments with 100 teams per tournament and each tournament utilizing approximately 700 hotel rooms and one fastpitch tournament with 50 teams. Mr. Hughes stated 600 hotel rooms were utilized when USSSA Tournaments were held this summer. He stated these tournaments bring revenue into the community and are making an economic impact. Mr. Hughes stated a soccer tournament was held at MLK Soccerplex with 72 teams, 20 being from out of town.

Mr. Hughes stated 1,300 students attended weekly at the Hobbs Boys and Girls Club this Summer.

Commissioner Taylor stated Hobbs needs entertainment for all the guests that travel thousands of miles and Taylor Ranch would have been the perfect entertainment.

Commissioner Newman stated he wished Mr. Hernandez was here to be recognized for his accomplishment on winning first place in the skateboard competition. He stated the City needs to acknowledge those individuals who excel and bring credibility to Hobbs.

Ms. Brittny Huffman, Recreation Program Coordinator, presented an update on Summer Activities 2016. She stated the Movies Under the Stars hosted five successful events which featured "Inside Out" on May 27th, "Max" on June 24th, "The Goonies" on July 4th, "Minions" on July 22nd and "McFarland USA" on August 27th. Ms. Huffman stated in addition to the movie, a DJ played music before the show and the crowd seemed to really enjoy themselves.

Ms. Huffman stated Summer Recess was also a great success with it being held at Houston Junior High School. She stated there were 440 kids registered compared to 589 last year. Ms. Huffman stated the addition of the new Hobbs Boys and Girls Club Facility

and the economy are attributing factors to the drop in numbers. She stated the program was one week shorter than last year but the daily participation remained the same.

Ms. Huffman state the City held the 9th Annual Dog Daze of Summer on September 10th at Del Norte Pool. She stated this year a 'Meet and Greet' Adoption feature was also presented. Ms. Huffman stated due to the weather there was a low turn-out. Ms. Huffman stated the weather cleared in time to hold the Doggie Paddle Version with 86 dogs participating and 127 humans in attendance. She stated last year there were 155 dog participants and 204 humans in attendance. Ms. Huffman stated the City will host a special event for the 10th anniversary next year. She stated the upcoming events are a Halloween Carnival to be held on October 29th and the Haunted House to be held on October 21, 22, 28 and 28, 2016.

Ms. Linda Howell, Golf Course General Manager, presented an update on the Rockwind Community Links. She stated the Community Links' concept and vision has created the following:

- Enjoyment by the entire community;
- Non golfers feel welcome to try the game with the support of the staff and available equipment;
- Youth given encouragement and support for mere experimentation all the way to reaching their goals in golf;
- Golfers have the opportunity and resources to improve their skills, join social groups as well as play in a variety of competitive events
- Venue provided for parties, weddings, charity events and more;
- Policies and procedures created to ensure safety, a positive and respectful experience for all as well as maintain fiscal responsibility.

Ms. Howell stated the golf course has had 27,656 total rounds of which 12% is from Li'l Rock, 50% is from residents, 8% is tournament play and 6% were junior rounds. She stated the pro-shop revenue is \$13.79 of merchandise per round which is double the national average for municipal courses. Ms. Howell stated vendors have commented that this is the nicest golf shop in the State. She stated golf and non-golf events that were held at Rockwind Community Links were as follows:

Non-Golf Events

- Weddings
- Birthday parties
- Corporate events
- 5k & 10K and fun runs/walk
- Karaoke Night
- NMJC Cross Country Event

Golf Events - Charity Events

- United Way
- NMJC
- Hobbs High School
- The First Tee
- SMA

Social/Fun Golf Events

- Couples Night
- Ladies Night
- Thursday Night Scramble
- Family Day
- Glow Golf
- Turkey's Revenge

Competitive Golf Events

- Hobbs City Championship
- Centurian
- College Tournaments
- Play the Rock
- Pro Am
- SCAGA Amateur Team championship

Junior Golf Events

- Sun Country Junior Tour
- Adult/Junior Tournament
- High School Team Tournaments

Instruction

- The First Tee Golf & Life Skills
- New building and Director of Development (Kristy Hughes)
- National Schools Program (all elementary schools in Hobbs)
- After School program and Summer Camps
- Girl's Eagle Golf Academy – for girls committed to playing in HS and beyond
- Rockwind has become the hangout for juniors. Different ages and levels of experience play together and with pros and adults
- Adult clinics

- Ladies Night
- Private lessons

Restaurant

- Very successful catering business
- Affordable lunch menus and kids menus
- Karaoke benefitted Police Officers in July and EMS in October
- We are working together to ensure the F&B services cater to everyone. Golfers and non-golfers

Ms. Howell stated Mr. Camren Bergman, Assistant Golf Professional, is leaving employment with the City of Hobbs to play professional golf. She stated a going-away event will be held on October 1, 2016, at the Rockwind Community Links.

Mr. Bergman thanked the City of Hobbs for the opportunity to be employed at the Rockwind Community Links which he enjoyed. He expressed his appreciation to Ms. Howell for her mentoring and expertise at Rockwind Community Links. Mr. Bergman also expressed his appreciation to Mr. McDaniel and all of the Rockwind Community Links staff. He stated he will be moving to Florida to pursue his dream in professional golf.

Mayor Cobb thanked Mr. Bergman for his service to the community and expressed his best future wishes.

Mr. McDaniel recognized Ms. Howell for receiving the Youth Development Award 2016 last week.

Commissioner Newman expressed his appreciation to Ms. Howell for the efforts she has put into Rockwind Community Links. He encouraged Ms. Howell to have more publicity on the progress of the youth. He stated the public is not aware of the local youth accomplishments.

Mr. Murphy thanked Mr. Bergman and Ms. Howell for all their efforts at Rockwind Community Links.

Mr. Murphy thanked Mr. Staples for being present at tonight's meeting. He stated Mr. Staples has been a part of the development of Rockwind Community Links since the beginning.

Action Items

There were no action items presented.

Comments by City Commissioners, City Manager

Mr. Murphy thanked the Commission for its support in accepting the recommendations of the Parks and Recreation Department on new ideas to improve service.

Commissioner Gerth stated he is proud to represent the City. He stated all of the staff at the City does a fantastic job. Commissioner Gerth stated Rockwind Community Links is enjoyed by the entire community.

Commissioner Sena gave special thanks to City staff who enhance the quality of life of kids in the community. He stated he loves being the liaison to the Community Affairs Board, and he is grateful to City staff for making a difference in the community.

Commissioner Taylor thanked City staff for all they do in the community.

Commissioner Taylor stated funds are needed for development of the Taylor Ranch Project.

Commissioner Calderón thanked City staff for working with the youth in the community.

