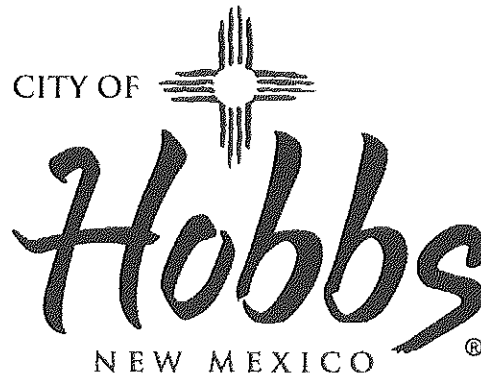


Commission Meeting Agenda



Mayor

Samuel D. Cobb

City Commission

Marshall R. Newman

Jonathan Sena

Crystal G. Mullins

Joseph D. Calderón

Garry A. Buie

John W. Boyd

City Manager

J. J. Murphy

September 21, 2015



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

Monday, September 21, 2015 - 6:00 p.m.

Sam D. Cobb, Mayor

Marshall R. Newman
Commissioner - District 1

Jonathan Sena
Commissioner - District 2

Crystal Mullins
Commissioner - District 3

Joseph D. Calderón
Commissioner - District 4

Garry A. Buie
Commissioner - District 5

John W. Boyd
Commissioner - District 6

A M E N D E D A G E N D A

CALL TO ORDER AND ROLL CALL

INVOCATION AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Minutes of the September 8, 2015, Regular Commission Meeting
2. Minutes of the September 8, 2015, Commission Work Session

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.)*

3. Resolution No. 6348 - Authorizing a Cooperative Grant Agreement with the New Mexico Department of Transportation in the Amount of \$77,483.00 for Various Traffic Signal Improvements *(Todd Randall)*
4. Resolution No. 6349 - Approving the Final Plan for La Paloma Subdivision Unit 5, as Recommended by the Planning Board and Located South of Kansas and East of North Dal Paso, Submitted by Daniel Johncox *(Kevin Robinson)*
5. Resolution No. 6350 - Approving the Final Plan for La Paloma Subdivision Unit 6, as Recommended by the Planning Board and Located South of Kansas and East of North Dal Paso, Submitted by Daniel Johncox *(Kevin Robinson)*

DISCUSSION

6. Energy Summit Update *(Mayor Sam Cobb)*
7. Presentation of the 2016 Insurance Renewal Summary *(Eric Weinstein, AON Insurance)*

ACTION ITEMS (Ordinances, Resolutions, Public Hearings)

8. Resolution No. 6351 - Authorizing Appointment of a Commissioner to District 3 due to the Resignation of Commissioner Crystal Mullins *(Mayor Sam Cobb)*
9. Resolution No. 6352 - Letter of Support of Lifting the Crude Oil Export Ban *(Mayor Sam Cobb)*
10. Consideration of Authorizing the Approval of the Summary Subdivision, Suerte Land Division No. 3, Located in Section 17, Township 18 South, Range 38 East, N.M.P.M. *(J. J. Murphy)*
11. Resolution No. 6353 - Rescinding Resolution 6341 and Approving a Second Development Agreement with Suerte Land Group, LLC *(J. J. Murphy)*
12. Resolution No. 6354 - Approving a Development Agreement with Black Gold Estates, LLC Concerning the Development of Market Rate Single-Family Housing Located within Zia Crossing Subdivision *(Kevin Robinson)*
13. Resolution No. 6355 - Approving a Development Agreement with ABS Homes, LLC Concerning the Development of Market Rate Single-Family Housing Located within Zia Crossing Subdivision *(Kevin Robinson)*

14. Resolution No. 6356 - Approving a Development Agreement with French Brothers, Inc., Concerning the Development of Market Rate Single-Family Housing Located within Zia Crossing Subdivision (*Kevin Robinson*)
15. Resolution No. 6357 - Approving a Development Agreement with CRV Investments, LLC, Concerning the Development of Market Rate Multi-Family Housing Located Southwest of the Intersection of East Bender Blvd. and Ranchland (*Kevin Robinson*)
16. Resolution No. 6358 - Approving a Development Agreement with Gold Creek Homes Concerning the Development of Market Rate Single-Family Housing Located within the Homestead Estates Subdivision (*Kevin Robinson*)
17. Resolution No. 6359 - Approving a Development Agreement between Dagger Draw LLC, and the City of Hobbs for the Development of Goings Road (*Kevin Robinson*)
18. PUBLICATION: Proposed Ordinance Approving a Real Estate Purchase Agreement to Sell and Convey a Parcel of Land Comprised of Lot 2 within the Hobbs Industrial Airpark South Subdivision, Containing 3.49 Acres +/- to Bridgeway Properties, LLC, for the Purchase Price of \$80,400.00 (*Kevin Robinson*)
19. Consideration to Extend the Current Contract with Bravo Lighting, Inc., for the LED Lighting Project to Include Additional City Buildings (*Ronny Choate*)

COMMENTS BY CITY COMMISSIONERS, CITY MANAGER

20. Next Meeting Date:

- ▶ Regular Meeting - **Monday, October 5, 2015** at 6:00 p.m.

ADJOURNMENT

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



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 21, 2015

SUBJECT: City Commission Meeting Minutes

DEPT. OF ORIGIN: City Clerk's Office
DATE SUBMITTED: September 16, 2015
SUBMITTED BY: Mollie Maldonado, Deputy City Clerk

Summary:

The following minutes are submitted for approval:

- ▶ Regular Meeting of September 8, 2015
- ▶ Commission Work Session of September 8, 2015

Fiscal Impact:

Reviewed By: _____
Finance Department

N/A

Attachments:

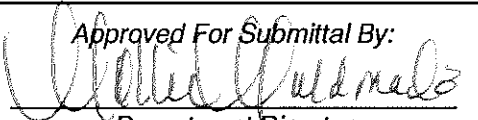
Minutes as referenced under "Summary".

Legal Review:

Approved As To Form: _____
City Attorney

Recommendation:

Motion to approve the minutes as presented.

Approved For Submittal By:

Department Director

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 Tuesday, September 8, 2015, in the City Commission Chamber, 200 East Broadway, 1st Floor Annex, Hobbs, New Mexico.

Call to Order and Roll Call

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

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

Also present:

J. J. Murphy, City Manager
Mike Stone, City Attorney
Chris McCall, Police Chief
Eric Enriquez, Fire Chief
Shawn Williams, Fire Marshal
Paul Thompson, Fire Captain
Raymond Bonilla, Acting Community Services Director
Art De La Cruz, Code Enforcement Superintendent
Ron Roberts, Information Technology Director
Todd Randall, City Engineer
Kevin Robinson, Development Coordinator
Toby Spears, Finance Director
Tim Woomeer, Utilities Director
Doug McDaniel, Parks and Recreation Director
Matt Hughes, Golf Superintendent
Tanya Sanchez, Accounting Operations Supervisor
Nikki Sweet, Human Resources Director
Nicholas Goulet, Benefits and Safety Coordinator
Ronny Choate, General Services Director
Lindsay Chism, Director of Communications
Sandy Farrell, Library Director
Mollie Maldonado, Deputy City Clerk
Jan Fletcher, City Clerk
30 citizens

Invocation and Pledge of Allegiance

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

Approval of Minutes

Commissioner Newman moved that the minutes of the regular meeting held on August 17, 2015, be approved as presented. Commissioner Buie seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried.

Commissioner Newman moved that the minutes of the work session held on August 17, 2015, be approved as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried.

Proclamations and Awards of Merit

Proclamation Proclaiming the Week of September 7 - 13, 2015, as "Weekend Hunger Initiative Hobbs Week". Mayor Cobb proclaimed the week of September 7-13, 2015, as "Weekend Hunger Initiative Hobbs Week". He presented the proclamation to Ms. Lezlie Pfalzgraph and Mr. Clay Martin with WHI Hobbs. Ms. Pfalzgraph stated WHI Hobbs currently provides 520 kids with non-perishable, easy to prepare breakfast, lunch and dinner each weekend during the school year.

In reply to Mayor Cobb's inquiry, Ms. Pfalzgraph stated the website for WHI Hobbs is www.whihobbs.com and stated anyone may donate nutritious, non-perishable, easy preparation meals through the site.

Police Chief's Humanitarian Award - Sgt. Scott Keenan, Sgt. Clipper Miller, Sgt. Marina Molinaro and Officer Thomas Stoddard. Police Chief Chris McCall presented Sgt. Scott Keenan, Sgt. Clipper Miller, Sgt. Marina Molinaro and Officer Thomas Stoddard with the Chief's Humanitarian Award. He stated these four officers traveled to Belmopan, Belize, using their personal funds and vacation time, to train local Belize law enforcement. Chief McCall stated they went above and beyond their duties by training law enforcement in firearms, domestic violence, ethics training and first aid and CPR classes.

In response to Commissioner Newman's question, Sgt. Keenan stated a missionary group approached him about faith-believing police officers training in Belize. He

stated he invited police officers, who are members of Crosswinds Community Church, to participate in the mission in Belize and they accepted.

PUBLIC COMMENTS

Ms. Lemma White voiced concerns regarding her alleyway that is torn up at the Eagle Park Apartments. Mayor Cobb recommended she contact Mr. Todd Randall, City Engineer, to address her concerns and the problem will be fixed.

Ms. Helen Houston voiced concerns regarding Hobbs police officers pulling over citizens because of "suspicious activity". Mr. Mike Stone, City Attorney, requested Ms. Houston to visit with him and he will address her concerns in detail.

In response to Ms. Houston's inquiry, Chief McCall stated all traffic stops are logged by the Lea County Communication Authority dispatchers. He further stated he is unsure if the Hobbs Police Department database system has the capability to report percentages of the traffic stops to determine the age and race.

Pastor Benny Greenlee, with Full Gospel Assembly of Faith Church, invited the Commission and public to attend the "Back the Badge" event that will be held on Saturday, October 17, 2015, at the Lea County Event Center at 7:00 p.m.

Mr. Andrew Akufo, with Lea County Commission of the Arts, stated they will be hosting a ceremony for the 2nd Annual Joe and Joyce Walker Awards for Excellence in the Arts on November 21, 2015. He stated nominations are being accepted for residents of Lea County who are living art patrons, arts advocates or art educators. Mr. Akufo also stated LCCA will host a Flamenco performance on September 19th, 2015, in conjunction with the Fiesta de Septiembre Celebration.

Mr. Bryon Marshall addressed the Commission regarding web streaming the Commission meetings. He presented the Commission with an unofficial petition that contained 330 unverified signatures, of which 150 were hand written and 180 were electronic. Mr. Marshall submitted the original petition to Ms. Jan Fletcher, City Clerk.

In response to Ms. Barbara Whitson's question, Mayor Cobb stated the sign ordinance is currently being reviewed and the intent is for safety in the major intersections.

In reply to Ms. Whitson's inquiry, Commissioner Mullins stated all of Lea County suffers from the high gas prices, not just Hobbs. Mr. Murphy stated he has

contacted the New Mexico Attorney General regarding the unfavorable pattern of gas prices in this area.

Mr. Dennis Trey Collins stated he supports web streaming of the City Commission meetings.

In response to Mr. Collins' question, Mayor Cobb stated City conducts cost analysis on some of the programs being funded.

Mr. Collins stated a group of citizens would like to create a "Learning Center for City Government" and would like to have comments from Commissioners regarding government. Mayor Cobb stated the Commission and City staff will be helpful and responsive in submitting requested information to their group. Mr. Murphy recommended Mr. Collins contact Ms. Lindsay Chism, Director of Communications, regarding information on City Government.

Mr. Murphy recommended Mr. Collins participate in the Citizens Police Academy. Commissioner Buie stated the Citizens Police Academy is well worth the time.

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

Resolution No. 6342 - Approving the Final Plan of Zia Crossing Subdivision, Phase 1, Unit 4, as Recommended by the Hobbs Planning Board.

Resolution No. 6343 - Adopting the City of Hobbs' Asset Management Policy.

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

Discussion

There were no items for discussion presented.

Action Items

Resolution No. 6344 - Authorizing a 48.46% Pick Up of PERA Municipal Police Member Contributions for Police Bargaining Unit Members Only. Ms. Nikki Sweet, Human Resources Director, stated the current collective bargaining agreement between the City and Hobbs Police Officers Association was adopted June 15, 2015, and it states "PERA employer pick-up will increase by 1.625% effective upon approval by PERA". She stated under this agreement, the City will pick-up 48.46% of the required employee contribution of 17.8% of salary of bargaining unit employees. The employee share of the PERA contributions will be 9.18% of their salary and the City will contribute 8.62% of the employee salary. Ms. Sweet stated the City shall also continue to make the required contribution of 18.9% of each eligible member's salary.

In response to Commissioner Buie's question, Ms. Sweet stated there are 60 employees, including detention officers, that will be eligible for the 48.46% PERA pick-up.

Commissioner Calderón moved that Resolution No. 6344 be adopted as presented. Commissioner Mullins seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. A copy of the resolution is attached and made a part of these minutes.

Resolution No. 6345 - Authorizing a 48.46% Pick Up of PERA Municipal Police Member Contributions for Police Non-Bargaining Unit Members Only. Ms. Sweet stated in order to ensure future succession readiness by removing obstacles to promoting from within the Union to outside the Union, the City of Hobbs will match the pick-up for non-bargaining unit members to that of bargaining unit members. She stated under this agreement the City will pick-up 48.46% of the required employee contribution of 17.8% of salary of bargaining unit employees. The employee share of the PERA contributions will be 9.18% of their salary and the City will contribute 8.62% of the employee salary. Ms. Sweet stated the City shall also continue to make the required contribution of 18.9% of each eligible member's salary.

There being no discussion, Commissioner Calderón moved that Resolution No. 6345 be adopted as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. A copy of the resolution is attached and made a part of these minutes.

Resolution No. 6346 - Approving the FY 2017-2021 Infrastructure Capital Improvement Plan (ICIP). Mr. Kevin Robinson, Development Coordinator, stated FY 2017-2021 Infrastructure Capital Improvement Plan (ICIP) was reviewed and approved at the August, 2015, Planning Board Meeting. He stated the City Commission discussed the ICIP during the August 17, 2015, regular meeting and the top five priority projects were determined as follows:

- 1) W.W.T.P. Effluent System
- 2) Sewer Main Replacement Program
- 3) Community Housing Projects
- 4) Drainage Master Plan
- 5) Multi-Generational Recreational Center

There being no further discussion, Commissioner Sena moved that Resolution No. 6346 be adopted as presented. Commissioner Mullins seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. A copy of the resolution is attached and made a part of these minutes.

Resolution No. 6347 - Approving the Issuance of Two Series of Multifamily Housing Revenue Bonds for the Washington Place Apartments Project. Mr. Robinson stated this is the final step of the two series of Multifamily Housing Revenue Bonds for the Washington Place Apartments Project.

Mayor Cobb stated the bonds will refurbish the Washington Place Apartments.

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

Commissioner Mullins moved that Resolution No. 6347 be adopted as presented. Commissioner Newman seconded the motion and the vote was recorded as follows: Newman yes, Sena yes, Mullins yes, Calderón yes, Buie yes, Boyd yes, Cobb yes. The motion carried. A copy of the resolution is attached and made a part of these minutes.

Comments by City Commissioners, City Manager

Commissioner Mullins publicly announced her resignation and stated this will be her last meeting as District 3 Commissioner. She stated she and her family will be relocating to Carlsbad, New Mexico. Commissioner Mullins stated it has been a great experience to represent District 3 and thanked the City for allowing her to serve.

Mr. Murphy stated he and City staff attended the NMML Annual Conference in Albuquerque, New Mexico. He stated he received good feedback from those attending the conference. He added Hobbs will be hosting the 2016 NMML Annual Conference.

Mr. Murphy stated during the conference he visited with Las Cruces, New Mexico, staff regarding web streaming the Commission meetings. He stated City staff will soon participate in a web streaming demo.

Mr. Murphy stated police officers are literally being attacked across the Country and it is great that we honor our police officers for all they do.

Mr. Murphy stated Commissioner Mullins is an unbelievable servant leader and will be dearly missed as a Commissioner. He expressed the desire to see Commissioner Mullins at future ribbon cuttings and the projects she supported.

Commissioner Boyd wished Commissioner Mullins the best in her endeavors. He stated it has been a pleasure watching her grow as a Commissioner.

Commissioner Sena stated he also attended the NMML Annual Conference and it was great to see Mr. Murphy at his best. He stated Hobbs has the best City Manager in the State and Mr. Murphy is worth every nickel he is paid. Commissioner Sena stated he has heard from numerous employees who feel employee morale is higher due to Mr. Murphy's efforts.

Commissioner Sena thanked Mr. Marshall for being proactive with web streaming the Commission meetings.

Commissioner Sena stated the State is looking at measures to divide gross receipts tax by the population of the cities. He stated the City is staying on top of decisions such as this, which will have adverse affects on our local economy.

Commissioner Sena stated the passing of his friend, Commissioner Carl Mackey, was very sad. He stated he is very sad to see Commissioner Mullins leave the Commission. Commissioner Sena stated Commissioner Mullins brought a fresh voice and ideas to the Commission. He stated she motivated him and she will be missed.

Commissioner Calderón stated he also attended the NMML Annual Conference where he came in third place in the 3K Walk. He stated he and City staff had the opportunity to attend the workshops.

Commissioner Calderón stated Commissioner Mullins has done a outstanding job as a Commissioner and will be missed.

Commissioner Buie stated it has been a pleasure knowing Commissioner Mullins and she will be missed even though they agree to disagree.

Commissioner Newman thanked Commissioner Mullins for her service as a Commissioner and stated she has done a excellent job. He wished her the best in her new endeavors.

Mayor Cobb stated he has seen Commissioner Mullins grow from a young lady to a beautiful lady. He stated she has the unique ability to be a sponge and also ask the right questions. Mayor Cobb stated she has honored her family and has done a great job as a Commissioner.

Mayor Cobb stated the City will be accepting letters of interest and resumes for the District 3 Commission position. He stated it is required by the City Charter that the remaining members of the Commission appoint a registered, qualified elector to fill the position within thirty days of the vacancy. Mayor Cobb stated interested parties should submit a letter of interest and resume, in person, on or before September 18, 2015, by 5:00 p.m.

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

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk

Minutes of the work session of the Hobbs City Commission held on Tuesday, September 8, 2015, at 5:00 p.m. in the City Commission Chamber at City Hall, 200 East Broadway, Hobbs, New Mexico.

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

Mayor Sam D. Cobb
Commissioner Marshall Newman
Commissioner Jonathan Sena
Commissioner Crystal Mullins (*arrived 5:05 p.m.*)
Commissioner Joseph D. Calderón
Commissioner Garry A. Buie

Absent: Commissioner John W. Boyd

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

2015 Housing Incentive Program as Adopted in Resolution No. 6248 on January 20, 2015. Mayor Cobb stated the purpose of this work session is to get public input and overview of the Housing Incentive Program. He stated the Commission would like to hear from the developers, Realtors, contractors and employees who actually do the construction work.

Mr. J. J. Murphy, City Manager stated an individual award for the Housing Incentive Program is not to exceed \$400,000.00 per development agreement. He stated the Commission awards the incentives individually. Mr. Murphy stated it is the desire of the Commission and City staff to hear from the people who will be directly affected if the Housing Incentive Program is no longer offered by the City.

Mr. David Gallegos, Mr. Daniel Dattola, Mr. Genaro Gonzalez, Mr. Jason Owesly, Mr. Bobby Shaw, Mr. James Dean, Ms. Anne Dean, Mr. Michael Bartlett, Mr. Philip Ross, Mr. Rodney Davis, Mr. Eric Baeza, Mr. Alberto Caballero, Mr. Tom French and Ms. Corrine Bachman addressed comments to the Commission in favor of continuing the Housing Incentive Program.

In reply to Commissioner Newman's inquiry, Mr. Dattola stated Zia Crossing contracts with local sub-contractors for concrete, roofing and cabinet work for their housing development projects. He stated plumbing subcontractors are the only contractors that are not local.

Commissioner Newman stated his preference is that developers who have been awarded the housing incentive use local contractors. He also stated that not all of the local subcontractors are given the opportunity to subcontract work.

Mr. Gonzalez with G&G Roofing confirmed that his business has not been contacted by developers to subcontract work.

Mr. French with French Brothers stated finding construction help from locals is difficult because most of the companies are working in the oilfield. He also stated that local contractors cannot stay on a work schedule; therefore, they are not being utilized by the developers.

In response to Commissioner Buie's question, Mr. Gonzales stated his company has 17 employees and can keep up with scheduled work.

Commissioner Sena stated the Housing Incentive Program is working to improve the City housing needs and is in favor of the incentive.

There being no further discussion by the Commission, the meeting adjourned at 5:55 p.m.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CONSENT AGENDA



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 21, 2015

SUBJECT: COOPERATIVE AGREEMENT Project No. SP-2-16(917), CN: L200278
DEPT. OF ORIGIN: Engineering Department
DATE SUBMITTED: 9-15-15
SUBMITTED BY: Todd Randall, City Engineer

Summary:

The referenced grant agreement went to commission on August 3, 2015 and was approved. On August 28, 2015 the NMDOT sent a template resolution to be used and submitted with the grant agreement. The resolution included specific language to include: the dollar amounts for the COH share and NMDOT share and that the COH shall pay all costs which exceed the amount of \$77,483.00. The attached resolution is the NMDOT template which has the pertinent information added.

The purpose of the Cooperative Agreement between the City of Hobbs and the New Mexico Department of Transportation is to provide traffic signal improvements at the Bender/Fowler, Lovington Hwy/Gerry, Lovington Hwy/Millen, Lovington Hwy/Joe Harvey, Marland/Grimes, Marland/Dal Paso, Marland/Sanger, Dal Paso/Navajo, Dal Paso/Broadway, Bender/Jefferson and Marland/West County intersections. The major improvements at the signalized intersections include the installation of battery back-up and the replacement of the bulbs on the street lights with LED bulbs.

The estimated cost of the project is \$77,483.00 with a Department share of 75% and a COH share of 25%.

Fiscal Impact:

Reviewed By:

Finance Department

FY16 Project Total \$77,483.00 (48-4048-44901-00085)

Grant Amount: \$58,112.00 (75%)

In-Kind / Cash: \$19,371.00 (25%)

Attachments: Resolution & Grant Agreement

Legal Review:

Approved As To Form:

City Attorney

Recommendation:

Approve Resolution authorizing the Mayor to execute the grant agreement with the New Mexico Department of Transportation

Approved For Submittal By:

Department Director

City Manager

CITY CLERKS USE ONLY
COMMISSION ACTION TAKEN

Resolution No.
Ordinance No.
Approved
Other

Continued To:
Referred To:
Denied
File No.

CITY OF HOBBS

RESOLUTION NO. 6348

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A
GRANT AGREEMENT WITH THE STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION FOR
Project No. SP-2-16(917), CN: L200278

WHEREAS, the City of Hobbs and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the project will be \$77,483.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$58,112.00
- and
- b. The City of Hobbs proportional matching share shall be 25% or \$19,371.00

TOTAL PROJECT COST IS \$77,483.00

The City of Hobbs shall pay all costs, which exceed the total amount of \$77,483.00.

Now therefore, be it resolved in official session that the City of Hobbs determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on **December 31, 2016** and the City of Hobbs incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the City of Hobbs to enter into Cooperative Agreement Project Number SP-2-16(917), Control Number L200278 with the New Mexico Department of Transportation for LGRF Project for year **2015 – 2016** to include the installation of battery back-ups and the replacement of the bulbs on the street lights with LED bulbs at the following

intersections: Bender/Fowler, Lovington Hwy/Gerry, Lovington Hwy/Millen, Lovington Hwy/Joe Harvey, Marland/Grimes, Marland/Dal Paso, Marland/Sanger, Dal Paso/Navajo, Dal Paso/Broadway, Bender/Jefferson and Marland/West County within the control of the City of Hobbs in Hobbs, New Mexico.