Commissioner Buie stated City staff does a great job of taking care of the youth. He stated he is very proud of the new golf course.

Commissioner Newman also thanked City staff for working with the youth in the community. He stated a better job needs to be done to promote the accomplishments of our youth.

Mayor Cobb stated a groundbreaking ceremony and reception for the Center of Recreational Excellence (CORE) was held at the Lea County Event Center, 5101 North Lovington Hwy, and at the construction site of the CORE located at 3201 West Millen Dr., Hobbs, New Mexico, on Monday, September 12, 2016, at 4:00 p.m. He thanked Ms. Meghan Mooney, Director of Communications, Mr. McDaniel and City staff for doing a

flawless job in hosting the groundbreaking ceremony and reception. Mayor Cobb stated the City has a great collaboration working with other entities on the CORE and he is proud to be part of it.

Adjournment

There being no further discussion or business, Commissioner Calderón moved that the meeting adjourn. Commissioner Sena 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 7:00 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, 22 years ago, the violence against women act (VAWA) was passed; and

WHEREAS, one in four women will be physically or sexually assaulted by a partner at some point in her lifetime; and

WHEREAS, children who experience domestic violence are at higher risk for failure in school, emotional disorders, substance abuse and perpetuating violent behavior later in life; and

WHEREAS, it is important for law enforcement, the justice system, businesses, faith and community leaders, educators, health care providers, and human service professionals, as well as all citizens of New Mexico to work to end abuse in the home; and

WHEREAS, with concerted effort New Mexicans can work together to eradicate domestic violence; and

WHEREAS, for 38 years Option, Inc. has been a non-profit organization in Hobbs committed to lessening the ongoing effects of domestic violence on our families.

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim October 7, 2016 as

“NATIONAL DOMESTIC VIOLENCE AWARENESS DAY”

in the City of Hobbs.

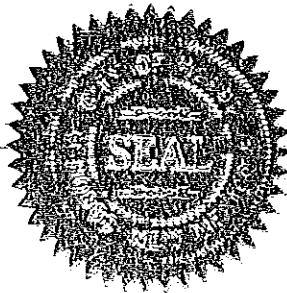
IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of October, 2016, and cause the seal of the City of Hobbs to be affixed hereto.

Sam D. Cobb, Mayor

ATTEST:



JAN FLETCHER, City Clerk



Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, The 2016 Fire Prevention Week theme, "Don't Wait Check the Date"; and

WHEREAS, The City of Hobbs and Hobbs Fire Department are committed to ensuring the safety and security of all those living in and visiting our city; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, checking the date of your smoke detectors is one of the most important aspects of fire prevention; and

WHEREAS, The City of Hobbs' fire personnel are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and education.

NOW THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, do hereby proclaim the week of October 9, 2016, to be

"FIRE PREVENTION WEEK"

IN WITNESS, WHEREOF, I have hereunto set my hand this 3rd day of October, 2016, and cause the seal of the City of Hobbs to be affixed hereto.

Sam D. Cobb, Mayor

ATTEST:



Jan Fletcher, City Clerk



Office of the Mayor
Hobbs, New Mexico

PROCLAMATION

WHEREAS, the City of Hobbs, New Mexico acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and services; and

WHEREAS, the City of Hobbs is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, the City of Hobbs is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS, the City of Hobbs acknowledges the mission of Extra Mile America to create 550+ Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2016.

NOW, THEREFORE, I, Sam D. Cobb, Mayor of the City of Hobbs, New Mexico, do hereby proclaim November 1, 2016 as, as

"EXTRA MILE DAY"

and urge each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of October, 2016, and cause the seal of the City of Hobbs to be affixed hereto.

SAM D. COBB, MAYOR

ATTEST:



JAN FLETCHER, CITY CLERK





CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: 10-3-16

SUBJECT: Resolution Authorizing the Mayor to Make an Appointment to the Lodgers' Tax Board.


DEPT. OF ORIGIN: Mayor's Office
DATE SUBMITTED: 9-28-16
SUBMITTED BY: Ann Betzen

Summary:

The Mayor would like to appoint Rachel Moon to the Lodgers' Tax Board to fill the position vacated by Judy Wink. Term will expire January 1, 2019.

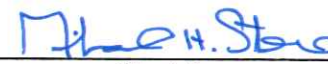
Fiscal Impact:

There is no fiscal impact on the current year budget.

Reviewed By:  _____
Department

Attachments:

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

CITY OF HOBBS

RESOLUTION NO. 6485

A RESOLUTION AUTHORIZING THE MAYOR
TO MAKE AN APPOINTMENT TO THE
LODGERS' TAX BOARD

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, that the Mayor be and hereby is authorized to appoint Rachel Moon to the Lodgers' Tax Board to serve the unexpired term of Judy Wink; term will expire January 1, 2019.

PASSED, ADOPTED AND APPROVED this 3rd day of October, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 3, 2016

SUBJECT: Resolution approving FY2016 Capital Asset Inventory
DEPT. OF ORIGIN: Finance Department
DATE SUBMITTED: 09/22/16
SUBMITTED BY: Deborah Corral, Assistant Finance Director

Summary:

The City Commission should certify the Capital Asset Inventory annually per Section 2.20.1.16.E NMAC which states "The results of the physical inventory shall be recorded in a written inventory report, certified as to correctness and signed by the governing authority of the agency." Amounts submitted for certification for the Fiscal Year ending June 30, 2016 are as follows:

- Governmental Fixed Assets \$296,404,668.96
- Business Type Activity Fixed Assets \$136,800,216.69

Each department has been provided a listing of the assets related to their various areas and have submitted a certification of correctness to the Finance Department.

Fiscal Impact:


No fiscal impact.

Reviewed By: 
Finance Department

Attachments:

- Resolution,
- A summary of capital assets detailing the beginning balance, additions, deletions and the FY16 ending balance.

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Approval of 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. 6486

A RESOLUTION APPROVING THE CITY OF
HOBBS 2016 FISCAL YEAR CAPITAL ASSET INVENTORY

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS,
NEW MEXICO that the City Commission hereby approves and certifies the City of
Hobbs Fiscal Year 2016 Capital Asset Inventory.

PASSED, ADOPTED AND APPROVED THIS 3rd day of October, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Governmental Activities:

	<u>Balance</u> <u>June 30, 2015</u>	<u>Additions</u>	<u>Deletions</u>	<u>Balance</u> <u>June 30, 2016</u>
Capital assets not being depreciated:				
Land	7,143,923.93	-		7,143,923.93
Construction in progress	38,536,254.71	9,920,004.72	36,727,087.33	11,729,172.10
	<u>45,680,178.64</u>	<u>9,920,004.72</u>	<u>36,727,087.33</u>	<u>18,873,096.03</u>
Capital assets being depreciated:				
Buildings	51,957,276.56	4,381,165.54	110,421.81	56,228,020.29
Equipment	40,975,786.63	4,188,622.00		45,164,408.63
Land improvements	40,101,519.65	26,777,560.19		66,879,079.84
Infrastructure	100,154,329.72	6,683,847.39	158,738.84	106,679,438.27
	<u>233,188,912.56</u>	<u>42,031,195.12</u>	<u>269,160.65</u>	<u>274,950,947.03</u>
Amortizable assets				
Intangible assets	2,580,625.90	-	-	2,580,625.90
Total amortizable assets	<u>2,580,625.90</u>	<u>-</u>	<u>-</u>	<u>2,580,625.90</u>
Total capital assets	<u>281,449,717.10</u>	<u>51,951,199.84</u>	<u>36,996,247.98</u>	<u>296,404,668.96</u>

Business-type Activities:

	Balance June 30, 2015	Additions	Deletions	Balance June 30, 2016
Capital assets not being depreciated:				
Land	12,472.69	-		12,472.69
Construction in progress	2,170,386.68	9,280,279.36	9,879,460.12	1,571,205.92
	<u>2,182,859.37</u>	<u>9,280,279.36</u>	<u>9,879,460.12</u>	<u>1,583,678.61</u>
Capital assets being depreciated:				
Buildings	28,446,683.60	19,829.06		28,466,512.66
Equipment	43,691,468.00	1,076,965.94		44,768,433.94
Land improvements	2,209,237.17	72,200.80		2,281,437.97
Infrastructure	49,650,591.69	10,036,061.82		59,686,653.51
	<u>123,997,980.46</u>	<u>11,205,057.62</u>	<u>-</u>	<u>135,203,038.08</u>
Amortizable assets				
Intangible assets	13,500	-	-	13,500
Total amortizable assets	<u>13,500</u>	<u>-</u>	<u>-</u>	<u>13,500</u>
Total capital assets	<u>126,194,339.83</u>	<u>20,485,336.98</u>	<u>9,879,460.12</u>	<u>136,800,216.69</u>



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 3, 2016

SUBJECT: RESOLUTION TO APPROVE THE FINAL PLAN FOR MONTES SUBDIVISION AND APPROVE AN INFRASTRUCTURE DEVELOPMENT AGREEMENT, AS RECOMMENDED BY THE PLANNING BOARD. Located southeast of the intersection of Humble and Edwards as submitted by Luis Vega Montes, property owner.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: September 26, 2016
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: The Final Plan for the Montes Subdivision as well as an infrastructure Development Agreement is submitted by Luis Vega Montes, property owner. The proposed subdivision is located southeast of the intersection of Humble and Edwards. The proposed subdivision encompasses +/- 1.68 acres and will create a total of 7 lots.

MC Title 16 requires all public infrastructures serving the development to be in place or adequate surety given by the developer regarding said infrastructures prior to acceptance\approval of the subdivision. In this case there is a public water line within Edwards that would need to be installed in order for the post subdivided property to be served with municipal infrastructure. The Developer has received an engineer's estimate of \$20,570.00 to install the required infrastructure.

As per the City of Hobbs Utility Service Policy as adopted by Resolution #6215 on November 3, 2014, the developer of each individual lot utilizing infrastructures not installed by the developer or previously served would be required to pay a fair share assessment at time of connection to services. Additionally, the Utility Service Policy allows for development agreements whereby the infrastructures are extending by the municipality and developer is responsible for only the fair share assessment.

City staff has determined, due to potential increased densities within the area that the municipal system would benefit by installing the Municipal water main within Edwards, thereby connecting the water mains in Humble and Midwest. The cost of this installation is estimated to be +/- \$100,000. The developer would still be responsible for the fair share assessments, as reflected in the Development Agreement, at time of connection. Also, as additional connections west and south of the proposed development are made to the newly installed infrastructure fair share assessments will be collected.

The Planning Board reviewed this issue on May 17, 2016 and voted 4 to 0 to recommend approval.


Fiscal Impact:

Reviewed By: 
Finance Department

Approval of this Resolution will encumber \$100,000.00 for installation of the required infrastructure in account #44-4440-44901 Project 73, containing \$381,000.00 of unencumbered funds.

Attachments: Resolution, Final Plan, Development Agreement, Planning Board Minutes.

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

Consideration to Approve the Resolution to approve the Final Plan for Montes Subdivision as well as an infrastructure Development Agreement as recommended by the Planning Board.

Approved For Submittal By:

Kevin Robinson

Department Director

J. J. [Signature]

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 6487

A RESOLUTION APPROVING THE FINAL PLAN OF MONTES SUBDIVISION AND AN INFRASTRUCTURE DEVELOPMENT AGREEMENT, AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, Luis Vega Montes has submitted a Final Plan for Montes Subdivision as well as an infrastructure Development Agreement, for review by the City Planning Board; and

WHEREAS, the subdivision Final Plan as well as the infrastructure Development Agreement was reviewed and approved by the Hobbs Planning Board at the September 20, 2016 meeting.

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

1. The City of Hobbs hereby grants Final Plan Approval to Montes Subdivision as well as the infrastructure Development Agreement, as recommended by the Planning Board; and

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

PASSED, ADOPTED AND APPROVED this 3rd day of October, 2016.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK

MONTES SUBDIVISION
 SITUATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 SOUTH,
 RANGE 38 EAST, N.M.P.M., CITY OF HOBBS, LEA COUNTY, NEW MEXICO

OWNER'S STATEMENT, DEDICATION AND AFFIDAVIT
 THE FOREGOING SUBDIVISION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN WARRANTY DEED RECORDED IN
 BOOK 1988 PAGE 158, IN THE OFFICIAL RECORDS OF LEA COUNTY, NEW MEXICO, AND BEING SITUATED WITHIN THE
 SECTION 5, TOWNSHIP 19 SOUTH, RANGE 38 EAST, N.M.P.M., LEA COUNTY, NEW MEXICO, AND BEING MORE
 PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AND AT A 1/2" STEEL ROD WITH CAP MARKED "WJCS PS 12641" SET FOR THE NORTHWEST CORNER OF THIS
 TRACT, WHICH LIES 89232.15 FT. ALONG THE NORTH LINE OF SAID SECTION 5 A DISTANCE OF 1303.35 FEET,
 50272.92" A DISTANCE OF 1367.70 FEET AND 89232.77" A DISTANCE OF 28.00 FEET FROM AN ALUMINUM CAP IN
 CONCRETE FOUND FOR THE NORTHWEST CORNER OF SAID SECTION; THEN S0272.92" E A DISTANCE OF 242.14 FEET TO
 A 1/2" STEEL ROD WITH CAP MARKED "WJCS PS 12641" SET FOR THE SOUTHWEST CORNER OF THIS TRACT; THEN
 S0272.92" W A DISTANCE OF 1367.70 FEET TO THE POINT OF BEGINNING; THEN S0272.92" W A DISTANCE OF
 242.14 FEET TO THE POINT OF BEGINNING; CONTAINING 1.60 ACRES MORE OR LESS.