PASSED, ADOPTED AND APPROVED this 21st day of September, 2015.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS

COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 21, 2015

SUBJECT: RESOLUTION TO APPROVE THE FINAL PLAN FOR LA PALOMA SUBDIVISION UNIT 5, AS RECOMMENDED BY THE PLANNING BOARD. Located south of Kansas and east of North Dal Paso, submitted by Daniel Johncox.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: September 15, 2014
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: The Final Plan for La Paloma Subdivision Unit 5 is submitted by Daniel Johncox. The proposed subdivision is located south of Kansas and east of North Dal Paso and within the Extraterritorial Planning and Platting Jurisdiction. The proposed subdivision area contains 9 lots, all in excess of 1 acre. The Planning Board reviewed this issue on September 15, 2015 and voted 6 to 0 to recommend approval.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

This subdivision is located within the Extraterritorial Jurisdiction of the City of Hobbs, each structure will be served by domestic water wells and private sewer systems. Lea County will assume maintenance of the infrastructure dedicated upon their acceptance of the same.

Attachments: Resolution, Final Plan, Planning Board Minutes and packet information.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Approval of the Resolution to approve the Final Plan for La Paloma Subdivision Unit 4, 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. 6349

A RESOLUTION APPROVING THE FINAL PLAN OF LA PALOMA SUBDIVISION UNIT 5, AS RECOMMENDED BY THE PLANNING BOARD.

WHEREAS, Daniel Johncox has submitted a Final Plan for La Paloma Subdivision Unit 5, for review by the City Planning Board; and

WHEREAS, the subdivision Final Plan was reviewed and approved by the Hobbs Planning Board at the September 15, 2015 meeting.

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

1. The City of Hobbs hereby grants Final Plan Approval to La Paloma Subdivision Unit 5, 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 21st day of September, 2015.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK

**PLANNING BOARD MEETING
MINUTES
September 15, 2015**

The Hobbs Planning Board met on September 15, 2015 at 10:00 a.m. at City of Hobbs Annex Building, First Floor Commission Chambers, located at 200 E. Broadway, Hobbs, NM 88240 with Mr. W.M. "Tres" Hicks Chairman, presiding.

Members Present:

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

Members Absent:

Dwayne Penick

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

Kevin Robinson, Development Director
Todd Randall, City Engineer
Todd Randall, City Engineer
Manny Marquez, Building Official
Julie Nymeyer, Staff Secretary
Raymond Bonilla
Lindsay Chism
Sandra Boltshauser
Dennis Holmberg
Members of the public

Mayor Sam Cobb
Commissioner Garry Buie
Commissioner Marshall Newman
Sandra Boltshauser
Shawn Williams, Fire Marshall
Mollie Maldonado
Nikki Sweet, HR Director
Mike Stone, City Attorney
April Avila

1) Call To Order.

Chairman W.M. "Tres" Hicks called the meeting to order at 10:03 pm.

2) Review and Consider Approval of Agenda.

Mr. Hicks asked if there were any changes or additions to the Agenda? Mr. Robinson said item number 7 the property owner requested to withdrawal the variance request at this time. Mr. Ramirez made a motion, seconded by Mr. Shaw to approve the agenda as presented. The vote on the motion was 6-0 and the motion carried.

3) Review and Consider Approval of Minutes.

August 18, 2015 - Regular Meeting.

Mr. Hicks asked if everyone has had a chance to read the minutes. Mr. Kesner made a motion

seconded by Mr. Ramirez to approve the August 18, 2015 minutes as presented. The vote on the motion was 6-0 and the motion carried.

August 27, 2015 – Special Meeting

Mr. Shaw made a motion, seconded by Mr. Ramirez to approve the Special Meeting Minutes as presented. The vote on the motion was 6-0 and the motion carried.

4) Communications from Citizens.

There were no communications from the Citizens.

5) Review and Consider Final Plat Plan of La Paloma Unit 5 and La Paloma Unit 6 as submitted by property owner Daniel Johncox.

Mr. Robinson said this is the final subdivision plat of La Paloma Unit 5 and Unit 6. He said staff has the engineers certification and all the infrastructure required is in place. He said preliminary plat approval was approved by the Board September 2014. Mr. Drennan made a motion, seconded by Mr. Ramirez to approve La Paloma Unit 5 and Unit 6. The vote on the motion was 6-0 and the motion carried.

6) Review and Consider Zia Crossing Subdivision, Unit 5 Final Plan as submitted by property owner Black Gold Estates, LLC.

7) Review and Consider front yard setback variance as submitted by Darren Sowell Architects, LLC. on behalf of Allsups Convenience Stores, property owner, for property located at 1100 East Sanger.

8) Discussion Items:

A) Review proposed amendments of MC Title 16 (Subdivisions).

B) Review proposed Mobile Vendor Ordinance.

9) Adjournment.

With nothing further to discuss the meeting adjourned at 12:03 am.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 21, 2015

SUBJECT: RESOLUTION TO APPROVE THE FINAL PLAN FOR LA PALOMA SUBDIVISION UNIT 6, AS RECOMMENDED BY THE PLANNING BOARD. Located south of Kansas and east of North Dal Paso, submitted by Daniel Johncox.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: September 15, 2015
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: The Final Plan for La Paloma Subdivision Unit 6 is submitted by Daniel Johncox. The proposed subdivision is located south of Kansas and east of North Dal Paso and within the Extraterritorial Planning and Platting Jurisdiction. The proposed subdivision area contains 10 lots, all in excess of .93 acres. The Planning Board reviewed this issue on September 15, 2015 and voted 6 to 0 to recommend approval.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

This subdivision is located within the Extraterritorial Jurisdiction of the City of Hobbs; each structure will be served by domestic water wells and private sewer systems. Lea County will assume maintenance of the infrastructure dedicated upon their acceptance of the same.

Attachments: Resolution, Final Plan, Planning Board Minutes and packet information.

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Approval of the Resolution to approve the Final Plan for La Paloma Subdivision Unit 6, 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. 6350

**A RESOLUTION APPROVING THE FINAL PLAN OF LA PALOMA
SUBDIVISION UNIT 6, AS RECOMMENDED BY THE PLANNING BOARD.**

WHEREAS, Daniel Johncox has submitted a Final Plan for La Paloma Subdivision Unit 6, for review by the City Planning Board; and

WHEREAS, the subdivision Final Plan was reviewed and approved by the Hobbs Planning Board at the September 15, 2015 meeting.

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

1. The City of Hobbs hereby grants Final Plan Approval to La Paloma Subdivision Unit 6, 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 21st day of September, 2015.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, CITY CLERK

**PLANNING BOARD MEETING
MINUTES
September 15, 2015**

The Hobbs Planning Board met on September 15, 2015 at 10:00 a.m. at City of Hobbs Annex Building, First Floor Commission Chambers, located at 200 E. Broadway, Hobbs, NM 88240 with Mr. W.M. "Tres" Hicks Chairman, presiding.

Members Present:

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

Members Absent:

Dwayne Penick

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

Kevin Robinson, Development Director
Todd Randall, City Engineer
Todd Randall, City Engineer
Manny Marquez, Building Official
Julie Nymeyer, Staff Secretary
Raymond Bonilla
Lindsay Chism
Sandra Boltshauser
Dennis Holmberg
Members of the public

Mayor Sam Cobb
Commissioner Garry Buie
Commissioner Marshall Newman
Sandra Boltshauser
Shawn Williams, Fire Marshall
Mollie Maldonado
Nikki Sweet, HR Director
Mike Stone, City Attorney
April Avila

1) Call To Order.

Chairman W.M. "Tres" Hicks called the meeting to order at 10:03 pm.

2) Review and Consider Approval of Agenda.

Mr. Hicks asked if there were any changes or additions to the Agenda? Mr. Robinson said item number 7 the property owner requested to withdrawal the variance request at this time. Mr. Ramirez made a motion, seconded by Mr. Shaw to approve the agenda as presented. The vote on the motion was 6-0 and the motion carried.

3) Review and Consider Approval of Minutes.

August 18, 2015 - Regular Meeting.

Mr. Hicks asked if everyone has had a chance to read the minutes. Mr. Kesner made a motion

seconded by Mr. Ramirez to approve the August 18, 2015 minutes as presented. The vote on the motion was 6-0 and the motion carried.

August 27, 2015 – Special Meeting

Mr. Shaw made a motion, seconded by Mr. Ramirez to approve the Special Meeting Minutes as presented. The vote on the motion was 6-0 and the motion carried.

4) Communications from Citizens.

There were no communications from the Citizens.

5) Review and Consider Final Plat Plan of La Paloma Unit 5 and La Paloma Unit 6 as submitted by property owner Daniel Johncox.

Mr. Robinson said this is the final subdivision plat of La Paloma Unit 5 and Unit 6. He said staff has the engineers certification and all the infrastructure required is in place. He said preliminary plat approval was approved by the Board September 2014. Mr. Drennan made a motion, seconded by Mr. Ramirez to approve La Paloma Unit 5 and Unit 6. The vote on the motion was 6-0 and the motion carried.

6) Review and Consider Zia Crossing Subdivision, Unit 5 Final Plan as submitted by property owner Black Gold Estates, LLC.

7) Review and Consider front yard setback variance as submitted by Darren Sowell Architects, LLC. on behalf of Allsup's Convenience Stores, property owner, for property located at 1100 East Sanger.

8) Discussion Items:

A) Review proposed amendments of MC Title 16 (Subdivisions).

B) Review proposed Mobile Vendor Ordinance.

9) Adjournment.

With nothing further to discuss the meeting adjourned at 12:03 am.



ACTION ITEMS



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 21, 2015

SUBJECT: Resolution Appointing a City Commissioner to District 3 Due to the Resignation of Commissioner Crystal Mullins

DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: September 17, 2015
SUBMITTED BY: Michael H. Stone, City Attorney

Summary:

District 3 City Commissioner, Crystal Mullins recently tendered her resignation, effective September 9, 2015. Pursuant to Hobbs City Charter 4-5, a vacancy has occurred in District 3 office of City Commissioner. The remaining members of the Commission shall appoint a registered qualified elector to fill the vacancy within thirty (30) days of the vacancy. A registered qualified elector is an individual who has resided in District 3 for at least 180 days and is registered to vote as a City of Hobbs resident. The qualified elector who is appointed to fill a vacancy shall serve until the next regular City election, at which time a registered qualified elector shall be elected to fill the remaining unexpired term.

During the September 8, 2015 City Commission meeting, it was determined that any registered qualified elector in District 3 could submit a resume and letter of interest to the City Clerk's Office. The remaining members of the City Commission should review the submitted resumes and letters of interest and make the necessary appointment to the vacant District 3 City Commissioner office.

Fiscal Impact:

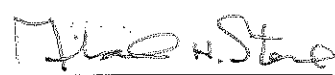
There is no significant fiscal impact to this Resolution

Reviewed By: 
Finance Department

Attachments:

Resolution

Legal Review:

Approved As To Form: 
City Attorney

Recommendation: The Commission should review the submitted resumes and letters of interest and appoint a registered qualified elector to the office of City Commissioner for District 3

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. 6351

A RESOLUTION APPOINTING A CITY COMMISSIONER TO
DISTRICT 3 DUE TO THE RESIGNATION OF
COMMISSIONER CRYSTAL MULLINS

WHEREAS, on September 8, 2015, District 3 City Commissioner Crystal Mullins tendered her resignation, effective September 9, 2015; and

WHEREAS, pursuant to Hobbs City Charter 4-5, the remaining members of the City Commission should appoint a registered qualified elector to fill the vacancy within thirty (30) days of the vacancy; and

WHEREAS, the registered qualified elector who is appointed shall serve until the next regular City election; and

WHEREAS, the remaining members of the City Commission have reviewed submitted resumes and letters of interest from registered qualified electors; and

WHEREAS, the remaining members of the City Commission should appoint a registered qualified elector to serve as District 3 City Commissioner until the next regular City election.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, pursuant to Hobbs City Charter 4-5 that _____ be appointed as District 3 City Commissioner until the next regular City election.

PASSED, ADOPTED AND APPROVED this 21st day of September, 2015.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 21, 2015

SUBJECT: A Resolution in Support of Lifting the Crude Oil Export Ban

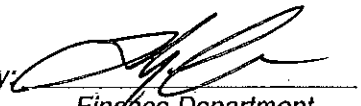
DEPT. OF ORIGIN: Legal Department
DATE SUBMITTED: September 16, 2015
SUBMITTED BY: Michael Stone, City Attorney

Summary:

This resolution encourages the New Mexico State and Federal Delegations to work vigorously to lift the national crude oil export ban. A significant portion of the City's economy is directly and indirectly related to exploration and development of petroleum. Since the 1970's the federal government has prohibited petroleum exports by domestic producers to foreign countries. The government's stated purpose for the export ban is to ensure national oil supplies. The recent drop in oil prices is having a significant effect on our local economy. Lifting the crude oil export ban will open new international markets for Permian Basin oil and opportunity for continued economic development for the City of Hobbs, Lea County and New Mexico.

Fiscal Impact:


There is no fiscal impact associated with this resolution.

Reviewed By: 
Finance Department

Attachments:

Resolution

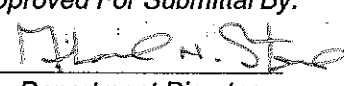

Legal Review:

Approved As To Form: 
City Attorney

Recommendation:

The Commission vote to adopt the resolution

Approved For Submittal By:


Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 6352

A RESOLUTION IN SUPPORT OF
LIFTING CRUDE OIL EXPORT BAN

WHEREAS, the City of Hobbs is dedicated and empowered to improve the safety, welfare and quality of life of its citizens; and

WHEREAS, the City supports the creation and maintenance of jobs in New Mexico resulting from continued exploration of oil in Lea County and the Permian Basin; and

WHEREAS, increased drilling activities will enhance economies of Hobbs, Lea County and the State of New Mexico by generating additional taxes, royalties and creating significant economic development; and

WHEREAS, lifting the crude oil export ban will create opportunities for continued growth of the oil industry in Hobbs, Lea County and the State of New Mexico;

NOW, THEREFORE, BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF HOBBS, NEW MEXICO, urges its State and Federal delegations to give priority to supporting economic-based legislation of lifting the crude oil export ban.

PASSED, ADOPTED AND APPROVED this 21st day of September, 2015.

SAM D. COBB, Mayor

ATTEST:

JAN FLETCHER, City Clerk



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 21, 2015

SUBJECT: APPROVAL OF THE SUMMARY SUBDIVISION, SUERTE LAND DIVISION NO. 3, LOCATED IN SECTION 17, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M..

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: September 14, 2015
SUBMITTED BY: JJ Murphy – City Manager

Summary: The Summary Subdivision, Suerte Land Division No. 3, is submitted by Suerte Land Group, LLC. The proposed subdivision is located southwest of the intersection of Millen Drive and Lovington Highway. The proposed subdivision area creates 3 tracts and various easements and dedications, for the purpose of creating a tract to contain the HWLC and a multi-use public open space primarily for drainage and floodwater mitigation.

Fiscal Impact:

Reviewed By: _____

Finance Department

The City will have maintenance responsibility for the dedicated properties.

Attachments: Summary Plat.

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Approval of the Summary Subdivision, Suerte Land Division No. 3, as submitted by Suerte Land Group, LLC.

Approved For Submittal By:

Department Director

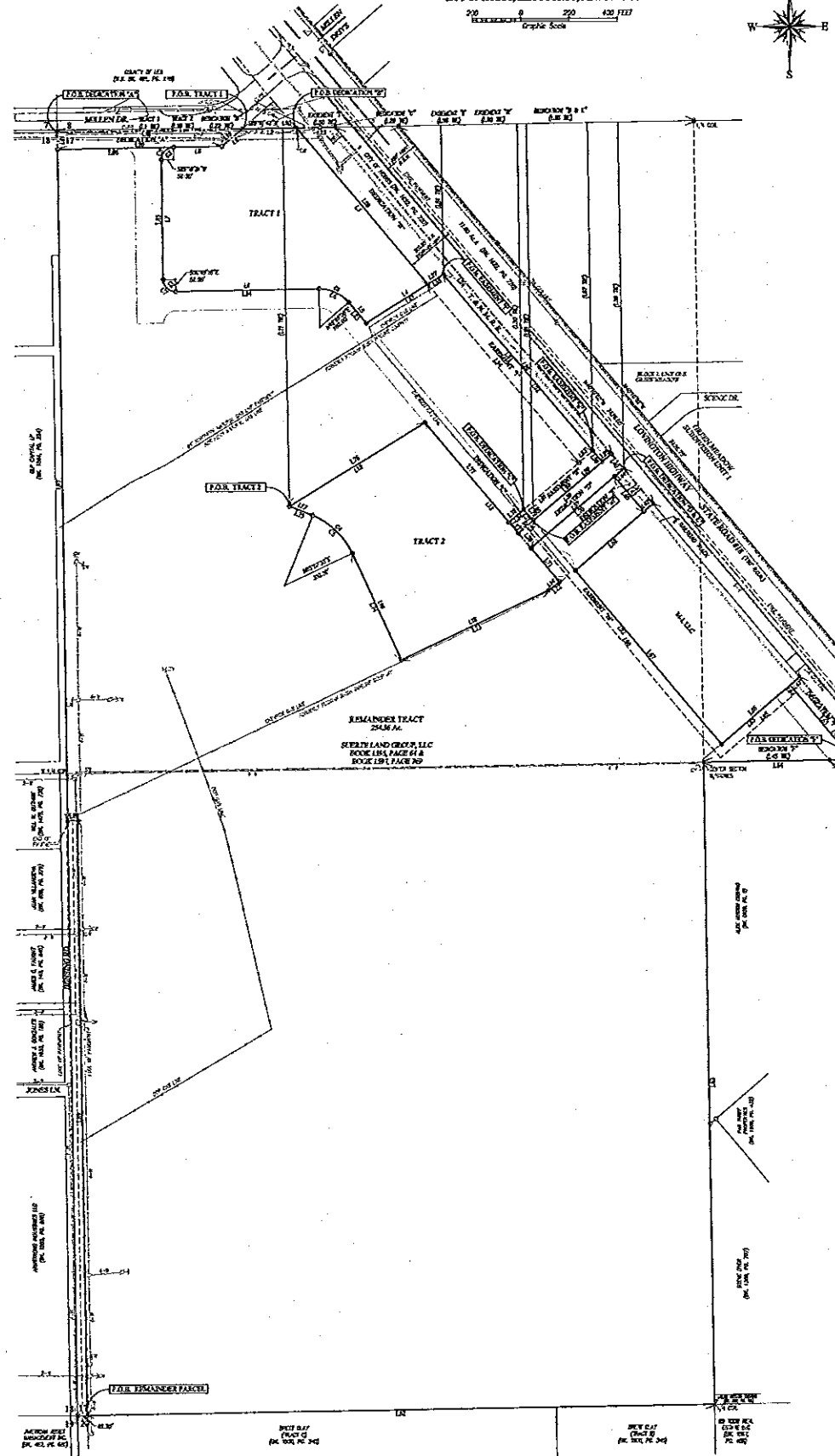
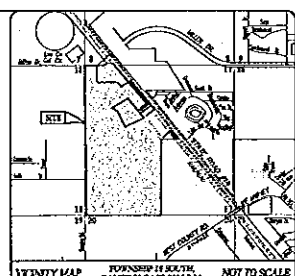
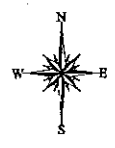
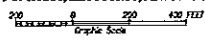
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

SUBTR LAND DIVISION NO. 3
 LOCATED IN SECTION 17,
 TOWNSHIP 18 SOUTH, RANGE 18 EAST, N.M.P.M.,
 CITY OF HOSSS, LEA COUNTY, NEW MEXICO



NOTE
 1) BOUNDS SHOWN HEREIN ARE BASED UPON THE RECORDS IN THE NEW MEXICO
 COURTS. THESE RECORDS MAY BE SUBJECT TO CHANGE BY THE STATE OF NEW MEXICO
 AND THE UNITED STATES GOVERNMENT. THE STATE OF NEW MEXICO AND THE
 UNITED STATES GOVERNMENT ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS
 IN THESE RECORDS. CONVEYANCES SHALL BE VOID UNLESS ALL SUCH ERRORS
 AND OMISSIONS ARE CORRECTED.
 2) FROM THE INFORMATION RECEIVED BY THE RECORDS, THE STATE OF NEW MEXICO
 AND THE UNITED STATES GOVERNMENT ARE NOT RESPONSIBLE FOR ANY ERRORS OR
 OMISSIONS IN THESE RECORDS. CONVEYANCES SHALL BE VOID UNLESS ALL SUCH
 ERRORS AND OMISSIONS ARE CORRECTED.
 3) FROM THE INFORMATION RECEIVED BY THE RECORDS, THE STATE OF NEW MEXICO
 AND THE UNITED STATES GOVERNMENT ARE NOT RESPONSIBLE FOR ANY ERRORS OR
 OMISSIONS IN THESE RECORDS. CONVEYANCES SHALL BE VOID UNLESS ALL SUCH
 ERRORS AND OMISSIONS ARE CORRECTED.

LEGEND
 ○ - BOUNDS SET 1/2" STEEL ROD 4" LONG MARK "100" P.A. 100"
 ○ - BOUNDS FOUND 1/2" STEEL ROD 4" LONG MARK "100" P.A. 100"
 ○ - BOUNDS FOUND 3/4" STEEL ROD 4" LONG
 ○ - BOUNDS FOUND 1" STEEL ROD
 ○ - BOUNDS FOUND 1 1/2" STEEL ROD
 ○ - BOUNDS FOUND 2" STEEL ROD 4" LONG MARK "100" P.A. 100"
 ○ - BOUNDS FOUND 3" STEEL ROD 4" LONG MARK "100" P.A. 100"

STATE OF NEW MEXICO
 COUNTY OF LEA
 FILED
 _____ 2013

 and recorded to

Sheath Land Group, LLC
 PO BOX 1000
 HOSSS, NM 88301
 (505) 225-1000



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 21st, 2015

SUBJECT: A RESOLUTION RECINDING RESOLUTION NO. 6341 AND AUTHORIZING THE MAYOR TO APPROVE A SECOND AMENDMENT TO A DEVELOPMENT AGREEMENT BETWEEN SUERTE LAND GROUP, LLC AND THE CITY OF HOBBS CONCERNING THE CONVEYANCE OF HEALTH WELLNESS AND LEARNING CENTER LAND TO THE CITY, NEW MEXICO JUNIOR COLLEGE AND THE HOBBS MUNICIPAL SCHOOL DISTRICT AND THE OBLIGATIONS FOR ANY CITY INFRASTRUCTURE.

DEPT. OF ORIGIN: Office of the City Manager
DATE SUBMITTED: September 15th, 2015
SUBMITTED BY: JJ Murphy - City Manager

Summary:

The City of Hobbs entered into a Development Agreement with Suerte Land Group, LLC on September 2nd, 2014 and amended the agreement on August 25th, 2015. Upon review of the Development Agreement and Amendment, it is necessary to clarify responsibilities and conveyance of the HWLC land to meet the needs of the NMJC Bond funding and Hobbs School District.

Specifically, the parties desire to clarify that the developer is not conveying the Center Land to the City as security for the City's performance of its obligations under the Development and that the Developer shall have no interest in the Center Land of any nature whatsoever after it is conveyed to the City, NMJC and the District other than the right of reentry created by the vesting deed.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

No change in fiscal impact as originally adopted

Attachments: Resolution, Second Amendment to Suerte Development Agreement, Warranty Deed

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Commission consideration of approving the Resolution to amend the Development Agreement.

Approved For Submittal By:

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. 6353

A RESOLUTION RECINDING RESOLUTION NO. 6341 AND AUTHORIZING THE MAYOR TO APPROVE A SECOND AMENDMENT TO A DEVELOPMENT AGREEMENT BETWEEN SUERTE LAND GROUP, LLC AND THE CITY OF HOBBS CONCERNING THE CONVEYANCE OF HEALTH WELLNESS AND LEARNING CENTER LAND TO THE CITY, NEW MEXICO JUNIOR COLLEGE AND THE HOBBS MUNICIPAL SCHOOL DISTRICT AND THE OBLIGATIONS FOR ANY CITY INFRASTRUCTURE.