SUBDIVIDED AS THE SAME APPEARS HEREON, MONTES SUBDIVISION TO THE CITY OF HOBBS, WITH THE FREE CONSENT
 AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR THEREOF, NOTICE IS HEREBY
 GIVEN THAT THERE HAS BEEN FILED IN THE OFFICE OF THE COUNTY CLERK OF LEA COUNTY, NEW MEXICO, CERTAIN
 INSTRUMENTS OF RECORD RELATABLE TO THIS SUBDIVISION, TO WIT: RECORDS OF SAID COUNTY,
 ON PAGE _____ OF BOOK _____ IN THE MISCCELLANEOUS RECORDS OF SAID COUNTY.

OWNER: LUIS G. VEDA MONTES
 ACKNOWLEDGMENT:
 STATE OF NEW MEXICO
 COUNTY OF LEA
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016 A.D., BY
 LUIS G. VEDA MONTES.
 NOTARY PUBLIC _____
 MY COMMISSION EXPIRES _____

CERTIFICATE OF MUNICIPAL APPROVAL:
 STATE OF NEW MEXICO
 COUNTY OF LEA
 I, JAN FLETCHER, THE DEPT. APPOINTED AND ACTING CITY CLERK OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO,
 DO HEREBY CERTIFY THAT THE FOREGOING SUBDIVISION IS IN ACCORDANCE WITH THE RESOLUTION NO. _____ OF
 THE COMMISSION OF THE CITY OF HOBBS BY RESOLUTION NO. _____ ON THE _____ OF _____, 2016 A.D.,
 JAN FLETCHER, CITY CLERK _____
 ACKNOWLEDGMENT:
 STATE OF NEW MEXICO
 COUNTY OF LEA
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016 A.D.,
 JAN FLETCHER.
 NOTARY PUBLIC _____
 MY COMMISSION EXPIRES _____

CHAIRMAN: WILLIAM M. HICKS, III
 ACKNOWLEDGMENT:
 STATE OF NEW MEXICO
 COUNTY OF LEA
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016, BY
 WILLIAM M. HICKS,
 NOTARY PUBLIC _____
 MY COMMISSION EXPIRES _____

CERTIFICATE OF APPROVAL
 BY THE CITY OF HOBBS PLANNING BOARD:
 THE PLAN, REVISIONS AND DEDICATION APPROVED AND ACCEPTED THE _____ DAY OF _____, 2016 A.D., BY
 THE CITY PLANNING BOARD OF HOBBS, NEW MEXICO.

LEA COUNTY SEAL
 STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED
 on _____, 2016
 at _____ o'clock _____ M
 and recorded in:
 Cabinet _____ Side _____
 Book _____ Page _____
 Pat. Chappell, Lea County Clerk
 By _____ Deputy

STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED
 on _____, 2016
 at _____ o'clock _____ M
 and recorded in:
 Cabinet _____ Side _____
 Book _____ Page _____
 Pat. Chappell, Lea County Clerk
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 INSTRUMENTS OF RECORD RELATABLE TO THIS SUBDIVISION, TO WIT: RECORDS OF SAID COUNTY,
 ON PAGE _____ OF BOOK _____ IN THE MISCCELLANEOUS RECORDS OF SAID COUNTY.

OWNER: LUIS G. VEDA MONTES
 ACKNOWLEDGMENT:
 STATE OF NEW MEXICO
 COUNTY OF LEA
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016 A.D., BY
 LUIS G. VEDA MONTES.
 NOTARY PUBLIC _____
 MY COMMISSION EXPIRES _____

CERTIFICATE OF MUNICIPAL APPROVAL:
 STATE OF NEW MEXICO
 COUNTY OF LEA
 I, JAN FLETCHER, THE DEPT. APPOINTED AND ACTING CITY CLERK OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO,
 DO HEREBY CERTIFY THAT THE FOREGOING SUBDIVISION IS IN ACCORDANCE WITH THE RESOLUTION NO. _____ OF
 THE COMMISSION OF THE CITY OF HOBBS BY RESOLUTION NO. _____ ON THE _____ OF _____, 2016 A.D.,
 JAN FLETCHER, CITY CLERK _____
 ACKNOWLEDGMENT:
 STATE OF NEW MEXICO
 COUNTY OF LEA
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016 A.D.,
 JAN FLETCHER.
 NOTARY PUBLIC _____
 MY COMMISSION EXPIRES _____

CHAIRMAN: WILLIAM M. HICKS, III
 ACKNOWLEDGMENT:
 STATE OF NEW MEXICO
 COUNTY OF LEA
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016, BY
 WILLIAM M. HICKS,
 NOTARY PUBLIC _____
 MY COMMISSION EXPIRES _____

CERTIFICATE OF APPROVAL
 BY THE CITY OF HOBBS PLANNING BOARD:
 THE PLAN, REVISIONS AND DEDICATION APPROVED AND ACCEPTED THE _____ DAY OF _____, 2016 A.D., BY
 THE CITY PLANNING BOARD OF HOBBS, NEW MEXICO.

LEA COUNTY SEAL
 STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED
 on _____, 2016
 at _____ o'clock _____ M
 and recorded in:
 Cabinet _____ Side _____
 Book _____ Page _____
 Pat. Chappell, Lea County Clerk
 By _____ Deputy