WHEREAS, Developer has proposed a master plan and construction of a mixed-use development, on its property located between Millen Drive and NM 18, Hobbs, New Mexico and the development requires municipal utility services from the City; and

WHEREAS, the City, New Mexico Junior College, Lea County, and the Board of Education of Hobbs Municipal School District have entered into a Memorandum of Understanding for the development and operation of a Health and Wellness Learning Center ("HWLC") on the approximately 12.89 acres of land described on Exhibit B that Developer has agreed to convey to the City, NMJC and District;

WHEREAS, the parties desire to clarify that the Developer is not conveying the Center Land to the City as security for the City's performance of its obligations under the Development Agreement, as modified by this Second Amendment; and

WHEREAS, the Developer shall have no interest in the Center Land of any nature whatsoever after it is conveyed to the City, NMJC and the District other than the right of reentry created by the vesting deed; and

WHEREAS, the City Commission, after due consideration, has determined that the recreational complex will provide facilities serving the City and Lea County that will offer larger scale recreational activities, which is consistent with the Lea County Recreational Master Plan and City of Hobbs Comprehensive Community Plan.

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

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

PASSED, ADOPTED AND APPROVED this 21st day of September, 2015.

SAM D. COBB, MAYOR

ATTEST:

JAN FLETCHER, CITY CLERK

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Amendment To Development Agreement ("Second Amendment") is made and entered into by and between the City of Hobbs, New Mexico ("City"), a New Mexico Municipal Corporation and The Suerte Land Group, LLC, a New Mexico Limited Liability Company, also known as Suerte Land Group, LLC, P. O. Box 905, Hobbs, New Mexico 88240 ("Developer"), effective as of the later date of the parties' signatures below.

RECITALS

A. The City and Developer are parties to that certain Suerte Land Group, LLC Recreation Complex Facility And Community Drainage Areas Supporting Infrastructure Agreement Dated September 2, 2014 as memorialized by Resolution No. 6185 ("September 2, 2014 Agreement") and modified by that certain Amendment to City of Hobbs and Suerte Land Group, LLC Development Agreement (originally adopted September 2, 2014) adopted August 25, 2014 as memorialized by Resolution No. 6341 ("First Amendment") related to the Developer's proposed master plan and subdivision of its land located between Millen Drive and NM18 as described on Exhibit A ("Developer's Land"). The September 2, 2014 Agreement as modified by the First Amendment is referred to herein as the "Development Agreement".

B. The City, New Mexico Junior College ("NMJC"), Lea County, and the Board of Education of Hobbs Municipal School District ("District") have entered into a Memorandum of Understanding ("MOU") for the development and operation of a Health and Wellness Learning Center ("HWLC") on the approximately 12.89 acres of land described on Exhibit B ("Center Land") that Developer has agreed to convey to the City, NMJC and District. The MOU provides funding sufficient for both the design and construction of the HWLC and funding for on-going operations. With the MOU in place there is no longer an uncertainty as to the future use of the Center Land.

C. The funding from the proceeds of bonds being contributed by NMJC and the District under the MOU for the design and construction of the HWLC requires that the terms of the conveyance of the Center Land be clarified.

D. Specifically, the parties desire to clarify that the Developer is not conveying the Center Land to the City as security for the City's performance of its obligations under the Development Agreement, as modified by this Second Amendment, and that the Developer shall have no interest in the Center Land of any nature whatsoever after it is conveyed to the City, NMJC and the District other than the right of reentry created by the vesting deed.

E. The parties acknowledge that in addition to the Center Land, the approximately 12.10 acres of Public Open Space as shown on the map attached as Exhibit C ("P.O.S") along with the additional right-of-way for Millen Drive and a Public Drainage Area (collectively, the "Property") are to be dedicated or conveyed to the City in exchange for the City's installation of infrastructure improvements under the Development Agreement, as modified by this Second Amendment.

F. As of the date of this Amendment, "City" and "Developer", due to changing conditions and needs, have agreed to the following Amendment. Terms not defined herein shall have the

meaning given in the September 2, 2014 Agreement. Additionally, the recreation complex site, as originally referenced in the September 2, 2014 Agreement, shall be defined as the Health Wellness and Learning Center ("HWLC"). The public drainage area, as originally referenced in the September 2, 2014 Agreement, shall be defined as Public Open Space ("POS").

TERMS OF AMENDMENT

NOW, THEREFORE, in consideration of the above premises and in further consideration of the mutual benefits to be received by the Parties to this agreement, the receipt and sufficiency of which is acknowledged by both Parties, "City" and "Developer" agree to modify the Development Agreement as follows:

1. First Amendment Deleted. The First Amendment is hereby deleted in its entirety.
2. Revisions to September 2, 2014 Agreement. The September 2, 2014 Agreement is revised as follows:

- 2.1. The third paragraph of Section 1 is deleted and replaced in its entirety with the following:

"Conveyance of Property. The City will design and construct the municipal infrastructure serving the Public Drainage Area, P.O.S., as well as the Center Land, in exchange for the Developer deeding the Property to the City free and clear of all liens and encumbrances, subject to the terms of this Agreement. The City will be granted title to the Property after the Subdivision Plat for Developer's Land is approved by the City. The Developer will pay all closing costs for the transaction including the premium for an owner's policy of title insurance. The City will be given a draft title binder for review at least ten (10) days prior to the intended closing date."

- 2.2. A new Section 1A is added as follows:

"Conveyance of Center Land.

A. The Developer prepared the Subdivision Plat for the Center Land, as shown on Exhibit B. Following receipt of a fully executed copy of the MOU, Developer agrees to convey the Center Land to the City, NMJC, and the District, as set forth below. At the direction of the City, the Developer agrees to convey the Center Land to the City, NMJC and the District, in accordance with their percentage ownership under the MOU, free and clear of all liens and encumbrances. The conveyance shall be by a Warranty Deed in the form attached as Exhibit D ("Deed"), which restricts the use of the Center Land to Public Purposes (as defined in the Deed) for a 30-year period and gives the Developer a right of reentry to take back title to the Center Land if the restriction is violated during the 30-year period. The City agrees to develop the Center Land as a HWLC in accordance with the MOU. The closing for the conveyance of the Center Land shall take place (2) business days after the date that the City of Hobbs Resolution No. _____ is adopted. The Developer will pay all closing costs for the transaction including the premium for an owner's policy of title insurance. The City will be given a draft title binder for review at least five

(5) days prior to this closing date, which shall list the City, NMJC and the District as the insureds.

B. If City of Hobbs Resolution No. _____ is subject to a referendum election and is rejected by the voters, then (i) the Developer shall not be required to deed the Center Land to the City, NMJC and the District and (ii) the City shall be relieved of all obligations hereunder with respect to the HWLC, the Center Land and the installation of infrastructure to serve the Center Land or the HWLC.”

2.3. Paragraph 2(A) is hereby deleted and replaced with the following:

“The City and the Developer shall jointly participate in determining the exact placement and location of the municipal infrastructure serving the Center Land and P.O.S and adjoining areas; provided, however, the City shall not be required to obtain the Developer's concurrence with respect to the installation of infrastructure serving the Center Land or to delay the design and construction process related to the HWLC in the event that the City and the Developer do not agree on the exact location for the placement of municipal infrastructure serving the Center Land. Municipal infrastructure serving the Center Land (and HWLC), the P.O.S and adjoining properties, the roadway providing connectivity of the P.O.S. and the Center Land, and the storm water conveyance improvements are estimated to cost Four Million Dollars (\$4,000,000.00). The Developer may construct other projects with infrastructure improvements in addition to the projects intended herein, and the Developer is eligible for any available City infrastructure incentives on those additional projects as approved by the City Commission in future Development Agreements.

2.4. Paragraph 3(A)(3) is hereby deleted and replaced with the following:

“The City will develop the HWLC and appurtenant facilities on the Center Land in accordance with the terms of the MOU.”

2.5. Paragraph 3(B)(1) is modified to add the following: “and deed the Center Land to the City, NMJC and the District as envisioned by this Agreement”.

2.6. Paragraph 7(B) is deleted and replaced with the following:

“The MOU has been approved by the City Commission, the Board of NMJC and the Board of Education of the District and is currently in full force and effect. The City agrees to design and construct the HWLC in accordance with the terms of the MOU.”

2.7. The first paragraph and first two bullet points of Section 9 are deleted. The third, fourth and fifth bullet points of Section 9 are replaced with the following:

- Regardless of whether or not the parties are relieved of their respective obligations with respect to the Center Land and HWLC pursuant to Paragraph

1A(B) above, the remainder of the Agreement shall remain in effect. Without limiting the foregoing, the parties agree that the terms dealing with the following items shall remain in place, to wit:

- Developer has developed the "P.O.S." as specified in Paragraph 3(B)(3) of the September 2, 2014 Agreement, and shall dedicate and convey the same along with those areas on Exhibit C labeled "Proposed Floodwater Conveyance Area". The City shall reimburse the Developer for the fair share cost of the municipal roadway adjacent to the "P.O.S." at the time it is developed at a pro rata front footage amount not to exceed \$180.00 per lineal foot, providing such roadway development occurs within five (5) years after dedication and acceptance of the Proposed Floodwater Conveyance Area and such development (i) meets or exceeds standards in Exhibit #2 of the September 2, 2014 Agreement and (ii) includes the installation of water and sewer mains approved by the City Engineer. The City shall build or cause to be built a municipal roadway from SR 18 (Lovington Hwy) to the proposed Developer Land property line provided that a dedication plat has been produced by the Developer and accepted by the City, dedicating the underlying right-of-way for the proposed crossing and the municipal infrastructure corridor located west of the RR corridor. Upon completion of the RR crossing including all permits and licenses required by the Railroad, the Developer shall pay to the Municipality \$300,000 for the Municipal Railroad Crossing license.
- The Developer has completed improvements of the "P.O.S." within the public drainage area. The City of Hobbs has seeded the "P.O.S." and will accept maintenance of the "P.O.S." and future drainage and open space improvements for municipal beneficial use.

2.8. Section 13 deleted and replaced with the following:

"A. The Developer's obligations under this Agreement shall run with the Developer's Land and shall be binding upon the parties and their respective successors and assigns. A Memorandum of this Agreement may be recorded against the Developer Land. If a Memorandum of this Agreement is recorded, then upon satisfactory performance or payment, as applicable, of the Developer's obligations hereunder, the City agrees to sign and deliver to the Developer upon request a release of the Memorandum of Agreement, in recordable form. Nothing in this Agreement shall be interpreted as creating any lien, encumbrance or other interest for the benefit of the Developer in the Center Land.

B. The City understands that the Developer may seek a federal income tax credit for its dedication or conveyance of the Property and/or the Center Land to the City. However, the dedication or conveyance of the Property and the Center Land are not conditioned upon the Developer being eligible for, or receiving, a federal income tax credit. The City agrees to reasonably cooperate with Developer, at no cost or risk to the City, in order for the Developer to apply for a federal income tax

credit. The City agrees that the Developer may obtain an appraisal of the Property and/or the Center Land, with an appraiser selected by the Developer in its sole discretion, at the Developer's sole cost. The City makes no representation or warranty as to (i) the value of the Property or the Center Land or (ii) the eligibility of dedication or conveyance of the Property or the Center Land for a federal income tax credit."

3. Ratification. All other stipulations and conditions contained within the Development Agreement, as amended hereby, shall remain in full force and effect and are hereby ratified by the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the later date of the parties' signatures below.

CITY

DEVELOPER

City of Hobbs

The Suerte Land Group, LLC

By: _____ Date: _____
Name: Sam D. Cobb
Title: Mayor

By: _____ Date: _____
Name: Johnny D. Cope

Title: Co-Manager

ATTEST:

By: _____ Date: _____

Name: Jane E. McVey

Jan Fletcher, City Clerk

Title: Co-Manager

APPROVED AS TO FORM:

Mike H. Stone, City Attorney

WARRANTY DEED

THE SUERTE LAND GROUP, LLC, a New Mexico limited liability company, also known as Suerte Land Group, LLC ("Grantor"), for consideration paid, grants to the ("Grantees"), (i) the CITY OF HOBBS a local political subdivision of the State of New Mexico ("City") an undivided eighty-two percent (82%) interest; and (ii) to NEW MEXICO JUNIOR COLLEGE, a New Mexico state educational institution ("NMJC") an undivided sixteen and four-tenths percent (16.4%) interest; and (iii) to the BOARD OF EDUCATION OF HOBBS MUNICIPAL SCHOOL DISTRICT, the governing board of a New Mexico local political subdivision ("District") an undivided one and six tenths percent (1.6%) interest in and to the real estate situated in Lea County, New Mexico described on Exhibit A (the "Property"), as tenants in common, with warranty covenants,

SUBJECT TO the condition subsequent that for the thirty (30) year period of time after the date that this Warranty Deed is recorded the Property shall be devoted to governmental uses and public functions ("Public Purposes"). If the Property is used for other than Public Purposes and this condition is violated during such 30-year period, then Grantor has the right, and may elect, to reenter the Property and retake the Property by recording a notice of its election to exercise its right of reentry in the real property records of Lea County, New Mexico any time on or before the date that is ten (10) business days after the expiration of the 30-year period described above. If no such notice is recorded by 5 p.m. Mountain Time on the date that is ten (10) business days after the expiration of the 30-year period described above, the forgoing right of reentry shall be deemed released;

AND FURTHER SUBJECT TO easements, reservations, and restrictions of record affecting the Property and that certain Memorandum Of Understanding among The City of Hobbs, The Board of Education of Hobbs Municipal School District, New Mexico Junior College and Lea County for the design, construction, operation and joint use of a Health Wellness and Learning Center, approved by the City Council of the City of Hobbs, as it may be amended by the parties, a copy of which is on file with the Office of the City Clerk of the City of Hobbs, at City Hall, 200 East Broadway, Hobbs, New Mexico, 88240.

The addresses of the grantees are as follows:

City of Hobbs, 200 East Broadway, Hobbs, New Mexico, 88240

New Mexico Junior College, 1 Thunderbird Circle, Hobbs, NM 88240

Hobbs Municipal Schools, P.O. Box 1030, Hobbs, NM 88241

Dated: _____, 2015

THE SUERTE LAND GROUP, LLC, a New Mexico limited liability company.

By: _____
Name: Johnny D. Cope
Title: Co-Manager

By: _____
Name: Jane E. McVey
Title: Co-Manager

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2015 by Johnny D. Cope, Co-Manager of The Suerte Land Group, LLC, a New Mexico limited liability company, on behalf of said company, Grantor.

Notary Public

My Commission Expires

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2015 by Jane E. McVey, Co-Manager of The Suerte Land Group, LLC, a New Mexico limited liability company, on behalf of said company, Grantor.

Notary Public

My Commission Expires

EXHIBIT A

Legal Description

A tract of land located in the Northwest quarter of Section 17, Township 18 South, Range 38 East, N.M.P.M., City of Hobbs, Lea County, New Mexico, and being more particularly described as follows:

Beginning at a point on the north line of said section, which lies N 89° 10' 42" E a distance of 767.01 feet from the northwest corner of said Section;

then N 89° 10' 42" E a distance of 226.83 feet to a point on the west right of way line of the A. & N. W. R.R. Railroad;

then S 40° 10' 52" E along said right of way a distance of 845.54 feet;

then S 58° 20' 58" W a distance of 303.30 feet;

then N 40° 10' 52" W a distance of 111.66 feet to the beginning of a curve to the left having a radial bearing of N 49° 49' 08" E, a radius of 160.00 feet, a central angle of 50° 38' 26";

then northwesterly along the arc of said curve for a distance of 141.41 feet to the end of said curve;

then S 89° 10' 42" W a distance of 596.88 feet to the beginning of a curve to the right having a radius of 50.00 feet and a central angle of 90° 07' 39";

then northwesterly along the arc of said curve a distance of 78.65 feet to the end of said curve;

then N 00° 41' 39" W a distance of 494.33 feet to the beginning of a curve to the right having a radius of 50.00 feet and a central angle of 89° 52' 21";

then northeasterly along the arc of said curve a distance of 78.43 feet to the end of said curve;

then N 89° 10' 42" E a distance of 202.54 feet;

then N 49° 45' 24" E a distance of 110.23 feet to the point of beginning, containing 12.89 acres more or less.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 21, 2015

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT WITH BLACK GOLD ESTATES, LLC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: August 25, 2015
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: The City of Hobbs is proposing to enter into a Development Agreement with Black Gold Estates, LLC concerning the development of single-family housing units located within the Zia Crossing Subdivision. The developer proposes to produce 42 single-family units and is requesting infrastructure incentives of the maximum amount per DA of \$400,000.00. The attached development agreement is compliant with the 2015 – Market Rate Multi-Family & Single Family Unit Production Municipal Infrastructure Reimbursement – Incentive Program as adopted by Resolution #6248 on January 20, 2015.

Fiscal Impact:

Reviewed By: _____

Finance Department

Adoption of this DA will cause the City to potentially incur a maximum expense of \$400,000.00 for Market Rate Multi-family and Single Family unit production within the 2016 fiscal year. A reclassification of budget within the general fund will be made to cover these expenses. \$400,000 will be added to Single Family Housing #010100-44901-170.

Attachments: Developers Proposal and Development Agreement.

Legal Review:

Approved As To Form: _____

City Attorney

Recommendation:

Staff recommends that the Commission consider approval of the attached Development Agreement.

Approved For Submittal By:

Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 6354.

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH BLACK GOLD ESTATES, LLC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Black Gold Estates, LLC concerning the development of market rate single-family housing; and

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

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

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

PASSED, ADOPTED AND APPROVED this 21st day of September, 2015.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

Black Gold Estates, LLC

4830 N. Zia Crossing Parkway
Hobbs, New Mexico 88240
505-850-7629

Kevin Robinson
City Planner
City of Hobbs
Hobbs, New Mexico 88240

Subject: Infrastructure Incentive at Zia Crossing Units 2, 3 & 4, Phase 1, Hobbs, Lea County, NM

Dear Kevin,

Consider this as a formal request for the Infrastructure Incentive for 42 Lots and Homes, not to exceed \$400,000 in a 12 month period, in Zia Crossing Units 2, 3, and 4, Phase 1, Hobbs, New Mexico.

It is our understanding that you will prepare the Real Estate Agreement between Black Gold Estates, LLC and the City of Hobbs for our signatures.

We would request that this be placed on the agenda for the first commissioners meeting in September 2015.

Respectfully submitted,



Leon Ivie
Project Manager

**HOUSING DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HOBBS AND SINGLE FAMILY HOUSING DEVELOPER**

THIS AGREEMENT is entered into on this 8th day of September 2015 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Black Gold Estates, LLC, 4830 N. Zia Crossing, Hobbs, NM 88240, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

RECITALS:

** The City requires to contract with a Housing Development Company to deliver Single Family Market Rate Housing to the Citizens of Hobbs, New Mexico.

** Developer has submitted a proposal to the City to deliver the required Housing Developer Services work for 42 market rate single-family units within various Subdivisions located within the Municipal Boundaries.

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

A. Work To Be Performed.

1. The Developer shall furnish to the City its Professional Housing Developer Services for certain work regarding the Hobbs Single Family Housing Project. All single family structures completed under this agreement shall be located within the municipal boundaries as per the incentive request proposal, which is attached hereto and made a part of this Agreement as Exhibit #1.

2. Developer shall furnish to City its professional Housing Developer Services as provided by this Agreement. The specific duties include the production and delivering to the public market Single Family Market Rate Housing Units in Hobbs. Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. The Developer shall build 42 Units of market rate housing on the property identified in the Developer's Proposal.

3. Specific activities required are to develop privately owned real property in the City including designing, building and transferring to the public individual market rate single family housing units. The City's subsidy may include any or all of the following funding assistance from the City:

Incentives are available for installed public municipal infrastructure only. Development Agreement must be in place prior to Municipal Acceptance of infrastructure. Existing Developments that have received DA's prior to 2015 are eligible through 12/31/2015.

- a. Incentive not to exceed per square footage basis:
 - i. \$10.00 per sq. ft. north of Sanger
 - ii. \$20.00 per sq. ft. south of Sanger
 - iii. Calculation based on living area only
- b. Incentive not to exceed per unit basis:
 - i. \$10,000.00 per single family unit
 - ii. \$5,000.00 per multi-family unit
- c. Incentive not to exceed fair share per linear foot of infrastructure basis:

- i. \$180.00 per lineal front footage of complete public infrastructure installed, and further broken down as follows:
 1. Water (\$25 / lf):
 - a. Twenty Five (\$25) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
 2. Sewer (\$35 / lf):
 - a. Thirty Five (\$35) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
 3. Street (\$90/ lf):
 - a. Ninety (\$90) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
 4. Sidewalk:
 - a. Thirty (\$30) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

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

B. Payment For Services.

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details and the Developer's proposal, as shown herein. Payment will not be made by the City until the construction of the project has been received and accepted by the City as being in compliance with the plans and City specifications, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed Four Hundred Thousand Dollars (\$400,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.
- 4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

C. Construction Requirements.

Construction shall be of energy-efficient design per New Mexico Energy Conservation Code 2009, utilizing either stucco or brick on the exterior of all buildings.

D. Assignment of Agreement.

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

E. Insurance Requirements and Hold Harmless Provision.

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

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

F. Governing Law and Provisions.

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

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

G. Final Payment and Release of Claims.

1. Developer, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

2. City, upon Developer's final completion of all work items and covenants required of the Developer under this Agreement, shall release the Developer from all liabilities, claims and obligations whatsoever arising from or under this Agreement, on the day that is ten (10) years following the date of the City's issuance of a final certificate of occupancy on the Project.

H. Amendments.

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

G. Breach.

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

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

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

a) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

I. Remedies Upon Breach.

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

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

3. If Developer fails to complete design plans and obtain a City Building Permit for a single family market rate unit within the initial two hundred seventy (270) day period following the execution of this Agreement, this Agreement shall be automatically terminated.

K. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and Black Gold Estates, LLC, 4830 N. Zia Crossing, Hobbs, NM 88240 and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

L. Entire Agreement.

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

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

City of Hobbs

Developer

By: Sam D. Cobb, Mayor

Daniel W. Drifola

By: DANIEL W. DRIFOLA, Developer

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Mike H. Stone, City Attorney

DECLARATION OF RESTRICTIVE COVENANTS
FOR LOT # _____, OF BLOCK # _____ WITHIN
SUBDIVISION

THIS DECLARATION made this _____ day of _____, 20____, by _____.

RECITALS:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and by this reference incorporated herein as the "Property"; and

WHEREAS, Declarant has requested incentive funds from the City of Hobbs, New Mexico, a New Mexico Municipal Corporation; and

WHEREAS, a proviso of receipt of such funds so requested is to restrict certain usage of the property to the benefit of the City.

NOW THEREFORE, Declarant on behalf of themselves, beneficiaries, personal representatives, successors and assigns does hereby make and establish for said property the following restrictive covenant which is to run with the land and shall be binding on all parties hereto, and all persons claiming by, through and under them until 2024.

1. The property as described herein shall not be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time.

IN WITNESS WHEREOF, I hereby set my hand this _____ day of _____, 20____.

Declarant:

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

The foregoing instrument was acknowledged before me on this ___ day of _____, 20__ by _____, to me personally known, who being by me duly sworn did say that he executed the same as his free act and deed.

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

Notary Public _____

My Commission Expires: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 21, 2015

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT WITH ABS HOMES, LLC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: August 25, 2015
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: The City of Hobbs is proposing to enter into a Development Agreement with ABS Homes, LLC concerning the development of single-family housing units located within the Zia Crossing Subdivision. The developer proposes to produce 42 single-family units and is requesting infrastructure incentives of the maximum amount per DA of \$400,000.00. The attached development agreement is compliant with the 2015 – Market Rate Multi-Family & Single Family Unit Production Municipal Infrastructure Reimbursement – Incentive Program as adopted by Resolution #6248 on January 20, 2015.

Fiscal Impact:

Reviewed By: 
Finance Department

Adoption of this DA will cause the City to potentially incur a maximum expense of \$400,000.00 for Market Rate Multi-family and Single Family unit production within the 2016 fiscal year. A reclassification of budget within the general fund will be made to cover these expenses. \$400,000 will be added to Single Family Housing #010100-44901-170.

Attachments: Developers Proposal and Development Agreement.

Legal Review:

Approved As To Form:

City Attorney

Recommendation:

Staff recommends that the Commission consider approval of the attached Development Agreement.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

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

CITY OF HOBBS

RESOLUTION NO. 6355

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH ABS HOMES, LLC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with ABS Homes, LLC concerning the development of market rate single-family housing; and

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

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

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

PASSED, ADOPTED AND APPROVED this 21st day of September, 2015.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk



4914 W. Big Red Rd
Hobbs, NM 88240
Phone: 575-492-0575
Fax: 575-964-8953
www.absnm.com

August 18, 2015

Kevin Robinson
City Planner
City of Hobbs
Hobbs, NM 88240

Subject: Infrastructure Incentive at Zia Crossing Unit 2, Phase 1, Hobbs, Lea County, NM

Dear Kevin,

Consider this as a formal request for the Infrastructure Incentive for 42 Lots and Homes, not to exceed \$400,000 in a 12 month period, in Zia Crossing Unit 2, Phase 1, Hobbs, New Mexico.

It is our understanding that you will prepare the Real Estate Agreement between ABS Homes, LLC and the City of Hobbs for our signatures.

We would request that this be placed on the agenda for the first commissioners meeting in September 2015.

Respectfully Submitted,

Jessie Stuard
Owner, ABS Homes, LLC

It's Your Home....Demand Quality....We Deliver!



**HOUSING DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HOBBS AND SINGLE FAMILY HOUSING DEVELOPER**

THIS AGREEMENT is entered into on this 8th day of September 2015 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and ABS Homes, LLC, 4914 W. Big Red Road, Hobbs, NM 88240, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

RECITALS:

** The City requires to contract with a Housing Development Company to deliver Single Family Market Rate Housing to the Citizens of Hobbs, New Mexico.

** Developer has submitted a proposal to the City to deliver the required Housing Developer Services work for 42 market rate single-family units within various Subdivisions located within the Municipal Boundaries.

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

A. Work To Be Performed.

1. The Developer shall furnish to the City its Professional Housing Developer Services for certain work regarding the Hobbs Single Family Housing Project. All single family structures completed under this agreement shall be located within the municipal boundaries as per the incentive request proposal, which is attached hereto and made a part of this Agreement as Exhibit #1.

2. Developer shall furnish to City its professional Housing Developer Services as provided by this Agreement. The specific duties include the production and delivering to the public market Single Family Market Rate Housing Units in Hobbs. Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. The Developer shall build 42 Units of market rate housing on the property identified in the Developer's Proposal.

3. Specific activities required are to develop privately owned real property in the City including designing, building and transferring to the public individual market rate single family housing units. The City's subsidy may include any or all of the following funding assistance from the City:

Incentives are available for installed public municipal infrastructure only. Development Agreement must be in place prior to Municipal Acceptance of infrastructure. Existing Developments that have received DA's prior to 2015 are eligible through 12/31/2015.

- a. Incentive not to exceed per square footage basis:
 - i. \$10.00 per sq. ft. north of Sanger
 - ii. \$20.00 per sq. ft. south of Sanger
 - iii. Calculation based on living area only
- b. Incentive not to exceed per unit basis:
 - i. \$10,000.00 per single family unit
 - ii. \$5,000.00 per multi-family unit
- c. Incentive not to exceed fair share per linear foot of infrastructure basis:

- i. \$180.00 per lineal front footage of complete public infrastructure installed, and further broken down as follows:
 1. Water (\$25 / lf):
 - a. Twenty Five (\$25) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
 2. Sewer (\$35 / lf):
 - a. Thirty Five (\$35) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
 3. Street (\$90/ lf):
 - a. Ninety (\$90) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
 4. Sidewalk:
 - a. Thirty (\$30) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

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

B. Payment For Services.

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details and the Developer's proposal, as shown herein. Payment will not be made by the City until the construction of the project has been received and accepted by the City as being in compliance with the plans and City specifications, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed Four Hundred Thousand Dollars (\$400,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.
- 4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

C. Construction Requirements.

Construction shall be of energy-efficient design per New Mexico Energy Conservation Code 2009, utilizing either stucco or brick on the exterior of all buildings.

D. Assignment of Agreement.

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

E. Insurance Requirements and Hold Harmless Provision.

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

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

F. Governing Law and Provisions.

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

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

G. Final Payment and Release of Claims.

1. Developer, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

2. City, upon Developer's final completion of all work items and covenants required of the Developer under this Agreement, shall release the Developer from all liabilities, claims and obligations whatsoever arising from or under this Agreement, on the day that is ten (10) years following the date of the City's issuance of a final certificate of occupancy on the Project.

H. Amendments.

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

G. Breach.

1. The following events constitute a breach of this Agreement by Developer:
 - a) Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
2. The following events constitute a breach of this Agreement by City:
 - a) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

I. Remedies Upon Breach.

1. Any party may sue to collect any and all damages that may accrue by virtue of the breach of this Agreement.
2. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement.
3. If Developer fails to complete design plans and obtain a City Building Permit for a single family market rate unit within the initial two hundred seventy (270) day period following the execution of this Agreement, this Agreement shall be automatically terminated.

K. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and ABS Homes, LLC, 4914 W. Big Red Road, Hobbs, NM 88240 and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

L. Entire Agreement.

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

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

City of Hobbs

Developer

By: Sam D. Cobb, Mayor



By: Jessie Stuard, Owner

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Mike H. Stone, City Attorney

DECLARATION OF RESTRICTIVE COVENANTS
FOR LOT # _____ OF BLOCK # _____ WITHIN
_____ SUBDIVISION

THIS DECLARATION made this _____ day of _____, 20____, by _____.

RECITALS:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and by this reference incorporated herein as the "Property"; and

WHEREAS, Declarant has requested incentive funds from the City of Hobbs, New Mexico, a New Mexico Municipal Corporation; and

WHEREAS, a proviso of receipt of such funds so requested is to restrict certain usage of the property to the benefit of the City.

NOW THEREFORE, Declarant on behalf of themselves, beneficiaries, personal representatives, successors and assigns does hereby make and establish for said property the following restrictive covenant which is to run with the land and shall be binding on all parties hereto, and all persons claiming by, through and under them until 2024.

1. The property as described herein shall not be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time.

IN WITNESS WHEREOF, I hereby set my hand this _____ day of _____, 20____.

Declarant:

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

The foregoing instrument was acknowledged before me on this ___ day of _____, 20__ by _____, to me personally known, who being by me duly sworn did say that he executed the same as his free act and deed.

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

Notary Public _____

My Commission Expires: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM


MEETING DATE: September 21, 2015

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT WITH FRENCH BROTHERS, INC CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: August 25, 2015
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: The City of Hobbs is proposing to enter into a Development Agreement with French Brothers, Inc concerning the development of single-family housing units located within the Zia Crossing Subdivision. The developer proposes to produce 42 single-family units and is requesting infrastructure incentives of the maximum amount per DA of \$400,000.00. The attached development agreement is compliant with the 2015 – Market Rate Multi-Family & Single Family Unit Production Municipal Infrastructure Reimbursement – Incentive Program as adopted by Resolution #6248 on January 20, 2015.


Fiscal Impact:

Reviewed By: 
Finance Department

Adoption of this DA will cause the City to potentially incur a maximum expense of \$400,000.00 for Market Rate Multi-family and Single Family unit production within the 2016 fiscal year. A reclassification of budget within the general fund will be made to cover these expenses. \$400,000 will be added to Single Family Housing #010100-44901-170.

Attachments: Developers Proposal and Development Agreement.

Legal Review:

Approved As To Form:

City Attorney

Recommendation:

Staff recommends that the Commission consider approval of the attached Development Agreement.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6356

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH FRENCH BROTHERS, INC. CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with French Brothers, Inc. concerning the development of market rate single-family housing; and

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

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

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

PASSED, ADOPTED AND APPROVED this 21st day of September, 2015.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk



August 18, 2015

Kevin Robinson
City Planner
City of Hobbs
Hobbs, NM 88240

Subject: Infrastructure Incentive at Zia Crossing Unit 3, Phase 1, Hobbs, Lea County, NM

Dear Kevin,

Consider this as a formal request for the Infrastructure Incentive for 42 Lots and Homes, not to exceed \$400,000 in a 12 month period, in Zia Crossing Unit 3, Phase 1, Hobbs, New Mexico.

It is our understanding that you will prepare the Real Estate Agreement between French Brothers, Inc. and the City of Hobbs for our signatures.

We would request that this be placed on the agenda for the first commissioners meeting in September 2015.

Respectfully Submitted,

Tommy French
Owner, French Brothers, Inc.

PO BOX 593
ALAMOGORDO
NM 88310

575.437.7134

FRENCHBROTHERS.COM

The Dreambuilders

**HOUSING DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HOBBS AND SINGLE FAMILY HOUSING DEVELOPER**

THIS AGREEMENT is entered into on this 8th day of September 2015 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and French Brothers, Inc, PO Box 593, Alamogordo, NM 88311, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

RECITALS:

** The City requires to contract with a Housing Development Company to deliver Single Family Market Rate Housing to the Citizens of Hobbs, New Mexico.

** Developer has submitted a proposal to the City to deliver the required Housing Developer Services work for 42 market rate single-family units within various Subdivisions located within the Municipal Boundaries.

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

A. Work To Be Performed.

1. The Developer shall furnish to the City its Professional Housing Developer Services for certain work regarding the Hobbs Single Family Housing Project. All single family structures completed under this agreement shall be located within the municipal boundaries as per the incentive request proposal, which is attached hereto and made a part of this Agreement as Exhibit #1.

2. Developer shall furnish to City its professional Housing Developer Services as provided by this Agreement. The specific duties include the production and delivering to the public market Single Family Market Rate Housing Units in Hobbs. Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. The Developer shall build 42 Units of market rate housing on the property identified in the Developer's Proposal.

3. Specific activities required are to develop privately owned real property in the City including designing, building and transferring to the public individual market rate single family housing units. The City's subsidy may include any or all of the following funding assistance from the City:

Incentives are available for installed public municipal infrastructure only. Development Agreement must be in place prior to Municipal Acceptance of infrastructure. Existing Developments that have received DA's prior to 2015 are eligible through 12/31/2015.

a. Incentive not to exceed per square footage basis:

i. \$10.00 per sq. ft. north of Sanger

ii. \$20.00 per sq. ft. south of Sanger

iii. Calculation based on living area only

b. Incentive not to exceed per unit basis:

i. \$10,000.00 per single family unit

ii. \$5,000.00 per multi-family unit

c. Incentive not to exceed fair share per linear foot of infrastructure basis:

- i. \$180.00 per lineal front footage of complete public infrastructure installed, and further broken down as follows:
 1. Water (\$25 / lf):
 - a. Twenty Five (\$25) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
 2. Sewer (\$35 / lf):
 - a. Thirty Five (\$35) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
 3. Street (\$90/ lf):
 - a. Ninety (\$90) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
 4. Sidewalk:
 - a. Thirty (\$30) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

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

B. Payment For Services.

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details and the Developer's proposal, as shown herein. Payment will not be made by the City until the construction of the project has been received and accepted by the City as being in compliance with the plans and City specifications, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed Four Hundred Thousand Dollars (\$400,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.
- 4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

2. City, upon Developer's final completion of all work items and covenants required of the Developer under this Agreement, shall release the Developer from all liabilities, claims and obligations whatsoever arising from or under this Agreement, on the day that is ten (10) years following the date of the City's issuance of a final certificate of occupancy on the Project.

H. Amendments.

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

G. Breach.

1. The following events constitute a breach of this Agreement by Developer:
 - a) Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
2. The following events constitute a breach of this Agreement by City:
 - a) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

I. Remedies Upon Breach.

1. Any party may sue to collect any and all damages that may accrue by virtue of the breach of this Agreement.
2. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement.
3. If Developer fails to complete design plans and obtain a City Building Permit for a single family market rate unit within the initial two hundred seventy (270) day period following the execution of this Agreement, this Agreement shall be automatically terminated.

K. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and French Brothers, Inc, PO Box 593, Alamogordo, NM 88311 and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

L. Entire Agreement.

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

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

City of Hobbs

Developer

By: Sam D. Cobb, Mayor

By: *President*
French Brothers

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Mike H. Stone, City Attorney

DECLARATION OF RESTRICTIVE COVENANTS
FOR LOT # _____ OF BLOCK # _____ WITHIN
_____ SUBDIVISION

THIS DECLARATION made this _____ day of _____, 20 __, by _____.

RECITALS:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and by this reference incorporated herein as the "Property"; and

WHEREAS, Declarant has requested incentive funds from the City of Hobbs, New Mexico, a New Mexico Municipal Corporation; and

WHEREAS, a proviso of receipt of such funds so requested is to restrict certain usage of the property to the benefit of the City.

NOW THEREFORE, Declarant on behalf of themselves, beneficiaries, personal representatives, successors and assigns does hereby make and establish for said property the following restrictive covenant which is to run with the land and shall be binding on all parties hereto, and all persons claiming by, through and under them until 2024.

1. The property as described herein shall not be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time.

IN WITNESS WHEREOF, I hereby set my hand this _____ day of _____, 20 __.

Declarant:

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

The foregoing instrument was acknowledged before me on this ___ day of _____, 20__ by _____, to me personally known, who being by me duly sworn did say that he executed the same as his free act and deed.

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

Notary Public _____

My Commission Expires: _____



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 21, 2015

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT WITH CRV INVESTMENTS, LLC CONCERNING THE DEVELOPMENT OF MARKET RATE MULTI-FAMILY RENTAL HOUSING, LOCATED SOUTHWEST OF THE INTERSECTION OF E. BENDER BOULEVARD & RANCLAND.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: August 25, 2015
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: The City of Hobbs is proposing to enter into a Development Agreement with CRV Investments, LLC concerning the development of multi-family rental housing units located southwest of the intersection of E. Bender Boulevard & Ranchland. The developer proposes to produce 240 multi-family market rate rental units and is requesting infrastructure incentives of the maximum amount per DA of \$400,000.00. The attached development agreement is compliant with the 2015 – Market Rate Multi-Family & Single Family Unit Production Municipal Infrastructure Reimbursement – Incentive Program as adopted by Resolution #6248 on January 20, 2015.


Fiscal Impact:

Reviewed By: 
Finance Department

Adoption of this DA will cause the City to potentially incur a maximum expense of \$400,000.00 for Market Rate Multi-family and Single Family unit production within the 2016 fiscal year. A reclassification of budget within the general fund will be made to cover these expenses. \$400,000 will be added to Single Family Housing #010100-44901-170.

Attachments: Developers Proposal and Development Agreement.

Legal Review:

Approved As To Form:

City Attorney

Recommendation:

Staff recommends that the Commission consider approval of the attached Development Agreement.

Approved For Submittal By:


Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6357.

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH CRV INVESTMENTS, LLC CONCERNING THE DEVELOPMENT OF MARKET RATE MULTI-FAMILY RENTAL HOUSING, LOCATED SOUTHWEST OF THE INTERSECTION OF E. BENDER AND RANCLAND.

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

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

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

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

PASSED, ADOPTED AND APPROVED this 21st day of September, 2015.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

Request to Establish a Development Agreement

between CRV Investments LLC and the City of Hobbs

PROJECT DESCRIPTION

The project will involve the development of 240 apartments which will include a club house with an exercise room and a pool.

Apartment units will be constructed in size from 680 square feet to 1200 square feet. 2/3 of the units will be one bedroom and the balance two bedroom. Attached is a front elevation picture along with a composite floor plan for the typical building.

PROJECT NARRATIVE

The project will be developed by Ryan Voorhees under the name of "CRV investments LLC." Voorhees has been in the construction and development business for 25 years and has successfully developed over 30 sub divisions, from raw land to build out. These projects include the development of over 2000 commercial and residential lots.

Home construction is done under the name of "Gold Creek homes" details of the company and current projects, may be seen on the web site named "goldcreekhomes.com".

FINANCIAL STATEMENT

Ryan Voorhees wholly owns the operating entities which are private corporations. The project will be self financed. Financial information may be provided at a future date but are generally held confidential.

PROPOSED PROJECT BUDGET

Project construction budgets will be supplied if needed

APPLICANT INFORMATION

Ryan Voorhees will be the sole owner of Gold Creek Homes and CRV Investments LLC. Voorhees and his related entities have never defaulted on any bond or loan, at any time past or present.

INFRASTRUCTURE NEEDED

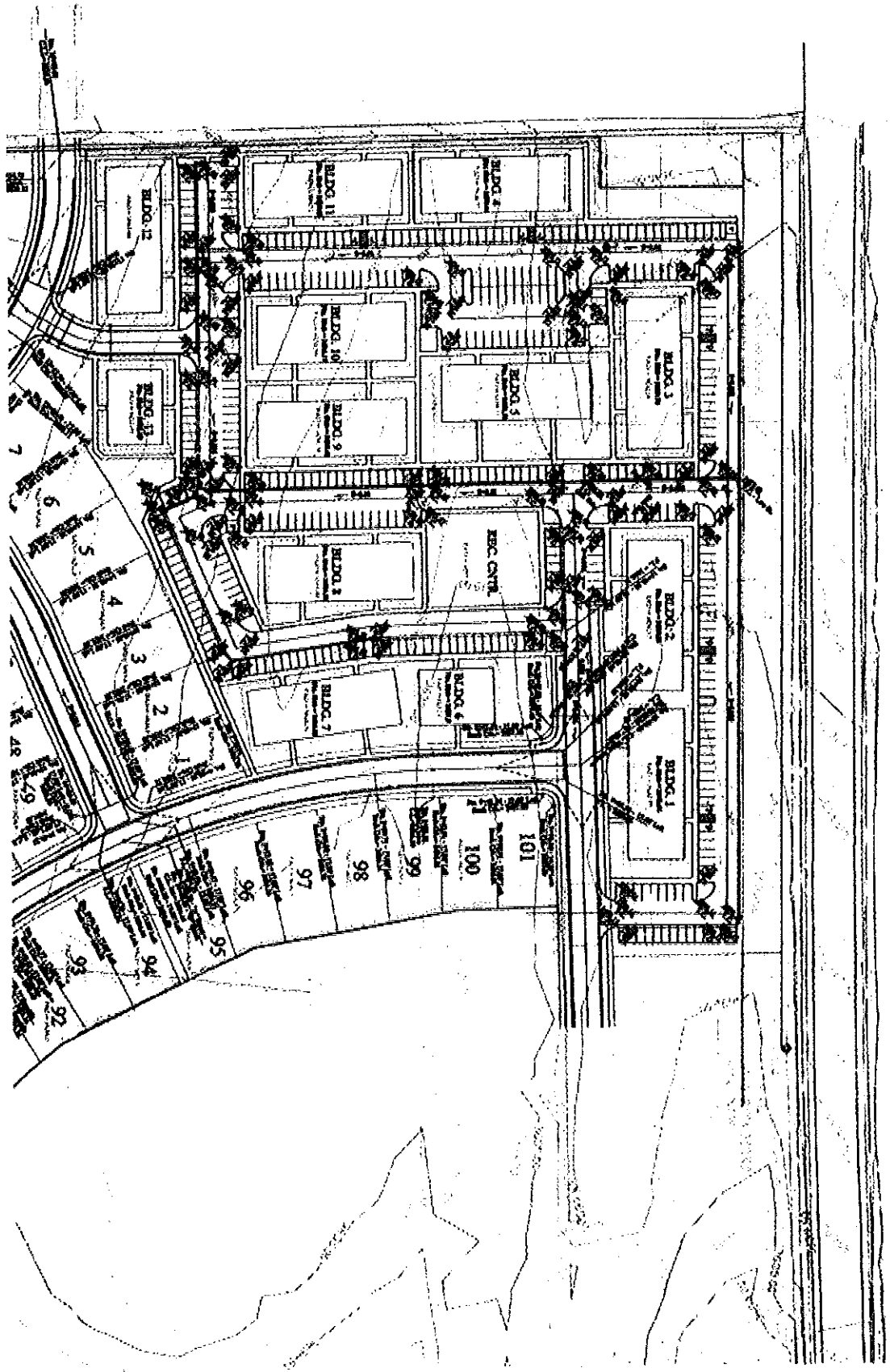
The project will include public utilities that will lie within a dedicated Public Utility Easement

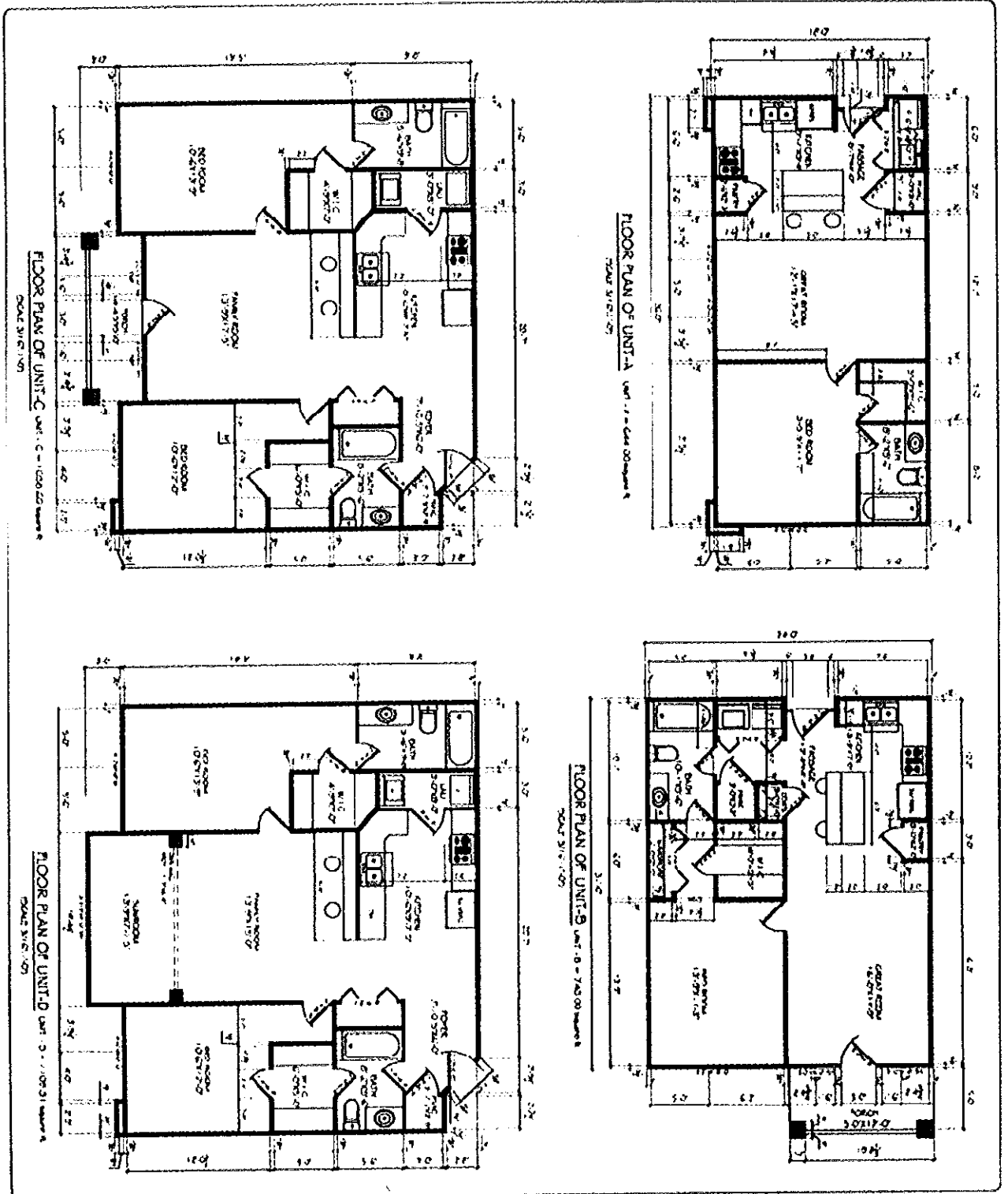
We hereby request that this project be considered for infrastructure credits for the access road into the project and the public utility extensions within the project.