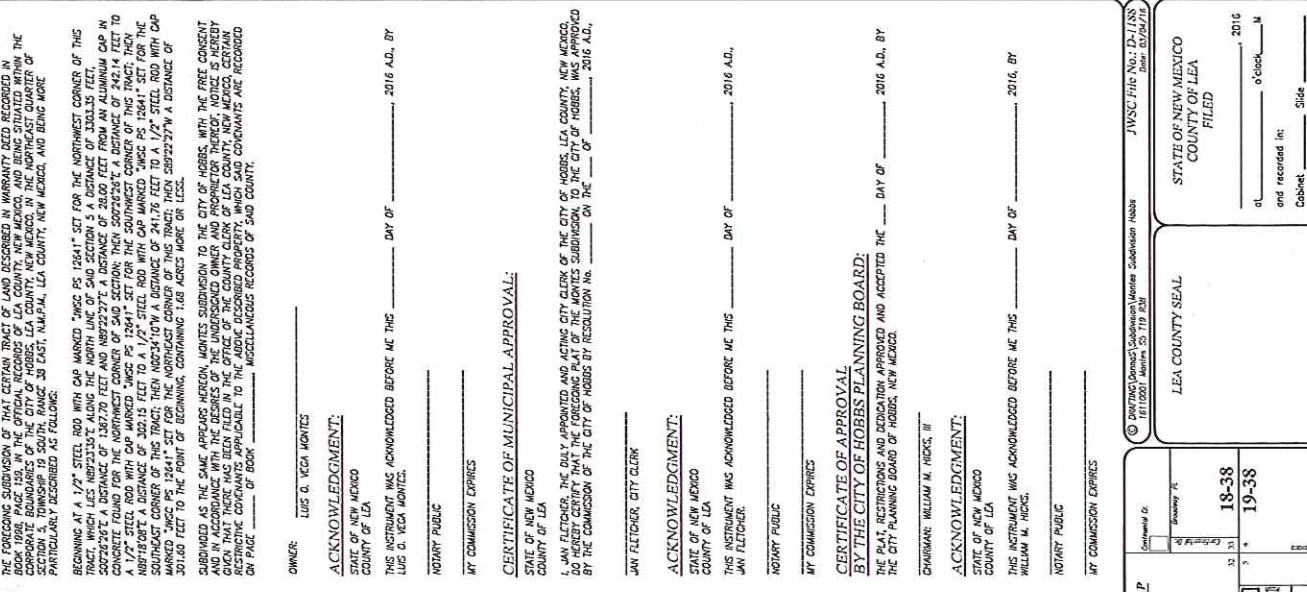
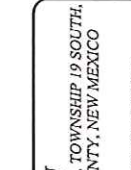
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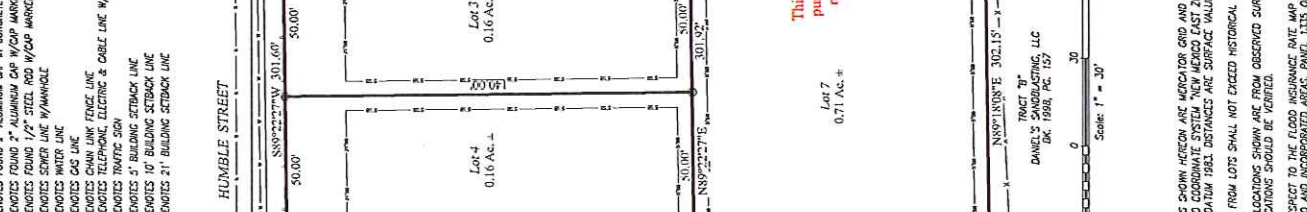
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 Pat. Chappell, Lea County Clerk
 By _____ Deputy



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



NOTE:
 1) BECAUSE SHOW HEREON ARE APPROX FOR AND CONFORM TO THE
 NEW MEXICO COORDINATE SYSTEM NEW MEXICO EAST ZONE NORTH
 AMERICAN DATUM 1983, DISTANCES ARE SURFACE VALUES.
 2) RINOFF FROM LOTS SHALL NOT EXCEED HISTORICAL VALUES.
 3) ACTUAL LOCATIONS SHOWN ARE FROM OBSERVED SURFACE EVIDENCE.
 ACTUAL LOCATIONS SHOULD BE VERIFIED.
 4) WITH RESPECT TO THE FLOOD INSURANCE RATE MAP FOR LEA COUNTY,
 3025C133D, EFFECTIVE DATE, DECEMBER 16, 2008, THIS PROPERTY IS
 DETERMINED TO BE IN A FLOOD HAZARD AREA AS DETERMINED TO BE
 OUTSIDE OF THE 1% ANNUAL CHANCE FLOODPLAIN.

SURVEYOR'S CERTIFICATE:
 I, GARY G. EGDON, HAVE ACCURATELY AND CAREFULLY SURVEYED
 THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED
 WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION,
 THAT I AM RESPONSIBLE FOR THE SURVEY THAT THIS SURVEY
 AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY
 KNOWLEDGE AND BELIEF.
 GARY G. EGDON
 DATE: _____

PROFESSIONAL SURVEYING SERVICES
 JOHN WEST SURVEYING COMPANY
 422 N. DAL PASO, HOBBS, N.M. 88401
 (505) 396-2100 / FAX (505) 396-2100
 WWW.JWSURV.COM

STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED
 on _____, 2016
 at _____ o'clock _____ M
 and recorded in:
 Cabinet _____ Side _____
 Book _____ Page _____
 Pat. Chappell, Lea County Clerk
 By _____ Deputy

INFRASTRUCTURE DEVELOPMENT AGREEMENT
South East Corner of Humble and Edwards

THIS AGREEMENT, made and entered into this ___ day of _____ 2016, between the City of Hobbs, New Mexico, a New Mexico Municipal Corporation, (hereafter called the "City"); and Luis O. Vega-Montes (hereafter called "Developer").

RECITALS:

WHEREAS, "Developer" has decided to subdivide an undivided parent parcel containing +/- 1.68 acres within the City limits of the City of Hobbs, and the development requires municipal infrastructure to be extended from the intersection of Humble and Edwards south to the southern property line of the undivided parcel, specifically a municipal water line; and

WHEREAS, the subdivision of property, per MC Title 16, requires that all public infrastructure be in place upon approval. Therefore, it has been determined by City and agreed by Developer that in lieu of Developer installing the required infrastructure at the time of development, Developer shall pay a one-time pro rata assessment per lot upon connecting to municipal infrastructure.

NOW, THEREFORE, in consideration of the above premises, the parties hereby agree as follows:

1. The Developer shall pay to the City, at time of connecting to public infrastructure, the fair share pro rata amount per lot as listed below:

Lot # 1 - \$3,000.00
Lot # 2 - \$3,000.00
Lot # 3 - \$3,000.00
Lot # 4 - \$3,000.00
Lot # 5 - \$3,000.00
Lot # 6 - \$5,730.00
Lot # 7 - \$6,129.00

2. The City shall design or cause to be designed construction plans for the installation of the required infrastructure, a municipal water main, within the right-of-way of Edwards.

3. The City shall construct or cause to be constructed the required infrastructure, a municipal water main, within the right-of-way of Edwards.

4. Responsibilities of the parties hereto are as follows:

A. The Developer shall:

- 1) Pay for all costs for development pursuant to City policies, including the payment of the fair share pro rata infrastructure improvements as per this agreement.
- 2) Comply with all City policies for building, landscaping, fire code, etc. for the remainder of the construction.

B. The City shall:

- 1) Design or cause to be designed construction plans for the required infrastructure, a municipal water main, within the right-of-way of Edwards.
- 2) Construct or cause to be constructed, the required infrastructure, a municipal water main,

within the right-of-way of Edwards.

5. All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: Planning Department, 200 E. Broadway, Hobbs, NM 88240; to Developer – Luis O. Vega-Montes, 1009 E. Midwest, Hobbs, New Mexico 88240 or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

6. This Agreement may be executed in one or more identical counterparts, and all counterparts so executed shall constitute one agreement which shall be binding on all of the parties.

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

8. Representations of City.

A. City is a duly organized and validly existing municipal corporation under the laws of the State of New Mexico with full municipal power to enter into this Agreement and to carry out the terms, conditions and provisions hereof.

B. City will continue review and processing of the development plans, and forthcoming building permit application in a forthright manner and with due diligence.

9. Representations of Developer.

To the best knowledge of Developer, there is no litigation, proceeding or governmental investigation either pending or threatened in any court, arbitration board or administrative agency against or relating to Developer to prevent or impede the consummation of this Agreement by Developer.

10. BREACH

A. The following events constitute a breach of this Agreement by Developer:

Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.

B. The following events constitute a breach of this Agreement by City:

City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.

11. REMEDIES UPON BREACH.

A. Any party may sue to collect any and all damages that may accrue by virtue of the breach of this Agreement.

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

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

13. TERMINATION. This Agreement shall be terminated upon the completion of all installation and construction defined herein, and the payment of all fair share assessments.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among and between City and Developer and there are no other agreements or understandings, oral or otherwise, between the parties on the issues defined herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITY OF HOBBS

DEVELOPER – Luis O. Vega-Montes

Sam D. Cobb - Mayor

Luis O Vega Montes

BY: Luis O. Vega-Montes

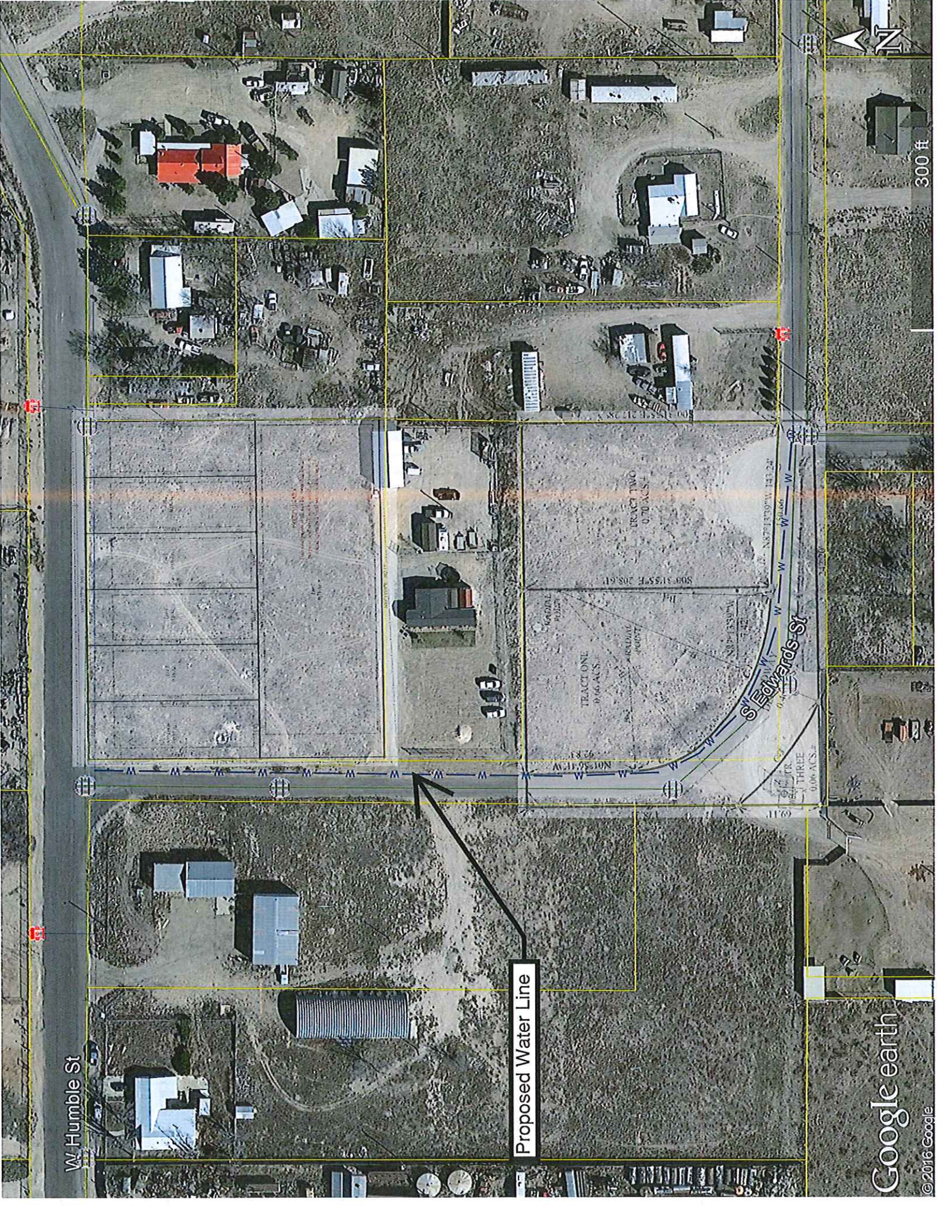
Its: Owner

ATTEST:

Jan Fletcher, City Clerk

APPROVED AS TO FORM:

Michael Stone, City Attorney



W Humble St

Proposed Water Line

Google earth

© 2016 Google



300 ft





CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: October 3, 2016

SUBJECT: Approval of an Amended Employment Agreement with J. J. Murphy

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: September 28, 2016
SUBMITTED BY: Michael Stone, City Attorney

Summary:

This matter is the consideration of a proposed Amended Employment Agreement with City Manager, J. J. Murphy ("Murphy"). The proposed agreement is attached. Murphy will continue to serve as City Manager until June 1, 2017, or at the time he resigns, if sooner than June 1, 2017. The new agreement contains the same basic salary and benefits. At the time of separation, he will transition to a Special Consultant to aid in the orderly transition of City Management to a new City Manager. At the time of separation, he will be paid a severance that will equal one year of his current salary, paid over a period of time until June 2, 2018. His City-provided health insurance will continue until he obtains new employment and is eligible for family coverage, or until June 1, 2018, whichever occurs first. Life insurance, short-term disability and his auto allowance will continue until he resigns or June 1, 2018, whichever occurs first.

Fiscal Impact:

The City will continue to pay Murphy his current salary/benefits until June 1, 2017 or at the time of his resignation, whichever occurs first. He will receive a severance equal to one year of his salary, paid over time until July 2, 2018. He will have continued family health insurance, life insurance, disability and auto allowance until June 2, 2018, or until he resigns, whichever occurs first.