C. Ryan Voorhees

date

8/21/15





FLOOR PLAN OF UNIT C UNIT C - 1000 SQ. FT. AREA

FLOOR PLAN OF UNIT A UNIT A - 600 SQ. FT. AREA

FLOOR PLAN OF UNIT B UNIT B - 700 SQ. FT. AREA

FLOOR PLAN OF UNIT D UNIT D - 1000 SQ. FT. AREA

A4
of 4

DATE: 10/15/70
SCALE: AS SHOWN
BY: J. H. HARRIS

VALLEY SPRINGS
GOLD CREEK HOMES

TITLE:
UNIT PLAN A, B, C
& D

VALLEY SPRINGS
GOLD CREEK HOMES
4000 GY RD
GUY
LA 70063

NO. 1000

**HOUSING DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HOBBS AND MULTI-FAMILY HOUSING DEVELOPER**

THIS AGREEMENT is entered into on this ____ day of _____ 2015 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and CRV Investments LLC, 801 Briarwood Street, Weatherford, Texas 76087, (hereinafter "Developer") for the purpose of completing Housing Developer Services to be provided to the City.

RECITALS:

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

** Developer has submitted a written proposal dated August 24, 2015 to the City to complete the required Housing Developer Services work for 240 market rate multi-family rental units upon developer's property.

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

A. Work To Be Performed.

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

2. Developer shall furnish to City its professional Housing Developer Services as provided by this Agreement. The specific duties include all assistance as necessary to produce Market Rate Multi-Family Rental Housing Units in Hobbs. The Developer shall build 240 Units of market rate multi-family rental housing upon developer's property.

3. Specific activities required are to develop privately owned real property in the City including designing, building and transferring to the public market rate multi-family rental housing units. The City's participation may include any or all of the following funding assistance from the City:

Incentives are available for installed public municipal infrastructure only. Development Agreement must be in place prior to Municipal Acceptance of infrastructure. Existing Developments that have received DA's prior to 2015 are eligible through 12/31/2015.

a. Incentive not to exceed per square footage basis:

- i. \$10.00 per sq. ft. north of Sanger
- ii. \$20.00 per sq. ft. south of Sanger
- iii. Calculation based on living area only

b. Incentive not to exceed per unit basis:

- i. \$10,000.00 per single family unit
- ii. \$5,000.00 per multi-family unit

c. Incentive not to exceed fair share per linear foot of infrastructure basis:

- i. \$180.00 per lineal front footage of complete public infrastructure installed, and further broken down as follows:

1. **Water** (\$25 / lf):

- a. Twenty Five (\$25) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);

2. **Sewer** (\$35 / lf):

- a. Thirty Five (\$35) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
3. **Street** (\$90/ lf):
 - a. Ninety (\$90) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
4. **Sidewalk:**
 - a. Thirty (\$30) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

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

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

B. Payment For Services.

1. The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details and the Developer's proposal, as shown herein. Payment will not be made by the City until the construction of the project has been received and accepted by the City as being in compliance with the plans and City specifications, based on this Agreement.
2. The maximum total compensation to be paid to the Developer during the term of this Agreement shall not exceed Four Hundred Thousand Dollars (\$400,000.00), unless the Agreement is amended by the City Commission.
3. City subsidy shall be paid when project is complete and certificate of occupancy is issued. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion. The Developer may request a separate payment for each separate multi-family building unit within a development as each separate multi-family building unit is issued a certificate of occupancy.

C. Construction Requirements.

Construction shall be of energy-efficient design per New Mexico Energy Conservation Code 2009.

D. Assignment of Agreement.

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

E. Insurance Requirements and Hold Harmless Provision.

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

F. Governing Law and Provisions.

1. This Agreement shall be governed by the laws of the State of New Mexico. Jurisdiction and venue relating to any litigation or dispute arising out of this Agreement shall be in the District Court of Lea County, New Mexico, only. If any part of this contract shall be deemed in violation of the laws or Constitution of New Mexico, only such part thereof shall be thereby invalidated, and all other parts hereof shall remain valid and enforceable.
2. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement, including the expenses of in house counsel.

G. Final Payment and Release of Claims.

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

H. Amendments.

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



I. Breach.

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

- a) Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
- b) Developer's obtain a City Building Permit within the initial one hundred twenty (120) day period following the execution of this Agreement.
- c) Developer's failure to obtain a certificate of occupancy for any unit within the initial three hundred sixty five (365) day period following the execution of this Agreement.

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

- a) City's failure to process and complete the review of the design and construction plans, following complete submittal of all required documents, or the failure to issue a Building Permit so that Developer's project is unreasonably delayed.
- b) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

J. Remedies Upon Breach.

1. Any party may sue to collect any and all damages that may accrue by virtue of the breach of this Agreement.
2. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement.
3. If Developer fails to obtain a City Building Permit within the initial one hundred twenty (120) day period following the execution of this Agreement, this Agreement shall be automatically terminated.
4. If Developer fails to obtain a certificate of occupancy for any unit within the initial three hundred sixty five (365) day period following the execution of this Agreement, the City Manager may authorize one sixty (60) day extension period. If certificates of occupancy are not obtained at the end of the sixty day extension, this Agreement shall be automatically terminated.

K. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN: CRV Investments LLC, 801 Briarwood Street, Weatherford, Texas 76087, and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.



L. Entire Agreement.


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

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

City of Hobbs

Developer

By: Samuel D. Cobb, Mayor



By: Ryan Voorhees

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Mike H. Stone, City Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 21, 2015

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT WITH GOLD CREEK HOMES CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY HOUSING.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: August 25, 2015
SUBMITTED BY: Kevin Robinson – Planning Department

Summary: The City of Hobbs is proposing to enter into a Development Agreement with Gold Creek Homes concerning the development of single-family housing units located within the Homestead Estates Subdivision. The developer proposes to produce 40 single-family units and is requesting infrastructure incentives of the maximum amount per DA of \$400,000.00. The attached development agreement is compliant with the 2015 – Market Rate Multi-Family & Single Family Unit Production Municipal Infrastructure Reimbursement – Incentive Program as adopted by Resolution #6248 on January 20, 2015.

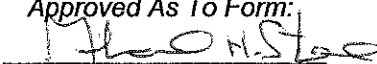
Fiscal Impact:

Reviewed By: 
Finance Department

Adoption of this DA will cause the City to potentially incur a maximum expense of \$400,000.00 for Market Rate Multi-family and Single Family unit production within the 2016 fiscal year. A reclassification of budget within the general fund will be made to cover these expenses. \$400,000 will be added to Single Family Housing #010100-44901-170.

Attachments: Developers Proposal and Development Agreement.


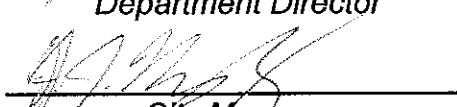
Legal Review:

Approved As To Form:

City Attorney

Recommendation:

Staff recommends that the Commission consider approval of the attached Development Agreement.

Approved For Submittal By:


Department Director

City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6358

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH GOLD CREEK HOMES CONCERNING THE DEVELOPMENT OF MARKET RATE SINGLE-FAMILY.

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Gold Creek Homes concerning the development of market rate single-family housing; and

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

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

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

PASSED, ADOPTED AND APPROVED this 21st day of September, 2015.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

Request to Establish a Development Agreement

Gold Creek Homes and the City of Hobbs

PROJECT DESCRIPTION

The project will involve the development of a 102 unit subdivision. The first phase of which will include 40 lots. This request will involve phase one, for 40 lots.

The homes to be built will be similar to what our company has built in the past. This project will include updates on these plans such as 8 foot tall doors, block fences and vaulted ceilings.

Plans will range from 1430 to 2260 square feet, all one story. Pricing will range from approximately \$170,000 to \$230,000.

Our desire is to deliver a quality product while keeping most of the sale prices below \$200,000.

PROJECT NARRATIVE

The project will be built by Gold Creek Homes. Gold Creek Homes is owned solely by Ryan Voorhees. Voorhees has been in the construction and development business for 25 years and has successfully developed over 30 subdivisions, from raw land to build out. These projects include the development of over 2000 commercial and residential lots.

FINANCIAL STATEMENT

Ryan Voorhees wholly owns the operating entities which are private corporations. The project will be self financed. Financial information may be provided at a future date but are generally held confidential.

PROPOSED PROJECT BUDGET

Project construction budgets will be supplied if needed

APPLICANT INFORMATION

Ryan Voorhees will be the sole owner of Gold Creek Homes.

Voorhees and his related entities have never defaulted on any bond or loan, at any time past or present.

INFRASTRUCTURE NEEDED

The project will include public road ways and public utilities that will lie within a dedicated Public Utility Easement

We hereby request that this project be considered for infrastructure credits.

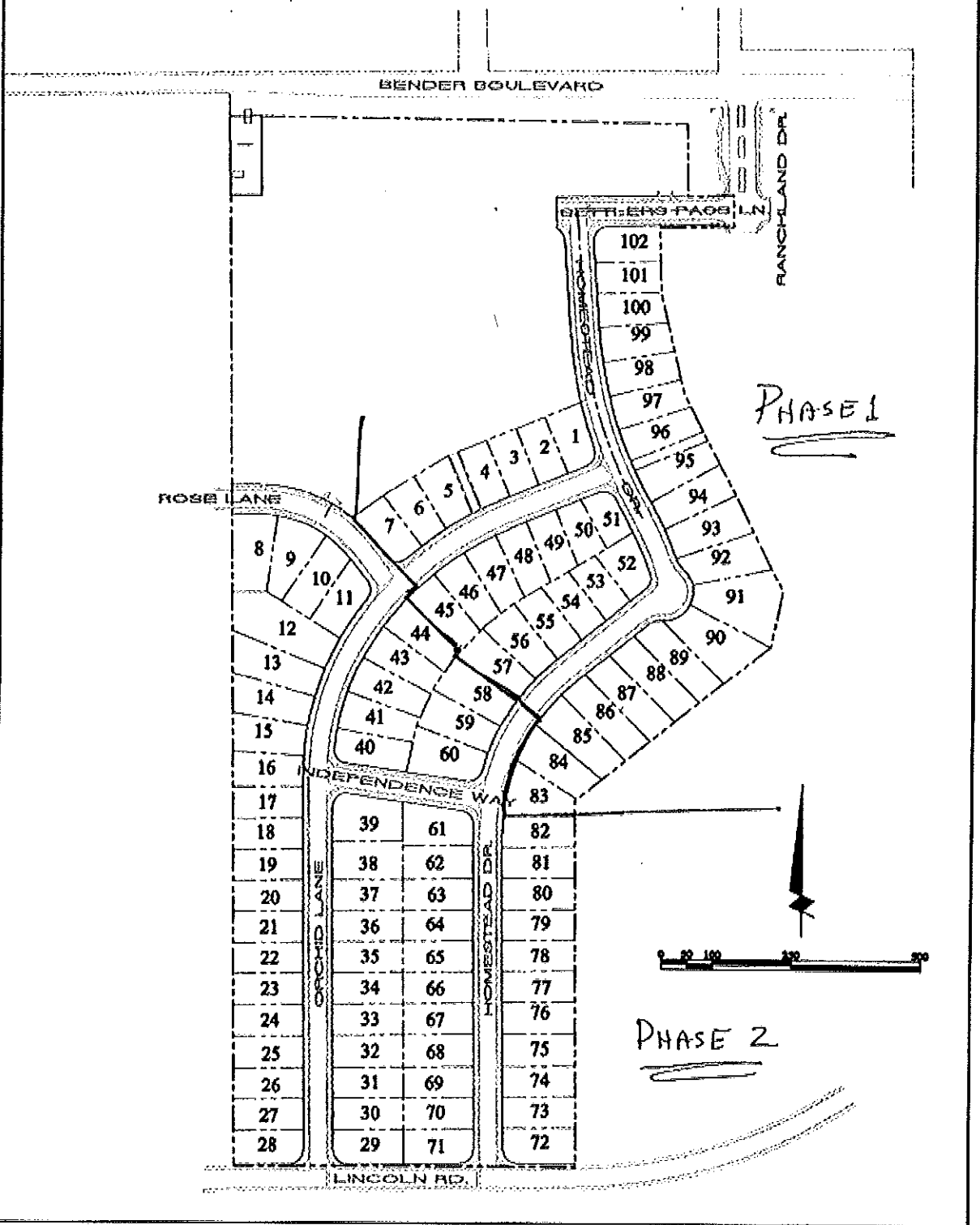


7/24/15

C. Ryan Voorhees

date

HOMESTEAD ESTATES



**HOUSING DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF HOBBS AND SINGLE FAMILY HOUSING DEVELOPER**

THIS AGREEMENT is entered into on this 8th day of September 2015 by and between the City Of Hobbs, New Mexico, a municipal corporation (hereinafter "City"); and Gold Creek Homes, 28082 Nicholis Rd., Galt, California 95632, (hereinafter "Developer") for the purpose of delivering Housing Developer Services to be provided to the City.

RECITALS:

** The City requires to contract with a Housing Development Company to deliver Single Family Market Rate Housing to the Citizens of Hobbs, New Mexico.

** Developer has submitted a proposal to the City to deliver the required Housing Developer Services work for 42 market rate single-family units within various Subdivisions located within the Municipal Boundaries.

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

A. Work To Be Performed.

1. The Developer shall furnish to the City its Professional Housing Developer Services for certain work regarding the Hobbs Single Family Housing Project. All single family structures completed under this agreement shall be located within the municipal boundaries as per the incentive request proposal, which is attached hereto and made a part of this Agreement as Exhibit #1.

2. Developer shall furnish to City its professional Housing Developer Services as provided by this Agreement. The specific duties include the production and delivering to the public market Single Family Market Rate Housing Units in Hobbs. Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. The Developer shall build 42 Units of market rate housing on the property identified in the Developer's Proposal.

3. Specific activities required are to develop privately owned real property in the City including designing, building and transferring to the public individual market rate single family housing units. The City's subsidy may include any or all of the following funding assistance from the City:

Incentives are available for installed public municipal infrastructure only. Development Agreement must be in place prior to Municipal Acceptance of infrastructure. Existing Developments that have received DA's prior to 2015 are eligible through 12/31/2015.

- a. Incentive not to exceed per square footage basis:
 - i. \$10.00 per sq. ft. north of Sanger
 - ii. \$20.00 per sq. ft. south of Sanger
 - iii. Calculation based on living area only
- b. Incentive not to exceed per unit basis:
 - i. \$10,000.00 per single family unit
 - ii. \$5,000.00 per multi-family unit
- c. Incentive not to exceed fair share per linear foot of infrastructure basis:

- i. \$180.00 per lineal front footage of complete public infrastructure installed, and further broken down as follows:
 1. Water (\$25 / lf):
 - a. Twenty Five (\$25) per equivalent front foot of lot to which water service is provided (8" minimum service single family & 10" minimum service for multi-family);
 2. Sewer (\$35 / lf):
 - a. Thirty Five (\$35) per equivalent front foot of lot to which sewer service is provided (8" minimum service single family & 10" minimum service for multi-family);
 3. Street (\$90/ lf):
 - a. Ninety (\$90) per equivalent front foot of lot to which street is provided (built to Minor Residential standards as promulgated within the City of Hobbs Major Thoroughfare Plan);
 4. Sidewalk:
 - a. Thirty (\$30) per equivalent front foot of lot to which sidewalk (includes driveway with ADA accessible path) is provided;

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

B. Payment For Services.

- 1) The City shall pay for said services at the rates agreed to and as specified above in the Infrastructure details and the Developer's proposal, as shown herein. Payment will not be made by the City until the construction of the project has been received and accepted by the City as being in compliance with the plans and City specifications, based on this Agreement.
- 2) The total compensation to be paid to the Developer during the term of this Agreement shall not exceed Four Hundred Thousand Dollars (\$400,000.00), unless the Agreement is amended by the City Commission.
- 3) City subsidy shall be paid when each individual single family unit is complete and certificate of occupancy is issued. Payment will be made within fifteen (15) days following a written request from the Developer and upon City inspection of project completion.
- 4) Produced Units receiving an infrastructure incentive reimbursement shall not now or in the future be utilized in a pecuniary manner by renting, leasing, exchanging or bartering habitation privileges to the property for a period of no less than 30 days at a time. Such usage either now or in the future, for a period not to exceed 10 years from date of Issuance of a C.O., shall require Developer to return any incentive funds received for any unit thus utilized, upon demand by the City. Developer shall record a "Declaration of Restrictive Covenants", attached hereto as Exhibit 2, to restrict such usage and to notify parties involved in future conveyances.

C. Construction Requirements.

Construction shall be of energy-efficient design per New Mexico Energy Conservation Code 2009, utilizing either stucco or brick on the exterior of all buildings.

D. Assignment of Agreement.

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

E. Insurance Requirements and Hold Harmless Provision.

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

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

F. Governing Law and Provisions.

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

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

G. Final Payment and Release of Claims.

1. Developer, upon final payment of all amounts due under this Agreement, releases the City and its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

2. City, upon Developer's final completion of all work items and covenants required of the Developer under this Agreement, shall release the Developer from all liabilities, claims and obligations whatsoever arising from or under this Agreement, on the day that is ten (10) years following the date of the City's issuance of a final certificate of occupancy on the Project.



H. Amendments.

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

G. Breach.

1. The following events constitute a breach of this Agreement by Developer:
 - a) Developer's failure to perform or comply with any of the terms, conditions or provisions of this Agreement.
2. The following events constitute a breach of this Agreement by City:
 - a) City's failure to perform or comply with any of the terms, conditions or provisions of this Agreement, including making timely and appropriate payments to the Developer.

I. Remedies Upon Breach.

1. Any party may sue to collect any and all damages that may accrue by virtue of the breach of this Agreement.
2. If any party is found by a court to have breached this Agreement, the breaching party agrees to pay all reasonable costs, attorney's fees and expenses that shall be made or incurred by another party in enforcing any covenant or provision of this Agreement.
3. If Developer fails to complete design plans and obtain a City Building Permit for a single family market rate unit within the initial two hundred seventy (270) day period following the execution of this Agreement, this Agreement shall be automatically terminated.

K. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by regular mail, postage prepaid, to the City, ATTN: City Attorney, 200 E. Broadway, Hobbs, NM 88240; to Developer ATTN and Gold Creek Homes, 28082 Nicholis Rd., Galt, California 95632 and to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

L. Entire Agreement.

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

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

City of Hobbs

Developer

By: Sam D. Cobb, Mayor

By: *C. RYAN Voorhes*

ATTEST:

APPROVED AS TO FORM:

JAN FLETCHER, City Clerk

Mike H. Stone, City Attorney



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 21, 2015

SUBJECT: CONSIDERATION TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN DAGGER DRAW LLC, AND THE CITY OF HOBBS.

DEPT. OF ORIGIN: Engineering Division
DATE SUBMITTED: September 14, 2015
SUBMITTED BY: Todd Randall - Engineering Department

Summary: The City of Hobbs is proposing to enter into a Development Agreement with Dagger Draw, LLC concerning the development of Goings Road an undeveloped roadway located east of Pilot's retail fuel center.

Fiscal Impact:

Reviewed By: [Signature] Finance Department

There is sufficient budget for the development of Goings Rd

Account Number:
Budget: \$748,239.73
Available: \$649,055.52

Payments Received: \$148,704 - Total Payments received already or prior to adjacent development [\$108,104 (Pilot DA) + \$22,100 (Dagger Draw DA) + \$18,500 (Greenlee DA)}

Estimated Construction: \$180,000 (Estimated Construction Cost for 435 lin. ft of roadway / utilities)

Attachments: Development Agreement and attachments.

Legal Review:

Approved As To Form: [Signature] City Attorney

Recommendation:

Staff recommends consideration of approval of the Development Agreement.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS

RESOLUTION NO. 6359.

A RESOLUTION TO APPROVE A DEVELOPMENT AGREEMENT WITH DAGGER DRAW, LLC., CONCERNING THE DEVELOPMENT OF GOINGS ROAD.

WHEREAS, the City of Hobbs is proposing to enter into a Development Agreement with Dagger Draw, LLC., concerning the development of Goings Road; and

WHEREAS, the aforementioned Development Agreement allows for Dagger Draw, LLC., to pay the fair share assessment for the development of Goings Road adjacent to developer's west property line, said agreement being in the best interest of the City.

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

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

PASSED, ADOPTED AND APPROVED this 21st day of September, 2015.

Sam D. Cobb, Mayor

ATTEST:

Jan Fletcher, City Clerk

INFRASTRUCTURE DEVELOPMENT AGREEMENT
Partial Extension of Goings Road

THIS AGREEMENT, made and entered into this 21st day of September 2015, between the City of Hobbs, New Mexico, a New Mexico Municipal Corporation, (hereafter called the "City"); and Dagger Draw, LLC, PO Box 84, Carlsbad, New Mexico 88221 (hereafter called "Developer").

RECITALS:

WHEREAS, Developer has decided to locate a new commercial enterprise on property located Northeast of the intersection of 62/180 and Goings Road, which is within the City limits of the City of Hobbs, and the development requires municipal infrastructure to be extended from the existing terminus to developers northern property line, said infrastructure to include sewer, water and roadway improvements as an industrial street section; and

WHEREAS, Developer desires to pay to the City the fair share infrastructure costs for that portion of the required public infrastructure adjacent to the developments west property line. 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 fair share assessment for required infrastructure improvements.

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 summary subdivision plat approval, the fair share pro rata amount of Twenty Two Thousand One Hundred Dollars (\$22,100.00), in lieu of installing municipal infrastructure required along the Developers west property line, said infrastructure to include sewer, water and roadway improvements as an industrial street section.
2. The Developer shall utilize the water and sewer to be located within Goings Road for the developments water and sewer service.
3. The City shall construct or cause to be constructed, municipal infrastructure improvements for that portion of Goings Road abutting the Developers west property line within 1 year from the execution of this agreement.
5. 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 partial development of Goings Road.
 - 2) Construct or cause to be constructed, municipal infrastructure improvements for that portion of Goings Road adjacent to the Developers west property line within 1 year from the execution of this agreement.
6. 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 – Dagger Draw, LLC, PO Box 84, Carlsbad, New Mexico 88221, or to such other address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. TERMINATION. This Agreement shall be terminated upon the completion of all installation and construction defined herein.

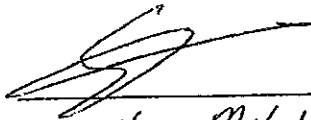
15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement among and between City and Developer and there are no other agreements or understandings, oral or otherwise, between the parties on the issues defined herein.

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

CITY OF HOBBS

DEVELOPER – Dagger Draw, LLC

Sam D. Cobb - Mayor



BY: Steven McCluskey II
Its: Member

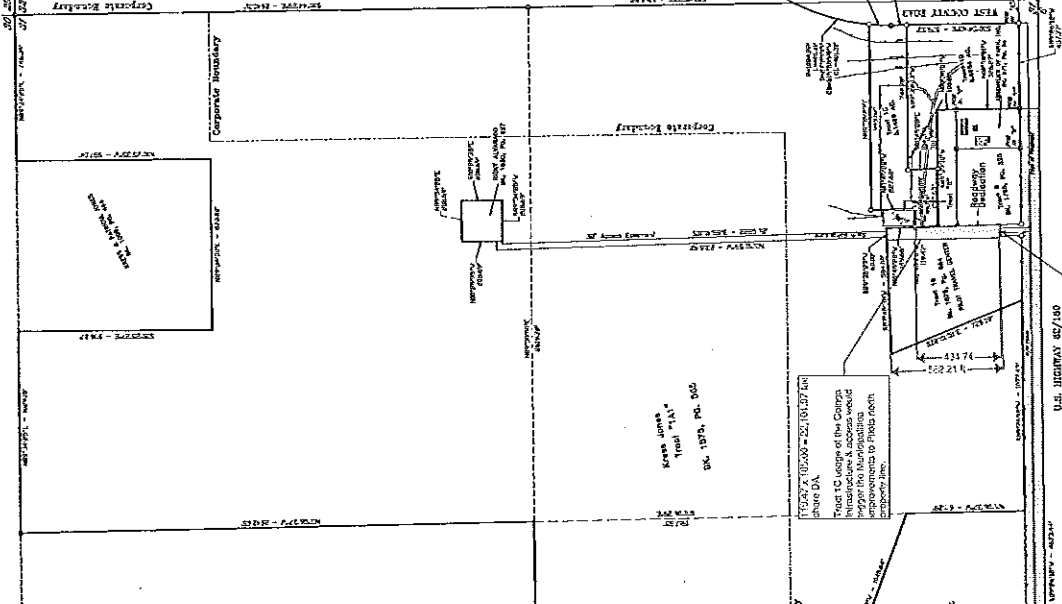
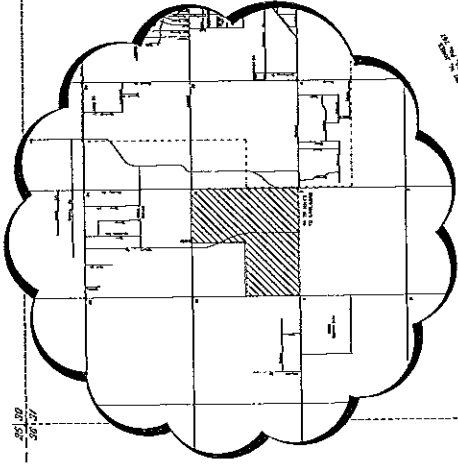
ATTEST:

Jan Fletcher, City Clerk

APPROVED AS TO FORM:

Michael Stone, City Attorney

**KRESS JONES SUBDIVISION
REPLAT OF TRACT "1A1"
SECTION 31, TOWNSHIP 18 SOUTH, RANGE 38 EAST, N.M.P.M.,
CITY OF HOBBS, NEW MEXICO.**



NOTES:
1) ALL DIMENSIONS ARE BASED ON THE ORIGINAL SURVEY RECORDS AND FIELD MEASUREMENTS.
2) ALL DIMENSIONS ARE BASED ON THE ORIGINAL SURVEY RECORDS AND FIELD MEASUREMENTS.
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8) ALL DIMENSIONS ARE BASED ON THE ORIGINAL SURVEY RECORDS AND FIELD MEASUREMENTS.
9) ALL DIMENSIONS ARE BASED ON THE ORIGINAL SURVEY RECORDS AND FIELD MEASUREMENTS.
10) ALL DIMENSIONS ARE BASED ON THE ORIGINAL SURVEY RECORDS AND FIELD MEASUREMENTS.

STATE OF NEW MEXICO
COUNTY OF LEA
FIELD

AND RECORDED IN BOOK _____ PAGE _____

FILED IN THE OFFICE OF THE COUNTY CLERK
AT HOBBS, NEW MEXICO
THIS _____ DAY OF _____ 2015

LEGAL DESCRIPTION
The following is a legal description of the property shown on this plat:
Kress Jones Tract "1A1", Section 31, Township 18 South, Range 38 East, N.M.P.M., City of Hobbs, New Mexico, as shown on Plat No. 005, dated and recorded in the County Clerk's Office of the County of Lea, New Mexico, on the 19th day of October, 1975.

STATE OF NEW MEXICO
COUNTY OF LEA

I, _____, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original record as the same appears in the County Clerk's Office of the County of Lea, New Mexico.

STATEMENT OF PREPARED BY
I, _____, Surveyor, do hereby certify that the foregoing is a true and correct copy of the original record as the same appears in the County Clerk's Office of the County of Lea, New Mexico.

STATEMENT OF PREPARED BY
I, _____, Surveyor, do hereby certify that the foregoing is a true and correct copy of the original record as the same appears in the County Clerk's Office of the County of Lea, New Mexico.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 21, 2015

SUBJECT: AN ORDINANCE APPROVING A REAL ESTATE PURCHASE AGREEMENT TO SELL AND CONVEY A PARCEL OF LAND COMPRISED OF LOT 2 WITHIN THE HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION, CONTAINING 3.49 ACRES, MORE OR LESS, TO BRIDGEWAY PROPERTIES, LLC FOR THE PURCHASE PRICE OF \$80,400.00.

DEPT. OF ORIGIN: Planning Division
DATE SUBMITTED: September 14, 2015
SUBMITTED BY: Kevin Robinson - Planning Department

Summary: First Reading of the Ordinance to authorize publication to sell a parcel of land comprised of lot 2 within the Hobbs Industrial Airpark South Subdivision, containing 3.49 acres, more or less, to Bridgeway Properties, LLC. The City of Hobbs is proposing to sell a municipally owned parcel comprised of Lot 2 in the Hobbs Industrial Air Park South Subdivision to Bridgeway Properties, LLC for the purchase price of \$80,400. A plat of the Industrial Subdivision with the parcel highlighted is attached. The purpose of the sale is Economic Development.

Fiscal Impact:

Reviewed By: [Signature]
Finance Department

The revenue from this sale will be booked against the Land Acquisition Fund. Any future development of HIAP Projects will be budgeted in the Capital Projects Fund when identified.

Attachments: Ordinance; Site Map, Real Estate Purchase Agreement and Protective Covenants

Legal Review:

Approved As To Form: [Signature]
City Attorney

Recommendation:

Staff recommends consideration to approve publication of the Ordinance.

Approved For Submittal By:

[Signature]
Department Director

[Signature]
City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

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

CITY OF HOBBS, NEW MEXICO

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REAL ESTATE PURCHASE AGREEMENT TO SELL AND CONVEY A PARCEL OF LAND COMPRISED OF LOT 2 WITHIN THE HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION, CONTAINING 3.49 ACRES, MORE OR LESS, TO BRIDGEWAY PROPERTIES, LLC FOR THE PURCHASE PRICE OF \$80,400.00.

WHEREAS, the City of Hobbs, a municipal corporation, is the owner of a parcel of land comprised of lot 2 within the Hobbs Industrial Airpark South Subdivision, containing 3.49 acres, more or less, in the Hobbs Industrial Air Park South Subdivision; and

WHEREAS, the HIAP industrial areas have been designated by the City of Hobbs Industrial Air Park Master Plan for commercial and industrial development; and

WHEREAS, unless a referendum election is held, the Ordinance authorizing the sale of this property shall be effective forty-five (45) days after its adoption.

WHEREAS, inclusive in this Ordinance are the following:

1. **Terms of Sale:** The City proposes to sell a parcel of land comprised of lot 2 within the Hobbs Industrial Airpark South Subdivision, containing 18.00 acres, more or less for the purchase price of \$80,400.00.

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

An Agreement for the Purchase of Real Estate concerning terms of the sale and Protective Covenants for the property are part of the Proposed Ordinance.

2. **Appraised Value of Municipally Owned Real Property:** The property has a new appraisal placing value at \$25,070 per acre or \$87,494 for the 3.49 acre parcel. The municipality has received a viable offer at 92% of appraised value and 9% higher per acre of past sales.
3. **Schedule of Payments:** The Purchase Price is to be paid with an earnest money deposit (escrowed upon acceptance of purchase agreement) with the balance to be paid as follows:

Earnest Money Deposit:	\$ 10,000
At Closing Balance of Cash	\$ 70,400
Total Payments	\$ 80,400

4. The Amount of Purchase Price: \$ 80,400

5. Purchaser of Property: Bridgeway Properties, LLC

6. Purpose of Municipal Sale: Industrial and Economic Development - Site acquisition for company providing Bus Services to the Hobbs School District.

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

(I)

That the City of Hobbs hereby approves the sale of the Property as described as follows:

LEGAL DESCRIPTION

A parcel of land comprised of lot 2 within the Hobbs Industrial Airpark South Subdivision, containing 3.49 acres, more or less.

Subdivision Plat is attached hereto to this Ordinance as Exhibit #1, and made a part of this Ordinance. Subject to the conditions and terms in Exhibit "2", Agreement for The Purchase of Real Estate, which is attached hereto and made a part of this Ordinance.

(II)

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

(III)

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

(IV)

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

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2015.

CITY OF HOBBS, NEW MEXICO

By _____
Sam D. Cobb, Mayor

ATTEST:

By _____
JAN FLETCHER, City Clerk

**REAL ESTATE PURCHASE AGREEMENT
CITY OF HOBBS AND BRIDGEWAY PROPERTIES, LLC**

THIS REAL ESTATE PURCHASE AGREEMENT (hereinafter "Agreement"), entered into this _____ day of _____, 2014, between Bridgeway Properties, LLC, P.O. Box 247, Hobbs, New Mexico 88241 (hereinafter "Purchaser"); and the City of Hobbs, New Mexico, a New Mexico Municipal Corporation (hereinafter "City").

RECITALS:

A. The City, in consideration of the mutual covenants herein contained, agrees to sell and convey, and Purchaser agrees to purchase the real estate described below, together with all buildings and improvements and all rights, hereditaments, easements and appurtenances thereunto belonging, located in the Hobbs Industrial Airpark South Subdivision, more particularly described as follows, and referred to hereinafter as "Property, " on the terms and conditions set forth herein.

B. The City entered into that certain Lease dated August 23, 1973 (the "1973 Ground Lease") with the Industrial Development Corporation of Lea County, predecessor in interest to the Economic Development Corporation of Lea County (the "EDC") wherein the City leased to the EDC certain real property more particularly described therein and containing the Property (as hereinafter defined).

C. The City entered into that certain Lease dated May 2, 1983 (the "1983 Ground Lease") with the EDC wherein the City leased to the EDC certain real property more particularly described therein and containing a portion of the Property (as hereinafter defined).

D. The interests of the EDC in the 1973 Ground Lease and the 1983 Ground Lease with respect to the Property have been relinquished to Owner, or, prior to the Closing Date, will be relinquished to Owner.

PARCEL DESCRIPTION – BRIDGEWAY PROPERTIES, LLC PARCEL:

Lot 2 of the Hobbs Industrial Airpark South Subdivision, City of Hobbs, Lea County, New Mexico. Subdivision Plat is attached hereto as Exhibit #1.

NOW THEREFORE THE FOLLOWING IS AGREED BY THE PARTIES:

1. **Earnest Money Deposit.**

Purchaser will make an earnest money deposit with the Closing Agent in the sum of Ten Thousand Dollars (\$10,000.00), within 24 hours of Commission Approval of this agreement.

2. Purchase Price.

A. The purchase price for the Property shall be Eighty Thousand Four Hundred Dollars (\$80,400.00) of which the amount paid as earnest money shall be a part.

B. The Purchase Price includes standard City Industrial Park infrastructure and utility services pursuant to the City Utility Service Policy as adopted November 2014.

3. Property Survey.

Within thirty (30) days following the execution of this Agreement, the City will provide Purchaser with a current survey of the Property prepared by a surveyor licensed in the State of New Mexico.

4. Closing Date.

Closing for the sale of the Property shall occur on a mutually agreeable date, at least forty-five (45) days, but not more than one hundred eighty (180) days after the adoption of the ordinance authorizing the sale by the City, unless a referendum election is held pursuant to 3-54-1, NMSA, 1978, as amended. The parties may extend the Closing Date by mutual agreement, not to exceed 365 days following the date of the ordinance.

5. Review of Title.

As soon as reasonably possible following the execution of this agreement, the City shall furnish Purchaser a commitment for owner's policy of title insurance ("Commitment") for the Property together with full copies of all exceptions set forth therein, including but not limited to covenants, conditions, restrictions, reservations, easements, rights of way, assessments, liens and other matters of record. Purchaser shall have fifteen (15) days from receipt of the Commitment and copies of said exceptions within which to notify the City of Purchaser's disapproval of any exceptions shown in the Report.

The City shall have until the date for closing to eliminate any disapproved exception(s) or patent reservations(s) from the policy of title insurance to be issued in favor of Purchaser, and if not eliminated, then the earnest money deposit shall be refunded, unless Purchaser then elects to waive his prior disapproval. Failure of Purchaser to disapprove any exception(s) or patent reservation(s) within the aforementioned time limit shall be deemed an approval

of such exception or patent reservation. The policy of title insurance shall be a standard coverage policy in the amount of the total purchase price and shall be paid for by Purchaser.

In the event this contingency or any other contingency to this contract has not been eliminated or satisfied within the time limits and pursuant to the provisions herein, and unless Purchaser elects to waive the specific contingency by written notice to the City, this Agreement shall be deemed null and void, the earnest money deposit shall be returned to the Purchaser, and neither party shall have any rights or liabilities under this Agreement.

6. Environmental Assessment.

If requested by Purchaser, City shall furnish Purchaser within 40 days following the execution of this agreement, a Phase I Environmental Site Assessment Report, prepared by a licensed environmental professional engineer or geologist on the Property proposed for purchase. The environmental assessment shall include but not be limited to research of previous activities that may present potential hazards, examination of potential groundwater contamination, and other related activities. The cost of the Phase I Environmental Assessment shall be paid by Purchaser in addition to the purchase price noted above. The Site Assessment Study will not include soil boring and soil analysis, unless requested by Purchaser. Purchaser shall have fifteen (15) days from receipt of the Environmental Assessment Report to advise City of any disapproval of any exceptions or environmental conditions indicated in the Report.

7. Title.

At closing, the City shall execute and deliver a Special Warranty Deed conveying the Property to the Purchaser and/or his assigns, in fee simple, subject to all patent reservations and to all other existing liens, encumbrances and other exceptions of record except those exceptions and reservations which are disapproved by Purchaser and eliminated by the City as noted above.

8. Oil and Gas Activities.

The parties acknowledge and understand seller does not own any mineral interest in the property being conveyed. The extraction of any mineral interest shall be subject to all federal, state and municipal rules, regulations and Ordinances concerning such.

9. Risk of Loss.

All risk of loss or damage to the Property will pass from the City to Purchaser at closing. In the event that material loss or damage occurs prior to closing,

Purchaser may, without liability, refuse to accept the conveyance of title, in which event the earnest money deposit, if any, shall be refunded. Possession of the Property by Purchaser shall occur at closing. Before closing, Purchaser shall be solely responsible to insure Purchaser's interest in the Property if Purchaser so chooses.

10. Default and Remedy.

A. Default by City. If City defaults in the performance of this Agreement, Purchaser may terminate this Agreement and receive a refund of the earnest money deposit, if any, or may waive default, enforce performance of this contract, and seek whatever legal remedy may be provided by law.

B. Default by Purchaser. If Purchaser defaults in the performance of this Agreement prior to closing, City may terminate this Agreement and retain the earnest money deposit, if any, or may waive default, enforce performance of this contract, and seek such other relief as may be provided by law.

C. Notice and Demand for Performance. In the event that either party fails to perform such party's obligations hereunder (except as excused by the other's default), the party claiming default will give written notice of demand for performance. If the party to whom such notice and demand is given fails to comply with such written demand within ten (10) days after receipt thereof, the non-defaulting party may pursue the remedies provided in this paragraph.

11. Costs and Fees.

The closing costs shall be paid as follows:

A. The City shall pay for survey, title insurance binder for the value of the purchase price, title company closing fees and recording fees.

B. All other closing costs shall be paid by the Purchaser, including title insurance premium costs up to or in excess of the purchase price, additional survey costs, if Purchaser requests an ALTA survey, and environmental assessment cost, if an environmental assessment is requested by Purchaser.

C. The Purchaser and City shall each pay for their respective legal fees.

12. Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by certified mail, postage prepaid, to the City, at City of Hobbs, ATTN: City Manager, 200 East Broadway, Hobbs, NM 88241; and to Purchaser, at P.O. Box 247, Hobbs, NM 88241, or to such other address as

requested by either party. Notice shall be deemed to be received on the fifth day following posting.

13. Attorney's Fees and Costs.

Both parties agree that if either is found by a court to have breached this agreement, the other party may recover reasonable attorney's fees and cost of litigation, including the costs of a City Attorney as a staff person.

14. Counterparts.

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.

15. Successors and Assigns.

This Section refers to assignability of this Purchase Agreement and not to assignability of the Property after the land purchase has been completed. This Agreement may not be assigned by Purchaser without the prior written consent of the City. Subject to the foregoing provision, this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns; provided that upon any assignment of this Agreement by either party, the other party shall not be released from any obligation under, or liability accruing pursuant to this Agreement. Except that Purchaser is permitted, upon City approval, to assign its interest to a Partnership or Corporation in which he is the principal party. Consent shall not unreasonably be withheld by either party.

16. Compliance with New Mexico State Statutes.

The City states that it has complied with the requirements of Section 3-54-1, NMSA, 1978, as amended, and that it has authorization to sell property pursuant to the Hobbs Municipal Code, as amended.

17. 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.

18. State Permits and Licenses.

Purchaser agrees that City has no direct responsibility for Purchaser to make application and obtain required New Mexico State permits and licenses for industrial facility expansion on the Property. Purchaser agrees to indemnify and hold City harmless from and against all liability, claims, demands, damages or costs of any kind arising from or connected with any New Mexico State permit or license application for activities and uses on the property.

19. Protective Covenants.

Purchaser agrees to comply with terms and conditions as stated in the previously recorded Protective Covenants for the Property. These Protective Covenants are attached hereto as Exhibit "2", and made a part of this agreement.

20. Termination.

This agreement shall be terminated on the closing date for sale of property, unless either party ends the agreement prior to that date pursuant to Section 9 of this Agreement. All of the City's warranties, representations, certifications, and agreements contained herein shall be and remain true at the time of closing.

21. City Permits.

Purchaser must be responsible to apply for all required City permits, including a City Business Registration or License Fee and building permits.

22. Rights of the City and Conditions and Requirements of the Purchaser.

A. Right of Repurchase If Development (Permit and Construction) Has Not Started Within Six Month Period Following Closing Date.

Subject to the rights of any mortgagees under any mortgages on the Property, the City retains the right to repurchase the property, for the same price paid by the Purchaser, if Purchaser has not begun development within six (6) months of the date of purchase, or if Purchaser defaults prior to completing development within eighteen (18) months following the closing date. Development is hereby defined as the Purchaser's completion of construction of the complete main building suitable to Purchaser's needs including on-site improvements of paved access street and parking areas, utility service lines, landscaping, and foundations, according to City Design Standards and Building Code Ordinances. Development also includes Purchaser's operation of an industrial development on site suitable to Purchaser's needs, which meets agreed upon minimum economic development goals of job creation. The Purchaser must make a good faith effort to begin and continue development. Upon compliance with the development responsibility of Purchaser and at Purchaser's request, the City shall provide a written, recordable release or certificate of compliance with this

paragraph, and a waiver of its right to re-purchase. In the event that the City does not exercise any right to repurchase the Property within three years of the date of such right arises, then that right to repurchase shall lapse and expire.

B. HIAP Property – Real Estate Purchase & Long Term Lease. Agreement Provisions: To ensure creation of new jobs to Lea County, to attract new industry to Lea County and to guard against speculation, the following provisions are required by the City Commission to be incorporated into all new land purchase agreements and long term leases:

1) No re-sale of the Property is to be allowed for the five (5) year period following the date of closing, except Purchaser may transfer the Property to a wholly owned corporation or entity for the specific purpose of financing improvements on the property.

2) Pursuant to the recorded Protective Covenants, the main building must be completed within eighteen (18) months, and be equal in value to at least four times the purchase price of the land.

3) To provide security for enforcement of these covenants, purchaser agrees to a municipal lien to be filed by the City in second position, but in no case no later than six months from closing, equal to one hundred fifty percent (150%) of the purchase price paid to the city, until Purchaser has expended four (4) times the purchase price developing the industrial site. Purchaser agrees that this lien shall remain enforceable and be subject to foreclosure if the covenants and/or purchase agreement are violated at any time within the first five (5) years following the date of closing.

C. Building and Site Development Policies:

1) Completion of the building and site improvements, including the main building, shall be completed and placed in service within eighteen (18) months of the purchase. The purpose of this requirement is to insure the property is sold to someone that intends to utilize the industrial park and create jobs and not hold the property for speculation.

2) Retail uses are not permitted except for a factory outlet store as a minor part of the industrial operations to sell goods manufactured on site. Residential uses are not permitted.

3) As the specific property in the Industrial Park is a highly visible site, appropriate landscaping should be required as part of the building permit, such that the appearance of the industrial park is enhanced in an effort to attract other HIAP users. If truck parking is proposed adjacent to Energy Place frontage, the site design must include buffering and screening according to City policy.

D. The proposed sale is subject to approval by the City Commission. The sale is subject to the approval of a partial release of the leasehold interests currently held on the property by the EDC of Lea County. The sale is also subject to HUD Economic Development Initiative grant conditions.

E. Purchaser shall be required to construct access driveway(s) to the site boundary on City right-of-way to meet applicable City regulations for property access. Typical drawings showing detail for drainage piping are available for review.

F. Purchaser must be responsible for acquiring all local, state and federal permits and licensing. City staff will assist purchaser in processing appropriate permits for the site. Front setback landscaping treatments of a xeriscape landscape planting theme is recommended in the frontage on Energy Place and around the main building and customer service parking areas. A suggested plant list can be provided. A "caliche" yard of compacted crusher fines or compacted gravel will be allowed if the area is treated to reduce blowing dust.

G. All activities must meet all local, state and federal regulations, including those related to environmental issues.

23. Conditions For Completing The Purchase.

The following actions must occur and be performed prior to Purchaser satisfactorily closing on the Property:

A. The City Commission must have approved the necessary Ordinance for the Sale of the Property, subject only to the referendum election issue as specified in 3-54-1 et. seq., NMSA, as amended.

B. Purchaser must have received, reviewed and approved the survey prior to Closing. Purchaser shall have survey documents for review prior to intended date of Closing. Purchaser shall have until the date of closing to raise any objections with City, or request changes on the survey.

C. If a request for a Phase I Environmental Site Assessment, Purchaser must have received, reviewed and approved the Phase I Environmental Assessment Report for the Property prior to Closing. Purchaser shall have the Environmental Assessment Report for review at least thirty (30) calendar days prior to the intended date of Closing; and Purchaser shall have twenty (20) days from receipt of the Report to raise any objections with City.

D. The EDC shall have executed a relinquishment of the 1973 Ground Lease and 1983 Ground Lease, as related to this property, prior to closing.

E. There shall be no material adverse change in the condition of the Property as of closing.

F. The representations and warranties contained in this Agreement are true and correct as of the date of closing.

G. If any of the conditions set forth in this Section are not satisfied to the sole discretion of the Purchaser prior to closing, or waived by the time specified therefor, or, if no time is specified, then by the closing date, then the Purchaser shall receive a refund of the earnest money deposit plus interest earned.

24. Representations and Certifications Made By The City As A Part Of This Agreement.

The City represents and warrants to the Purchaser that the following shall be true and correct, as of the date hereof and as of the date of closing:

A. The City owns title to the Property subject only to easements, restrictions and reservations of record as disclosed in the title commitment.

B. There are no public improvements which have been commenced or completed for which special real property tax assessments may be or have been levied against the Property.

C. There are no known existing violations of applicable law with respect to the Property.

D. There is no litigation pending or threatened against the Property which might result in a lien on the Property, or might interfere with the City's ability to sell or convey the Property, or which might have a material adverse change upon the Property.