Reviewed By: _____
Finance Department

Attachments:

Proposed Amended Employment Agreement

Legal Review:

Approved As To Form: *Michael Stone*
City Attorney

Recommendation:

The Commission vote to adopt or reject the Amended Employment Agreement

Approved For Submittal By:

Michael Stone

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. _____

AMENDED EMPLOYMENT AGREEMENT

THIS AMENDED EMPLOYMENT AGREEMENT is entered into this ___ day of October, 2016, by and between **J. J. MURPHY**, hereinafter designated as "Murphy", and the **CITY OF HOBBS**, a New Mexico municipal corporation, acting by and through its duly authorized Mayor and City Commission, hereinafter referred to as "City".

WITNESSETH

WHEREAS, J.J. Murphy desires to continue employment with the City of Hobbs; and

WHEREAS, the City of Hobbs, acting by and through its duly authorized Mayor and City Commission, desires to continue to employ Murphy under the terms and conditions hereof;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Employment: City agrees to employ Murphy and Murphy hereby accepts such employment upon the terms and conditions hereinafter set forth.

2. Term: The term of employment under this Agreement shall begin on October 3, 2016 ("the Effective Date") and shall continue in effect until July 2, 2018 unless terminated in the manner laid out in paragraph 10, below.

3. Authority and Duties: Murphy shall perform all duties and shall have all powers and authority specified in Hobbs City Charter, Ordinances, Resolutions, Regulations and other official documents, in addition to other functions as prescribed by the City Commission.

4. Work Responsibilities: Murphy shall devote the time necessary to the administration of the government of the City. In general, while employed as City Manager, such time shall be a minimum of forty (40) hours per week, but Murphy recognizes that he must often devote significant time outside the normal office hours. Such hours shall be scheduled as Murphy deems most conducive to the effective and efficient operation of City administration.

5. Employment Status: Murphy is engaged in managerial and administrative duties, and thus is exempt from the requirements of the Fair Labor Standards Act.

J.J. Murphy

Mayor

6. Disability: If Murphy is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or other health reasons for a period of eight (8) weeks beyond any accrued paid time off ("PTO") (unless a longer period is required by law), then City shall have the option to terminate this Agreement. In the event of termination under this provision, Murphy shall be entitled to the disability benefits presently in effect and payable to other employees of the City who may be disabled as defined herein.

7. Compensation: For all services rendered by Murphy under the terms of this agreement, compensation shall be paid to Murphy by City as follows:

a. Continuation of salary in the amount of \$180,377.60 annually, paid in conjunction with the regular City of Hobbs pay cycle. All future raises shall be based on an annual performance evaluation and shall not exceed any COLA or merit raises for all City of Hobbs employees. If Murphy's performance evaluation is satisfactory, he will be entitled to any increase in salary as all other City of Hobbs employees may be entitled without modifying this agreement.

b. Murphy shall accrue 20 hours per month of PTO in lieu of annual leave or sick leave. Murphy shall also be entitled to the same other leave and health, vision, dental insurance, or other benefits currently available to the general employees of the City.

c. City shall continue to provide Murphy with an automobile allowance in the amount of \$750.00 each month during his employment with the City. Murphy shall be responsible for paying for any required liability and comprehensive insurance for the vehicle operated by him and for the purchase, operation, rental, repair and periodic maintenance of his personal vehicle during the term of this agreement. Murphy shall furnish City with a copy of the declaration sheet issued by his automobile liability carrier evidencing the liability insurance coverage required by this subsection at the City's request.

Murphy shall not have access to the City fuel facility for purpose of obtaining fuel for his personal vehicle and shall not receive reimbursement or compensation based on mileage. The automobile allowance provided to Murphy during his employment with the City is intended to compensate him for both fuel consumption and mileage. If, however, the destination for a business trip exceeds a 125-mile radius from Hobbs, Murphy shall have the option of using a City-owned pool vehicle for the purposes of such business travel and the City shall supply the fuel for the City vehicle used in such trips, or he may be reimbursed for actual gasoline expenses related to such extended travel.

d. City agrees to budget and to pay for the subscriptions and professional dues for the I.C.M.A. for Murphy and other dues and subscriptions which are

J.J. Murphy

Mayor

necessary for his continuation and full participation in national, state and local associations and organizations which advance Murphy's professional growth and which further the various goals and objectives of the City.

e. City agrees to budget and to pay for the travel and subsistence expenses for Murphy's professional and official travel, meetings and occasions adequate to continue his professional development in his role as City Manager. It is anticipated by the parties that these expenses shall include the Annual Conference of the International City Manager's Association, the Annual Conference of the New Mexico Municipal League, and such other national, regional, state and local governmental groups in which City Manager serves as a member and which the Mayor approves.

f. City agrees to budget and to pay for the travel, subsistence and registration expenses of Murphy for such educational courses, institutes, and seminars that are necessary for his professional development and arise out of or are related to his duties performed on behalf of the City, which are approved in advance by the Mayor. Any expenses as defined in this paragraph and paid by the City for courses occurring after Murphy's last day of employment as City Manager, Murphy shall reimburse said expenses.

g. City recognizes that certain expenses of a generally job-affiliated nature are incurred by Murphy and hereby agrees to reimburse or to pay such expenses upon receipt of duly executed expense or petty cash vouchers, receipts, statements, subject to business and job related expenses having been properly budgeted prior to their being incurred by Murphy, and further subject to Murphy's compliance with all audit procedures of the City used to verify his claimed general expenses. As part of these reimbursements, City agrees to reimburse up to \$5,000 in legal fees, for purposes of this Agreement.

h. All payments of salary due to Murphy herein shall be subject to federal and state withholding taxes and such other sums, as City is required by law to withhold or deduct from Murphy's salary.

i. City shall provide PERA to Murphy as it does to any other City of Hobbs employee until July 2, 2018. Murphy shall maintain his previously established 401 (a) retirement plan and no additional contributions from the City shall be required.

j. Murphy shall be entitled to bereavement travel expenses, limited to airfare and car rental for himself and his family, if a significant illness or death occurs to an immediate family member, subject to a \$7,000.00 limit per year, as long as Murphy is employed as City Manager.

J.J. Murphy

Mayor

8. Indemnification, Insurance and Litigation Expenses: With respect to claims brought against the City and/or Murphy arising out of his work for the City, the parties agree as follows:

The City shall insure Murphy through its comprehensive public liability insurance coverage against any tort or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of any alleged act of omission occurring in the course and scope of the performance of Murphy's duties for City, with the exception of actions brought on behalf of the City. City shall pay for any attorney's fees, court costs or other litigation related expenses incurred in connection with the defense of the claim, demand or lawsuit.