E. The execution and delivery of the Purchase Agreement and closing of the sale by the City will not result in the breach of any agreement, decree or order to which the City is a party or by which the Property is bound.

F. There are no condemnation proceedings pending or threatened with respect to all or any portion of the Property.

G. To the best knowledge of the City as of the date hereof, the following statement is made regarding the Property:

To the best knowledge of the City, there are no past or present investigations, proceedings, litigation or regulatory hearings with respect to the Property alleging non-compliance with or violation of any federal or

state law regarding environmental matters. To the City's actual knowledge, there has not now, nor have there been, any above ground or underground storage tanks located in or under the Property. To the City's actual knowledge, the Property has previously been owned by the US Government Land Office, the City of Hobbs, the US Hobbs Army Airfield, and the City of Hobbs, New Mexico. The only known prior uses of the Property are 1) open range grazing by local ranches from 1880 through the 1940's time period; and 2) use of the area as a portion of the Hobbs Army Airfield operation during W.W.II.

The complete environmental record and clean-up report of City remediation projects is available for review by the Purchaser. To the best knowledge of the City, the Property presently is not and has never been used for any other storage, manufacture, disposal, handling, transportation or use of any hazardous substances in violation of any law, other than those connected with the Hobbs Army Airfield.

H. The City is not a party to any contracts relating to the Property, except for this Agreement.

25. Representations and Certifications Made By The Purchaser As Part Of This Agreement.

The Purchaser represents and warrants to the City that the following shall be true and correct, as of the date hereof and as of the date of closing:

A. The Purchaser is a viable company with its corporate offices in Hobbs, New Mexico.

B. The Purchaser intends to construct an industrial complex with structures within the eighteen (18) months following closing.

C. Purchaser shall obtain a City Building Permit and begin building on the site at closing or as soon as possible following closing.

D. The Purchaser agrees to all economic development goals within this Agreement for economic development in Hobbs for the five (5) year period following closing. Purchaser has sufficient financial resources available to complete all of the above building, development and operation goals.

26. Time of Essence.

Time is declared to be of the essence of this Agreement.

27. Additional Documents.

The parties agree to execute further documents as may be reasonably required to effectuate the purchase and sale of the Property as provided by this Agreement.

28. Entire Document.


This instrument constitutes the entire agreement between the City and the Purchaser, and there are no agreements, understandings, warranties, or representations between the Purchaser and the City except as set forth herein. This Agreement cannot be amended except in writing executed by the Purchaser and the City.

Done and approved on the date first written above.

THE CITY OF HOBBS

PURCHASER
BRIDGEWAY PROPERTIES, LLC

Mayor Sam Cobb



By: Mike Whitehead
Title: President

ATTEST:

APPROVED AS TO FORM:

Jan Fletcher, City Clerk

Mike H. Stone, City Attorney

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PROTECTIVE COVENANTS AND DESIGN STANDARDS FOR THE HOBBS INDUSTRIAL AIR PARK SOUTH SUBDIVISION PROPERTY.

GENERAL CONDITIONS PART I

This Declaration, made the 11th day of July, 2011, by the City of Hobbs, hereafter referred to as "Declarant" or "City".

1. Purpose.

A. Declarant is the owner of certain real property in the within the City limits of Hobbs in the County of Lea, State of New Mexico, referred to as "HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION", described as follows and more particularly in "Exhibit A" which is attached hereto and by reference made a part hereof, more commonly known as a portion of the Hobbs Industrial Air Park, (hereafter referred to as the Property.)

LEGAL DESCRIPTION - "HOBBS INDUSTRIAL AIRPARK SOUTH SUBDIVISION:

THE FOREGOING SUBDIVISION OF A CERTAIN TRACT OF LAND SITUATED WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF HOBBS, LEA COUNTY, NEW MEXICO, LYING IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 18 SOUTH, RANGE 38 EAST AND THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 37 EAST, N.M.P.M., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP IN CONCRETE FOUND FOR THE SOUTHWEST CORNER OF SAID SECTION 7 AND THE SOUTHEAST CORNER OF SAID SECTION 12, THEN N89°30'09"E ALONG THE SOUTH LINE OF SAID SECTION 7 A DISTANCE OF 629.90 FEET; THEN N00°30'49"W A DISTANCE OF 2023.59 FEET TO A BRASS CAP IN CONCRETE; THEN N00°28'47"W A DISTANCE OF 557.87 FEET TO A BRASS CAP IN CONCRETE; THEN N44°30'22"E A DISTANCE OF 141.42 FEET TO A BRASS CAP IN CONCRETE ON THE SOUTH BOUNDARY OF PHASE ONE OF THE HOBBS INDUSTRIAL AIRPARK SUBDIVISION TO THE CITY OF HOBBS; THEN S89°30'22"W ALONG SAID BOUNDARY A DISTANCE OF 581.19 FEET; THEN S49°47'57"W ALONG SAID BOUNDARY A DISTANCE OF 1044.46 FEET; THEN N45°25'39"W ALONG SAID BOUNDARY A DISTANCE OF 165.03 FEET; THEN S42°59'13"W A DISTANCE OF 1277.69 FEET; THEN S00°35'25"E A DISTANCE OF 69.36 FEET; THEN S42°59'13"W A DISTANCE OF 280.36 FEET; THEN S00°35'25"E A DISTANCE OF 943.07 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 12, TOWNSHIP 18 SOUTH, RANGE 37 EAST; THEN N89°26'52"E ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 1842.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 116.90 ACRES MORE OR LESS.

B. The purpose of these Protective Covenants is to establish and maintain a planned business and industrial center with certain design standards which may be in addition to those development regulations imposed by the City of Hobbs, and other governmental entities having jurisdiction over the Property.

C. In order to establish general rules and guidelines for the improvement and development of the Property, Declarant desires to impose upon it mutual and beneficial restrictions for the benefit of all lands in the Property and for the benefit of all future

owners of lands in the Property.

2. General Provisions.

A. Declarant, owner of the Property, hereby declares that the Property is now held, and shall be transferred, sold, leased, conveyed, and occupied subject to the Protective Covenants herein set forth, each and all of which shall inure to the benefit of and pass with each and every parcel of the Property, and apply and bind the heirs, assignees, and successors in interest of each and every owner of a parcel or parcels of the Property.

B. Each purchaser of any parcel of the Property covenants and agrees with Declarant, its successors and assigns to use the property only in accordance with the Protective Covenants herein set forth, and to refrain from using the Property in any way inconsistent with or prohibited by the provisions of this Declaration.

C. Each purchaser or user of any parcel of land in the Property shall comply with all applicable laws of the City of Hobbs, Lea County, the State of New Mexico and the United States of America.

D. Building and Development Performance Goals. The purpose of these requirements is to insure the Property is sold to and developed by someone that intends to utilize the industrial park and create jobs and not hold the property for speculation. Each initial purchaser of any parcel of the Property directly purchasing from the Declarant covenants and agrees with Declarant, its successors and assigns to develop each parcel or property within eighteen (18) months following the date of purchase. Building construction shall be started on each parcel within six (6) months of the date of closing for all parcels. The main building on each parcel shall be completed within 18 months. For developments on multiple lots exceeding 12.0 acres total, the City Manager is authorized to consider and may grant variances to allow a time extension of the completion date to 30 months for larger buildings and complexes; or if an owner experiences unforeseen problems during the construction which cause serious and unavoidable delays.

E. Economic Development and Private Investment Performance Goals. For all Real Estate Purchase & Long Term Leases in excess of 5 years in the Property, each initial Purchaser or Lessee of any parcel of the Property directly purchasing or leasing from the Declarant covenants and agrees that in order to ensure creation of new jobs to Hobbs and Lea County, to attract new industry to the area and to guard against speculation, that some or all of the following provisions may be incorporated by the City into all new land purchase agreements and long term leases:

To provide security for enforcement of these covenants, purchaser agrees that a municipal lien shall be filed by the City in second position, within six months following the purchase of the Property, in an amount equal to one hundred fifty percent (150%) of the purchase price paid to the city, until Purchaser has expended a minimum threshold of four (4) times the purchase price in developing

the industrial site, at which time the lien shall be released by the City. Said lien shall be foreclosed should the aforesaid four (4) times threshold of capital investment is not satisfied within thirty-six (36) months of possession of a property.

F. Land speculation and holding vacant parcels off the market is not permitted and is inconsistent with the City's goals to develop a vibrant industrial area to promote economic development of Hobbs.

G. Right of Repurchase. If any owner does not comply with the above covenants, the City may exercise re-purchase powers or take other legal actions as necessary. The purchase agreements will contain re-purchase clauses if development and building has not started according to the requirements. The City shall also specify conditions regarding economic development and job creation; private investment; prohibition of land speculation; inflating future sale prices; etc. in each real estate purchase agreement.

H. Variances to Specific Requirements Herein This Section 2. For good cause shown, the City Manager is authorized to consider and may grant variances to the requirements of Section 2 above, if unforeseen problems may occur on a Property.

3. Design Review Board.

A. Declarant hereby designates the Hobbs Planning Board of not less than six (6) persons, to function as the Design Review Board, hereafter referred to as the "Board". Composition of and membership of the Hobbs Planning Board shall be determined and appointed by the City of Hobbs City Commission. Declarant shall appoint all members of the Board, and may expand the number of members, possibly including other land owners, as may be decided in the future solely by the Declarant, for purposes limited solely to HIAP Design Review Board agenda items.

B. Declarant shall establish rules and procedures for the Board, including but not limited to procedures for the submittal and review of plans. Declarant may amend these procedures and rules, but shall publish any amendment according to Section 3-1-2, et. seq. NMSA 1978, as amended. The approval and consent of the Board shall not be unreasonably withheld on matters properly coming before the Board.

C. The Board shall exist as long as Declarant owns any parcel or portion of the Hobbs Industrial Air Park, within which the Property is encompassed.

D. There shall be no charge for services rendered and reviews undertaken by the Board.

E. All decisions of the Board shall be rendered in written format to the applicant.

F. Except with respect to land owned by the City of Hobbs, no building site or parcel of land within the Property may be divided, subdivided or fractional part thereof sold, leased or conveyed so as to create a new parcel, or combined with any building site or

parcel of land without the prior written consent of the Board.

G. All Site Development Plans, subdivision plats, and construction plans requiring a building permit or fence permit upon the Property shall be submitted to the Board for review and approval, prior to review by the appropriate City office and other reviewing agencies. Except that the Declarant may file subdivision plat revisions and City infrastructure plans, which are exempt from the Board's review. All Site Development Plans shall include all drainage structures, building locations, access driveways, truck loading and parking facilities and any other proposed facilities on the site. A conceptual grading and drainage plan shall be submitted to the City Engineer for review and approval at the same time the Site Development Plan is submitted. Plans submitted for review by the Board, if submittal is complete, accurate and in compliance with submission requirements of the Board, shall be deemed approved by the Board, if no action shall be taken within thirty (30) working days from the date of submittal. All plans to be submitted for review by the Board shall be submitted to the Planning Department of the City of Hobbs, at 200 E. Broadway, Hobbs, NM 88240.

H. Decisions by the Board shall not be construed as professional expertise and no warranty or liability for construction according to such plans shall be placed on the Board or Declarant.

I. No building permit, subdivision of land or any other type of development permit shall be approved for any parcel in the Property, unless said Site Development Plan submittal has first been submitted to the Hobbs Planning Department and presented to the Board for review and recommendations.

J. For good cause shown, the Board may approve variances to these Protective Covenants, except for Section 2 above in its entirety.

K. The City Commission may also approve variances to these protective covenants, in the exercise of its discretion to approve plans, to permit, or to consent to approve a variance from the specific requirements or effect of a particular covenant herein contained.

L. Any aggrieved person that is affected by an administrative decision of any City Board or official may appeal that decision to the City Commission. The appeal must be presented in writing to the City within fifteen (15) days of the action causing the appeal. Appeals of the City Commission must be filed with the District Court.

4. Permitted, Regulated and Non-Permitted Uses.

A. The Board may impose any reasonable condition on activities, such as landscaping, or regulation of grading during certain months of the year, to mitigate the effects of the activity's appearance, noise, traffic, dust and similar impact(s). Any aggrieved person affected by such a decision may file an appeal with the City Commission pursuant to Section 3L above.

B. Activities and uses on the Property shall be constructed, used or occupied to insure that there is no excess noise, vibration, toxic or noxious matter, humidity, heat or glare, liquid or solid waste, at or beyond any lot line of the parcel on which it is located. No activity or use shall emit air pollutants to such an extent that such use is classified as a "Major Stationary Source" by New Mexico Air Quality Control Regulation #707 and/or 40 CFR Part 51 of the U. S. Environmental Protection Agency.

C. No parcel or structure on the Property shall be used for any heavy manufacturing use and the following specific uses listed below:

- ** Smelting of Ores.
- ** Glue Manufacture.
- ** Fertilizer Manufacture.
- ** Airport or Heliport.
- ** Fat Rendering.
- ** Explosive Manufacture or Storage of large quantities of explosives.
- ** Junk Yards, Salvage or Wrecking Yards.
- ** Cement, Lime, Gypsum or Plaster Manufacturing.
- ** Raw Materials Extraction.
- ** Exterior Storage of Raw Materials without sight buffers.
- ** Excavation, Grinding, or Extraction of Gravel, Road Base, Pit Run, or Operation of a Quarry.
- ** Stockyards or Slaughter of Animals.
- ** Telecommunications Towers for rental to off-site operators.
- ** Acid Manufacture or Storage of large quantities of Acid on site (In excess of 500 gallons), or those industries with large quantities of hazardous chemicals, liquid fuel, compressed elements or gases or other similar uses.
- ** Wastewater Treatment Facilities.
- ** Truck Stop.
- ** Recycling or Abatement Facilities.
- ** Dry-cleaning Establishments or Industrial Cleaning Operations.
- ** Any industry or use that generates excess noise, vibration, toxic or noxious matter, humidity, heat or glare, at or beyond any lot line of the parcel on which it is located.

D. No on-site billboard for either off-premise or on-premise advertising, and other outdoor advertising for off-premise advertising shall be permitted on any parcels in the Hobbs Industrial Air Park.

5. Construction of Improvements.

A. After plans for construction are submitted and approved by the Board and other appropriate reviewing agencies, owner shall begin construction of buildings and improvements in a timely manner, not to exceed six (6) months after approval, unless further time for construction is requested and approved by the Board.

B. If any owner fails to complete construction of required and approved improvements, including but not limited to utility lines, paved streets, parking areas, landscaping, Declarant may, after giving due legal notice, construct the required improvements. The costs for Declarant's construction activities shall be recovered by Declarant in accordance with New Mexico State Statutes. After the start of construction, each project should be completed in a timely manner normally within 12 months, except for unusually large buildings, when the Board may allow additional construction time.

C. The City is responsible for maintaining cultural resources in the Industrial Park and certain parcels on the Property may require set-a-side preservation easements.

D. The City requires all property owners to limit grading and clearing activities on a site to the actual physical area planned for development to limit soil erosion.

6. Maintenance of Premises.

A. All owners and other users of the Property are obligated to keep and maintain the buildings, structures, parking areas, landscaping, signs and other entities of the parcel in an orderly and well maintained condition.

B. All landscaped areas shall be appropriately irrigated with an automated system and plants, grasses and trees shall be orderly and well maintained. Any areas of newly disturbed earth not in landscaped areas shall be planted with appropriate plant materials to reduce blowing dust. As an option, an owner may also construct and use a truck parking and storage yard area with a caliche material base or gravel base, with compaction of materials as required to support the stored vehicles.

C. All waste, rubbish or surplus materials shall be stored in properly screened enclosures and removed regularly. No materials, supplies, equipment, finished or semi-finished products are permitted to be stored outdoors, except in areas approved on the Site Development Plan.

D. If any owner or other user of a parcel on the Property fails to adequately maintain a building, structure, landscaping, parking lot or other premises, Declarant may, after giving appropriate legal notice, undertake maintenance of that parcel. The cost of Declarant's maintenance activities shall be recovered by Declarant in accordance with New Mexico State Statutes and City Ordinances.

7. Enforcement of Covenants.

In the event of a violation of these Protective Covenants, it shall be lawful for Declarant to prosecute proceedings at law, or in equity, according to New Mexico State Statutes and City Ordinances, against any owner or user of a parcel in the Property who is violating or attempting to violate any such restriction and covenant, either to prevent any owner or user of a parcel from so doing, or to correct such violation, or to recover damages or other relief for such violation.

8. Severability.

Invalidation of any one or part of any one of these covenants and restrictions by court order shall in no way affect any of the other provisions or parts of provisions which shall remain in full force and effect.

DESIGN STANDARDS PART II

A. The following standards are conditions for the allowed placement, use and occupancy of parcels and structures erected on the parcels within the Property (see Exhibit A, attached) to be followed in conjunctions with the Protective Covenants, and applicable ordinances of the City of Hobbs.

These standards can only be amended or revised by the Declarant or their successors and assigns. All parcels in the Property shall meet minimum City standards for infrastructure construction, including water, waste water, streets, drainage, signs, landscaping, private utilities for natural gas, electric power and telecommunications, and other construction; building code, if applicable; subdivision regulations; and any other regulations, as required by the Hobbs Municipal Code.

B. Noise Levels:

1. Noise level emissions for all parcels in the Property shall not exceed New Mexico State Occupational, Health and Safety Standards and City of Hobbs standards per the City Noise Ordinance.

2. All owners and users of parcels in the Property are hereby notified that a private airport exists in the nearby vicinity, and that noise levels consistent with an airport, and occasional aircraft operations may exist in the vicinity of their Property. This disclosure statement shall be placed on the deed as a matter of notice for all parcels in the Hobbs Industrial Air Park.

C. Development Standards:

1. Parcel Area:

There shall be the following minimum lot area requirements for parcels in the Hobbs Industrial Air Park:

Category:	Minimum Lot Size:
Commercial/All Categories	0.4 acre
Light Industrial/All Categories	1 acre
All lots fronting on major Arterials and Collectors	1 acre

Other Uses

Minimum lot size to be determined by Board

No parcel shall have a lot depth that is greater than 4 times its width, unless specifically approved by the Board.

2. Building Setbacks:

Minimum street frontage setback from property lines for the placing of structures shall be twenty-five (25) feet. No uses shall be made of said setback except for driveways; steps and walkways; landscaping and planters; flag poles; roof overhangs, and entrance signage for larger properties. Visitor parking areas are permitted within the front setback area, except these shall have a minimum fifteen (15) foot setback from the front property line.

The setback line shall be fifteen (15) feet from all rear and side property lines. No six (6) foot height security fences or walls are to be placed within the twenty-five (25) foot front setback. The Board may approve decorative fencing not to exceed three (3) feet in height in the front setback. Regarding Business Park Boulevard and Millen Drive, there shall be a twenty-five (25) foot side yard setback on corner lot frontages for all buildings.

3. Landscaping Requirements:

A. All landscaping shall be defined per City Code. All landscaping shall be in setbacks, parking lots according to City ordinance, and other areas, as necessary. The City requires the use of plant landscaping materials and/or structural walls to buffer parcels and land uses in the Park.

Landscaping requirements for all parcels in the Hobbs Industrial Air Park shall be as required in the City Landscaping Ordinance for industrial parcels, unless a commercial use is proposed. The City encourages that the full front setback for all parcels fronting on arterials and collectors be landscaped and permanently maintained. In addition, that portion of any building facing a side street other than the street on which the building fronts is also to be landscaped in an attractive manner. The parkway area shall be landscaped and permanently maintained, if a parkway area exists between the front setback of the parcel and the constructed street.

B. Landscaping Standards For Industrial Parcels: At a minimum, all general industrial parcels shall maintain landscaping in the customer service areas, front parking lots and in the front of the main site buildings.

4. Screening and Building Site Appearance.

The purpose of the screening rules is to avoid placement of trash receptacles or other unsightly equipment in the front or visible side yards of buildings. The Site Development Plan must show that all rubbish, trash, garbage, debris and other wastes, all loading

docks and garbage collection facilities, and all other articles, goods, materials, incinerators, trash bins, storage tanks or like equipment open or exposed to public view or to a view from adjacent buildings, are stored at the side or rear of the building and the improvements with which same are associated; and these shall be screened from view. Screening materials shall be constructed and designed in such a manner so that they equal a height equal to that of the materials or equipment being stored. The screening should shield said material and equipment from both public view and view from adjacent buildings as much as possible. After construction, such screening must be maintained in a sound condition with acceptable visual appearance for so long as screening shall be required under the terms hereof. All trash and debris must be contained in enclosed containers to prevent blowing trash.

5. Signage and Lighting Standards:

A. Signage Standards. All temporary and permanent signs and graphics shall be of a size and nature so as to preserve the quality and atmosphere of the Property. The design, material, location and placement of all signs shall be approved as such in writing by the Board prior to their erection. Further, all temporary signs must comply substantially, in the sole judgment of the Board, with the standards and criteria therefor promulgated by the Board.

A single sign shall be permitted on the front of each facility (facing the roadway), stating only the name or identification of the occupant and street address of that facility. One company or product trademark or company logo design is also permitted but not to exceed a total of 60 square feet.

Directional Signs for parking lots, entrances, exits, etc., shall not exceed 30 inches in height and 10 square feet maximum, except for truck entrances, where the directional signs shall be allowed up to 48" in height and 32 square feet maximum.

Free standing signs will be permitted only upon written approval of the Board, and only for Commercial Land Uses. Signs located other than on the main building (gateways, concrete or masonry yard enclosures) shall be subject to the written approval of the Board, but are encouraged in landscaped setback areas for larger industrial and commercial parcels.

Indirect lighting of signs may be permitted, subject to approval by the Board. All indirect lighting shall be constructed so that illumination is at the top of the sign, to reduce reflected light emitted into the atmosphere. Except as may be approved in writing by the Board, no sign shall be painted on any building wall or placed on any building so as to extend above the top of the roof or parapet wall, whichever is higher. Painted corporate logos or trademarks may be approved by the Board, based on size and designs submitted.

Real estate broker signs advertising any premises shall be permitted, with the following exceptions: 1) there shall be only one (1) sign per parcel; 2) there shall be no off premise

real estate signs; 3) for parcels less than 10 acres in size, the maximum size shall be 8 square feet; 4) for parcels greater than 10 acres, the maximum size shall be 32 square feet; and 5) the height of all real estate signs shall not exceed 7 feet.

The City as owner and developer of the Industrial Park Property may erect a sign or signs identifying, describing or advertising the Hobbs Industrial Air Park or any of its available land or buildings, including listings of individual lessees and owners, subject to approval of the Board.

B. Illumination Standards.

1) Exterior illumination, if such is to be provided, shall be designed to light only buildings, parking areas and walkways and shall not produce glare on adjacent streets or building sites. All floodlighting fixtures shall be depressed ground level or screened from public view in a manner approved by the Board. Parking area lighting units, arcade lighting and other illumination of a "Pedestrian Scale" shall be in a style approved in writing by the Board. Flood light fixtures mounted on the building to shine away from the building are prohibited.

2) Flood light fixtures mounted on the building to shine away from the building are not permitted unless wall pack lighting fixtures are installed with appropriate glare shields. 400 Watt lighting and greater wattage bulbs are not permitted. All parcels must comply with the New Mexico Night Sky Act.

6. Off-Street Parking and Loading.

Off-street parking shall be required according to the City of Hobbs Municipal Code or Building Code, as applicable. No truck loading or unloading area shall be located on a building wall fronting on a major arterial or collector, or in the front setback of the parcel.

7. Utility Construction.

All Utilities to be constructed in the Hobbs Industrial Air Park, including telephone, electric and cable TV, shall be constructed underground, unless approved in writing by the Board.