Beyond that required under Federal, State or Local Law, the City shall defend, save harmless and indemnify Murphy against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Murphy's work on behalf of the City or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct.

Legal representation provided by the City for Murphy shall extend until a final determination of the legal action including any appeals brought by either party. The City shall indemnify Murphy against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by or imposed on Murphy in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Nothing in this Agreement is intended to alter or amend any of the rights or obligations found in the New Mexico Tort Claims Act and case-law interpreting same.

The City agrees to pay all reasonable litigation expenses of Murphy throughout the pendency of any litigation to which Murphy is a party, witness or advisor to the City; not matters between the parties. Such expense payments shall continue beyond Murphy's service to the City as long as litigation is still pending. In the event that the litigation continues after Murphy's service under this Agreement is complete, the City agrees to pay Murphy travel expenses when Murphy serves as a witness, advisor or consultant to the City regarding pending litigation. In the event Murphy is required to attend litigation related events in New Mexico, as a result of litigation not between the parties, and has to take time off at a new place of employment after his service to the City is complete, he shall be compensated his current hourly rate at up to eight (8) hours per day.

J.J. Murphy

Mayor

As additional consideration for this Agreement, the parties agree to release any claims that they may have against one another for events occurring prior to the Effective Date. Murphy agrees not to bring any claims against any employee, official or agent of the City for events that have arisen or occurred prior to the Effective Date of this Agreement. The City agrees not to bring any claims against Murphy for any events that have arisen or occurred prior to the Effective Date of this Agreement.

In the event either party incurs legal expenses to enforce any provision of this Agreement in a court of law, those expenses shall be borne by the party seeking enforcement during the pendency of any such action. However, the prevailing party in such a dispute will be entitled to recover legal expenses, including reasonable attorney's fees and costs, in addition to any other relief to which the prevailing party may be entitled.

9. Bonding: City shall bear the full cost of any fidelity or other bonds required of Murphy in his service to the City under any law or ordinance.

10. Termination:

a. It is expressly understood by the parties to this Agreement that Murphy continues his employment at the pleasure of the Hobbs City Commission. The City Commission may terminate his employment through a majority vote.

b. Transition services: As of June 1, 2017, or sooner if termination or resignation happens before that date, Murphy will transition to the position of Special Consultant to the Mayor/City Commission in order to aid in the orderly transition of City Management to a new City Manager. As Special Consultant, he will make every effort to continue to provide guidance on on-going personnel and city projects to the Mayor, any City Commissioner, and all staff.

c. Severance shall be paid to Murphy when he is separated from employment with the City, beginning at the time of separation. The City shall provide a minimum severance payment equal to one-year of salary at the current rate of pay. This severance shall be paid according to the bi-weekly pay schedule through at least July 2, 2018, with the pay adjusted if necessary to pay no more than the total severance amount until that date. If Murphy resigns as City Manager prior to, June 1, 2017, he will transition to Special Consultant thirty days after his resignation is submitted and his severance pay will be spread out so that the equivalent of one year of salary will be paid out biweekly through July 2, 2018.

J.J. Murphy

Mayor

After separation, Murphy shall also be compensated for all PTO accrued pursuant to paragraph 7b, above, as well as all paid holidays and military leave.

Until June 1, 2018, or for a minimum period of one year following separation from employment if he is terminated or resigns prior to June 1, 2017, City shall continue to pay for the following benefits:

1. Health insurance for Murphy and his dependents. This benefit shall cease at the time Murphy and his dependents are eligible for similar, in-network coverage, to ensure there is no lapse in coverage transitioning from City of Hobbs coverage to a new employer;
2. Life Insurance;
3. Short-term disability;
4. Car allowance; and
5. Any other available benefits, not including the benefits as set forth herein at paragraph 7. (d), (e), (f), (g), (j) and any gas allowance that may be allowable under 7. (c).

Murphy shall be entitled to use a City issued iPad and Laptop for purposes of communication during his time as Special Consultant. The City issued iPad and laptop shall be returned to City on or before July 2, 2018.

If Murphy is terminated because of a conviction of a felony, then City is not obligated to pay Severance under this section.

d. Resignation: In the event Murphy voluntarily resigns or retires from his position as City Manager prior to June 1, 2017, Murphy shall give City thirty (30) days written notice in advance, unless the parties otherwise agree.

11. No Reduction of Benefits: City shall not at any time during the term of this Agreement reduce the compensation, salary, or other benefits of Murphy, except to the degree of such a reduction across-the-board for all employees of the City.

12. Other Terms and Conditions of Employment:

a. The City Commission, in consultation with Murphy, shall fix any such other reasonable terms and conditions of employment, as it may determine from time to time, relating to the performance of Murphy, provided such terms and conditions are not inconsistent or in conflict with the provisions of this agreement,

J.J. Murphy

Mayor

the City Charter, the Municipal Code of City or any other law. Any amendment to this agreement shall only be effective when it is in writing and executed and approved by both parties hereto. This Employment Agreement may only be modified or amended through a written agreement signed by Murphy and the Mayor of the City of Hobbs and approved at a public meeting by the City Commission.

b. All provisions, rules and regulations of the City of Hobbs relating to retirement, pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also apply to Murphy as they would to other employees of the City, in addition to the benefits enumerated specifically for the benefit of City Manager, except as otherwise provided for herein.

c. Murphy shall be entitled to military reserve leave time pursuant to federal and state law and the City of Hobbs Personnel Policies. In the event Murphy's military reserve leave time is not sufficient to cover time Murphy is away on reserve duty, Murphy shall utilize his paid time off. Any time above military reserve leave time and paid time off shall be treated as leave without pay.

d. City, by and through its City Commission, shall conduct an annual performance evaluation for Murphy. If his performance evaluation is satisfactory, he will be entitled to any increase in salary as all other City of Hobbs employees may be entitled without modifying this Amended Employment Agreement.

13. General Provisions:

a. This employment contract represents the final and entire agreement and understanding between the parties and any representations, negotiations, offers, proposals, promises or agreements are intended by the parties to be integrated and merged herein and are to be superseded by this agreement.

b. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of J.J. Murphy.

c. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

d. This agreement is intended to be governed by and construed in accordance with New Mexico law.

J.J. Murphy

Mayor

IN WITNESS WHEREOF, the City of Hobbs has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its Clerk, and approved as to form by its City Attorney, and J.J. Murphy has signed and executed this agreement, the day and year first above written.

CITY OF HOBBS, NEW MEXICO
a municipal corporation

CITY MANAGER

SAM D. COBB, Mayor

J. J. MURPHY

ATTEST:

JAN FLETCHER, City Clerk

APPROVED AS TO FORM:

MICHAEL H. STONE, City Attorney

J.J. Murphy

Mayor