D. Architectural Guidelines:

1. Site and Building Design Guidelines.

In general terms, the Board's overall goal for building and site standards is to achieve a unified site and building design concept which will be an asset to the Industrial Park. At the same time, the building must function in an efficient manner for its intended purpose; the design should be cost effective; and the facility will help improve the economy of Hobbs. The Board does not impose specific building or site details and enhancements, leaving specifics up to the owner/builder. However, some of the possible design improvements and architectural details available to consider are:

The site plan including landscaping placement and materials should present "a unified site and building concept" in such a manner that the overall site appearance is consistent with the Hobbs Industrial Air Park development guidelines. For all parcels on HIAP Entrance Road, the intent is for design and use of an industrial design and uses on the frontage of HIAP Entrance Road. The front of the building and the portion of the side exterior walls adjoining the front that will be easily visible from HIAP Entrance Road shall contain design and architectural features meeting these design standards.

Architectural details such as screening or parapet walls; contrasting color trim areas for trim areas, roof canopies, exterior doors; etc. should be utilized. Building trim and design features such as orientation to the visible side of the site for the building(s), with these areas allowed to be constructed of a pre-finished color metal should be considered. The exterior building color(s) and roof color should blend with the natural environment, with bright and shiny materials discouraged. Parapet or screening walls are encouraged to screen roof or ground mounted equipment easily visible from the street. The use of highly reflective roofing material is not acceptable unless screened from view by parapet walls.

For any specific site development, the building entryway should be visible with architectural accents from the street. Design features should be oriented to the visible side of the site. The visible side of the structures should be addressed with refinements constructed of a pre-finished color metal exterior material(s) or stucco or masonry with landscaping enhancements or screening walls encouraged along to shield any stand alone metal equipment buildings, transformers or trash dumpsters which are visible from the perimeter streets. Truck loading areas and employee parking areas greater than 10 parking spaces should be located on the least visible side if possible. Landscaping is not required in truck parking and storage areas.

2. Standards for Construction on Major Arterials and Collectors Streets.

The front of all buildings located on parcels on and fronting on a major arterial or a collector street, as defined by the Circulation Plan, shall be of brick, masonry, stone, stucco or a pre-finished color metal or other material approved by the Board.

3. Standards for Construction on Minor Streets.

The front of all buildings-that is, the side facing the street on which the building is deemed to front-shall be faced with concrete or brick masonry, stone, or other material approved by the Board. The facing shall be to a minimum height of four (4) feet and extend across the full front of the building. That portion of any building facing a side street other than the street on which the building fronts shall be finished in an attractive manner in keeping with the accepted standards used for industrial buildings, but need not be finished in a like manner as that portion of the building referred to as the front. It is the intent of this provision that all structures shall be designed and constructed in such a manner as to provide an aesthetically pleasing and harmonious overall development of the industrial park. Except as otherwise provided herein, the sides and rear of all buildings shall be

finished in an attractive manner in keeping with the accepted standards used for industrial buildings subject to the approval of the Board.

3. Height of Buildings.

Buildings shall normally not exceed 50 feet in height, except in airport height zoning areas. The Board may consider reasonable requests for height variances, depending on the need of the particular industrial application or building requirement.

4. Exceptions.

Exceptions to the above construction standards shall be made for parcels serving the agri-business light industrial (green houses) and for airplane hangers to be constructed on Air Oriented Parcels.

5. Temporary Structures.

No temporary building or structure other than construction offices and structures for related purposes during the construction period shall be installed or maintained on any Building Site without the prior written approval of the Board. All temporary structures used for construction purposes must receive approval by the Board with regard to location and appearance, and must be removed promptly upon completion of construction and that portion of the Building Site from which same are removed, restored to its original condition or to such condition as is otherwise required by this Declaration.

6. FAA Regulations.

All construction must comply with Federal Airport Authority regulations.

E. Submission Requirements For Plan Submission.

The Site Development Plan shall include:

- Parcel boundaries;
- North Arrow;
- Graphic scale;
- Existing topography at one- foot contour intervals;
- Proposed building locations, identities, drawings and square footages;
- Locations of walls and fences;
- Location of screening or buffering and type;
- Parking location, arrangement, aisles, number or spaces;
- Driveways, entrances, and exits;
- Grading plan (proposed topography and drainage courses);
- Streets (Right of Way, pavement widths) if any proposed;
- Sidewalk and paths;
- Existing and proposed utilities;
- Existing and proposed easements;

Landscaped areas outlined with general description
Type of plant materials and irrigation system proposed;
Drainage Plans as required by the City Engineer; and
Traffic Plans or Study, if deemed necessary by the City Engineer.

F. Design Standards for Specific Land Use Categories

1. Industrial - General

A. Land Use: Most common light industrial and manufacturing activities permitted in the City of Hobbs Industrial Air Park. As applicable, the City of Hobbs HIAP Industrial Park may specify additional parameters. The following uses are permitted, including but not limited to the following:

Oil Field Services; Assembly of Electronic or Mechanical Parts and Equipment; Electrical Construction and Electrical Service Facilities; Fabrication Shop; Freighthouse or Truck Terminal; Warehouse; Laboratory; Manufacturing of Consumer Goods to include but not be limited to appliances, garments, and similar products; furniture manufacturing, including finishing of furniture products; packaging of consumer goods as follows, but not limited to food products, cosmetics, pharmaceuticals, toiletries, etc.; processing and manufacture of food products to include bakery goods, candy, beverages, etc.; storage of products including but not limited to merchandise, domestic goods, raw materials, etc.; warehousing or wholesale distribution of goods; metal work and machine shops; heavy equipment sales, service and repair; telecommunications towers and structure, except that these shall only be located within areas that do not conflict with Airport Zoning Regulations and for on-site communication use only -- no rental tower facilities are allowed; newspaper, printing shop and distribution of printed materials; sign construction and sales; and plant nursery; and all other types of light industry and warehousing.

Commercial uses may be allowed by the Board, however, each industrial parcel and activity may contain up to twenty percent (20%) of the gross floor area of the building to be used for associated commercial purposes to the specific industrial use. These uses could include, but are not limited to a sales office; factory outlet store; commercial sales of products manufactured or housed on the industrial site.

Residential uses are not permitted. All other uses or activities not specifically listed herein must be approved by the Board.



CITY OF HOBBS
COMMISSION STAFF SUMMARY FORM

MEETING DATE: September 21, 2015

SUBJECT: LED Interior Lighting 2016 various City Buildings

DEPT. OF ORIGIN: General Services

DATE SUBMITTED: September 16, 2015

SUBMITTED BY: Ronny Choate, Director of General Services

Summary:

The City of Hobbs desires to extend the current contract with Bravo Lighting, Inc. to include additional building into the LED Lighting Project. This includes over 35 buildings and will complete the conversion of all City facilities to LED lighting.

Fiscal Impact:

Reviewed By: 

Finance Department

Total cost of the contract extension is \$361,549.90 not including GRT. \$477,674.00 is in the current budget for LED Lighting upgrades in Line Item # 0421-44901-103.

Attachments:

- List of buildings and sites
- Quotes for each site or building

Legal Review:

Approved As To Form: 

City Attorney

Recommendation:

Approve request to extend the contract with Bravo Lighting, Inc.

Approved For Submittal By 

Department Director


City Manager

CITY CLERK'S USE ONLY
COMMISSION ACTION TAKEN

Resolution No. _____

Ordinance No. _____

Approved _____

Other _____

Continued To: _____

Referred To: _____

File No. _____

Denied

LED Interior Lighting 2015-16

Waste Water Treatment Plant	68219.2
Hobbs Express	42331.8
Municipal Court	15498.6
City Garage	22021.7
Recycling Center	6875.4
Del Norte Pool	4807
Humble Pool	4850
Heizer Pool	4413
Vet Memorial Park	3755
Zia Plex	3124
NMState Police	6442
Fire 1	25078
Fire 2	9284
Fire 3	18790
Fire 4	14870
Teen Center	35471.2
Cemetery	5095
Rock Wind	14706
Streets Traffic	28664
Parks Maintenance	6732
Motor Vehicle	9623
Park Restrooms	10899
	361549.9



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
8/18/2015	072615-18

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project: Waste Water Treatment

Item	Description	Qty	Cost	Total
	*** Offices ***			
T8JLD18WU14K4RC	enviro-glo® T8 LED Tube 18W 4' 4000K One End Connection, Aluminum Profile enviro-glo Sticker, UL, DLC 5 Year Warranty ROTATING CAPS	66	35.00	2,310.00
INSTL-T8LED	Installation: T8 LED Retrofit 3 Lamp Parabolic Fixtures	22	45.00	990.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	102	35.00	3,570.00
INSTL-T8LED	Installation: T8 LED Retrofit 3 Lamp Troffers	34	45.00	1,530.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	14	35.00	490.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp Troffers	7	45.00	315.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	176	35.00	6,160.00
INSTL-T8LED	Installation: T8 LED Retrofit 4 Lamp Fixture	44	45.00	1,980.00
T8JLD15WU14K2U	enviro-glo® LED T8 U Tube 15W 2' 4000K One End Connection, Aluminum Profile, 5 Year Warranty, UL Listed	2	26.00	52.00
INSTL-T8LED	Installation: T8 LED Retrofit 2x2 Troffer	1	45.00	45.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	16	35.00	560.00
INSTL-T8LED	Installation: T8 LED Retrofit Open Fixtures and Elevator	8	45.00	360.00
FVTLED60WU1NWCR	enviro-glo® LED 60W Vapor Tight Fixture DLC Listed Neutral White Frosted Cover Stainless Steel Clips	2	215.00	430.00
INSTALLATION	Installation Ceiling Fixture	2	60.00	120.00
VERB98779	LED A19 A-L810-C30-B220-R 3000K, 10W, 220° Beam, ND	6	11.00	66.00
INSTL-SCREW-IN	Installation: Screw In Lamps	6	2.00	12.00
	*** South Buildings ***			
T8LD38WU18FA8CW	enviro-glo® LED T8 Tube, 8 Foot, 38W, FA8 Base (Input on both ends), UL Listed, 5000K (Cool White)	2	75.00	150.00
INSTL-T8LED	Installation: T8 LED Retrofit 8' Fixture	1	45.00	45.00
Total				

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
8/18/2015	072615-18

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project: Waste Water Treatment

Item	Description	Qty	Cost	Total
	*** Head Works - Haz Location***			
HBLC150WU1NW	enviro-glo® North Star High Bay 150W (400W Equivalent) 4500-5000K, Difussed lens, Non-dimmable, American Cord 120-277V Chain Hook, UL, DLC	14	398.00	5,572.00
INSTALLATION	Installation High Bay (Replacing T5 Fixtures)	14	60.00	840.00
	Primary Electrical			
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	44	35.00	1,540.00
IN STL-T8LED	Installation: T8 LED Retrofit 2 Lamp Fixtures	22	45.00	990.00
T8LD38WU18FA8NW	enviro-glo® LED T8 Tube, 8 Foot, 38W, FA8 Base (Input on both ends), UL Listed, 5000K (Neutral White)	8	75.00	600.00
IN STL-T8LED	Installation: T8 LED Retrofit 2 Lamp 8'	4	45.00	180.00
	Digester Blower Room North,South, Pipe Chase			
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	116	35.00	4,060.00
IN STL-T8LED	Installation: T8 LED Retrofit	58	45.00	2,610.00
	*** Filter MCC, Oil Bldg, Oxy Pump ***			
T8LD38WU18FA8NW	enviro-glo® LED T8 Tube, 8 Foot, 38W, FA8 Base (Input on both ends), UL Listed, 5000K (Neutral White)	10	75.00	750.00
IN STL-T8LED	Installation: T8 LED Retrofit 8' Fixtures	5	45.00	225.00
	WWRF Maint Shop			
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	48	35.00	1,680.00
IN STL-T8LED	Installation: T8 LED Retrofit	24	45.00	1,080.00
LLD30WU1E26NW	enviro-glo® 30W 360° LED, E26 Base, 100-277V, NW 4500K-5000K, ETL Listed, 5 Year Warranty	1	100.00	100.00
IN STL-BLST-BYPASS	Installation: LED Lamp with Ballast Bypass	1	49.40	49.40
Total				

Approved by: _____ Date: _____



Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Quote

Date	Estimate #
8/18/2015	072615-18

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project:	Waste Water Treatment
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Item	Description	Qty	Cost	Total
HBLC150WU1NW	enviro-glo® North Star High Bay 150W (400W Equivalent) 4500-5000K, Difussed lens, Non-dimmable, American Cord 120-277V Chain Hook, UL, DLC	12	398.00	4,776.00
INSTALLATION	High Bay Installation ***Chlorine Storage, Control Room ***	12	60.00	720.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	8	35.00	280.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp	4	45.00	180.00
LLD30WU1E26NW	enviro-glo® 30W 360° LED, E26 Base, 100-277V, NW 4500K-5000K, ETL Listed, 5 Year Warranty	2	100.00	200.00
INSTL-BLST-BYPASS	Installation: LED Lamp with Ballast Bypass	2	49.40	98.80
T8LD38WU18FA8NW	enviro-glo® LED T8 Tube, 8 Foot, 38W, FA8 Base (Input on both ends), UL Listed, 5000K (Neutral White)	4	75.00	300.00
INSTL-T8LED	Installation: T8 LED Retrofit 8' Fixtures *** Lime Building ***	2	45.00	90.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	20	35.00	700.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp Fixtures *** Centrifue Bldg and Poly Room ***	10	45.00	450.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	42	35.00	1,470.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp ***Dyer ***	21	45.00	945.00
HBLC150WU1NW	enviro-glo® North Star High Bay 150W (400W Equivalent) 4500-5000K, Difussed lens, Non-dimmable, American Cord 120-277V Chain Hook, UL, DLC	2	398.00	796.00
INSTALLATION	INSTALLATION High Bay *** Office Admin Electrical Room ***	2	60.00	120.00
Total				

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
8/18/2015	072615-18

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project: Waste Water Treatment

Item	Description	Qty	Cost	Total
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	8	35.00	280.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp *** West Warehouse ***	16	45.00	720.00
WPG801BZ	Wallpack LED 80W 100-277V 7200lm UL/DLC	3	235.00	705.00
INSTL-WALL	Installation: Wall Packs. Run New Conduit and Wiring *** MCC, Thickener, Blower ***	3	150.00	450.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	80	35.00	2,800.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp Fixtures *** MLE MCC ***	40	45.00	1,800.00
HBLC150WU1NW	enviro-glo® North Star High Bay 150W (400W Equivalent) 4500-5000K, Difussed lens, Non-dimmable, American Cord 120-277V Chain Hook, UL, DLC	4	398.00	1,592.00
INSTALLATION	INSTALLATION High Bay ** UV and Warehouse **	4	60.00	240.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	20	35.00	700.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp Fixture	10	45.00	450.00
HBLC150WU1NW	enviro-glo® North Star High Bay 150W (400W Equivalent) 4500-5000K, Difussed lens, Non-dimmable, American Cord 120-277V Chain Hook, UL, DLC	10	398.00	3,980.00
INSTALLATION	Installation High Bay	10	60.00	600.00
RECYCLING	Recycling Fluorescent T8 Tubes	760	2.00	1,520.00
RECYCLING	Recycling T5 Lamps	228	2.00	456.00
RECYCLING	Recycling T5 Fixtures and Ballasts	42	5.00	210.00
RECYCLING	Recycling Ballasts	363	2.00	726.00
RECYCLING	Recycling Incandescent Lamps	6	0.50	3.00
Total				

Approved by: _____ Date: _____



Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Quote

Date	Estimate #
8/18/2015	072615-18

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project: Waste Water Treatment

Item	Description	Qty	Cost	Total
Install - Lift Charge	Install - Lift Rental Charge	1	400.00	400.00
Total				\$68,219.20

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
8/16/2015	072615-15

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project:	Hobbs Express
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Item	Description	Qty	Cost	Total
APC7R	Cooper Self-Powered with LED All Pro Exit/Emergency with LED Heads Red	5	150.00	750.00
INSTL-EMERGMOD	Installation: LED Emergency Module Backup	5	30.00	150.00
FHSKIT06SHC	Fulham Emergency Backup Kit	12	105.00	1,260.00
INSTL-EMERGMOD	Installation: LED Emergency Module Backup	12	30.00	360.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	147	35.00	5,145.00
INSTL-T8LED	Installation: T8 LED Retrofit 3 Lamp	49	45.00	2,205.00
FVTLED60WU1NWCR	enviro-glo® LED 60W Vapor Tight Fixture DLC Listed Neutral White Frosted Cover Stainless Steel Clips	25	215.00	5,375.00
INSTALLATION	Installation Vapor Tight Fixture	25	45.00	1,125.00
PHBLD150WU15KCR	enviro-glo® LED High Bay Fixture / Samsung LEDs & Meanwell HLG-150H-48A Driver / 5000K / UL & DLC Listed	40	348.00	13,920.00
INSTALLATION	INSTALLATION HIGH BAY *** Exterior ***	40	60.00	2,400.00
INSTL-WALL	Installation: Wall Packs	4	76.70	306.80
INSTL-FLOOD	Installation: Flood Lights (Low)	4	76.70	306.80
INSTL-WALL	Installation: Wall Packs	6	76.70	460.20
WPG801BZ	Wallpack LED 80W 100-277V 7200Lm UL/DLC	6	235.00	1,410.00
FLSM150U1NW	enviro-glo® Flood Light Sharp Series 150W 85/135 Beam IP65 Universal Bracket UL/DLC	4	535.00	2,140.00
RAB WPLED26/EC	Emergency Ballast Wallpack 26W Cool LED 120-277V Bronze	4	732.00	2,928.00
RECYCLING	Recycling Fixtures Parking Lot Flood Lights	4	5.00	20.00
RECYCLING	Recycling Exit Signs	5	5.00	25.00
RECYCLING	Recycling Battery Backup Emergency Modules	12	5.00	60.00
RECYCLING	Recycling Fixtures Exterior Wall	10	9.00	90.00
RECYCLING	4' Fluorescent from Vapor Tight Fixtures	50	2.00	100.00
Total				

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
8/16/2015	072615-15

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project:	Hobbs Express
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Item	Description	Qty	Cost	Total
RECYCLING	Recycling Ballasts (from fixture retrofits)	98	2.00	196.00
RECYCLING	Recycling Vapor Tight Fixtures	25	9.00	225.00
RECYCLING	Fluorescent Tubes 4'	147	2.00	294.00
RECYCLING	T5's from Existing High Bay	160	2.00	320.00
RECYCLING	Recycling High Bay Fixtures	40	9.00	360.00
Install - Lift Charge	Install - Lift Rental Charge	1	400.00	400.00
			Total	\$42,331.80

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
8/2/2015	072615-05

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project: Municipal Court

Item	Description	Qty	Cost	Total
T8JLD15WU14K2U	enviro-glo® LED T8 U Tube 15W 2' 4000K One End Connection, Aluminum Profile, 5 Year Warranty, UL Listed	12	38.00	456.00
INSTL-T8LED	Installation: T8 LED Retrofit	6	45.00	270.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	144	35.00	5,040.00
INSTL-T8LED	Installation: T8 LED Retrofit ** Court Rooms ** (8 lamp fixture)	18	90.00	1,620.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	104	35.00	3,640.00
INSTL-T8LED	Installation: T8 LED Retrofit 4 Lamp	26	45.00	1,170.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	4	35.00	140.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp	2	45.00	90.00
LLD20WU1E26NW	enviro-glo® 20W 360° LED, E26 Base, 100-277V, NW 4500K-5000K, ETL Listed, 5 Year Warranty	9	80.00	720.00
INSTL-BLST-BYPASS	Installation: LED Lamp with Ballast Bypass "Ceiling Cans"	9	49.40	444.60
APC7R	Cooper Self-Powered with LED All Pro Exit/Emergency with LED Heads Red	5	150.00	750.00
INSTL-WALL	Installation: Wall Packs	5	45.00	225.00
FROGAPEL	LED Battery Back Up Emergency Lights - Frog Eyes	1	30.00	30.00
INSTL-WALL	Installation: Wall Packs	1	45.00	45.00
RECYCLING	Recycling T8 4' and "U" Fluorescent Tubes	264	2.00	528.00
RECYCLING	Recycling Metal Halide Lamps	9	4.00	36.00
RECYCLING	Recycling Exit Sign/Batteries	6	5.00	30.00
RECYCLING	Recycling Ballasts	132	2.00	264.00
Total				\$15,498.60

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
8/2/2015	072615-11

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project:	City Garage
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Item	Description	Qty	Cost	Total
PHBLD150WU15KCR	enviro-glo® LED High Bay Fixture / Samsung LEDs & Meanwell HLG-150H-48A Driver / 5000K / UL & DLC Listed	37	348.00	12,876.00
INSTALLATION	High Bay Installation	37	60.00	2,220.00
APC7R	Cooper Self-Powered with LED All Pro Exit/Emergency with LED Heads Red	8	150.00	1,200.00
INSTL-WALL	Installation: Emergency Exit	8	45.00	360.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	24	35.00	840.00
INSTL-T8LED	Installation: T8 LED Retrofit 3 Lamp 4'	8	45.00	360.00
FLSM150U1NW	enviro-glo® Flood Light Sharp Series 150W 85/135 Beam IP65 Universal Bracket UL/DLC	1	535.00	535.00
INSTL-FLOOD	Installation: Flood Lights (Low)	1	76.70	76.70
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	24	35.00	840.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp	12	45.00	540.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	15	35.00	525.00
INSTL-T8LED	Installation: T8 LED Retrofit 3 Lamp	5	45.00	225.00
RECYCLING	Recycling Fixtures High Bays	37	9.00	333.00
RECYCLING	Recycling T5 Lamps 4' from High Bays	222	2.00	444.00
RECYCLING	Recycling Emergency Signs/Batteries	8	5.00	40.00
RECYCLING	Recycling T8 Fluorescent 4'	63	2.00	126.00
RECYCLING	Recycling Metal Halide Fixture	1	5.00	5.00
RECYCLING	Recycling Ballasts	38	2.00	76.00
Install - Lift Charge	Install - Lift Rental Charge	1	400.00	400.00
Total				\$22,021.70

Approved by: _____ Date: _____



Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Quote

Date	Estimate #
7/26/2015	072615-01

?

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project: Recycling Center

8' Tubes

48

Item	Description	Qty	Cost	Total
HBLC150WU1NW	enviro-glo® North Star High Bay 150W (400W Equivalent) 4500-5000K, Difussed lens, Non-dimmable, American Cord 120-277V Chain Hook, UL, DLC (replacing 8' T8 Fixtures)	12	398.00	4,776.00
INSTALLATION	Installation High Bay	12	60.00	720.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	2	35.00	70.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp Fixture	1	45.00	45.00
FROGAPEL	LED Battery Back Up Emergency Lights - Frog Eyes	2	30.00	60.00
INSTL-WALL	Installation: Emergency Light	2	45.00	90.00
T8LD38WU18FA8NW	enviro-glo® LED T8 Tube, 8 Foot, 38W, FA8 Base (Input on both ends), UL Listed, 5000K (Neutral White)	2	75.00	150.00T
INSTL-T8LED	Installation: T8 LED Retrofit 8' Fixture	1	45.00	45.00
RECYCLING	Recycling 4' T8 Fluorescent Lamps	2	2.00	4.00
RECYCLING	Recycling 8' T8 Fluorescent Lamps	50	4.00	200.00
RECYCLING	Recycling 8' Fixtures	24	9.00	216.00
RECYCLING	Emergency Exit Sign/Batteries	2	5.00	10.00
RECYCLING	Recycling Ballasts	26	2.00	52.00
Install - Lift Charge	Install - Lift Rental Charge	1	400.00	400.00T
	Hobbs New Mexico Sales Tax		6.8125%	37.47
	EXIT Light w/ Emergency Lights	2		
Total				\$6,875.47

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
8/2/2015	072615-12

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project:	Del Norte Pool
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Item	Description	Qty	Cost	Total
FROGAPEL	LED Battery Back Up Emergency Lights - Frog Eyes	7	30.00	210.00
INSTL-WALL	Installation: Emergency Lights	7	45.00	315.00
T8LD38WU18R17DNW	enviro-glo® LED T8 Tube, 8 Foot, 38W, Neutral White, R17D Base (Input on one end), UL Listed, Neutral White	20	75.00	1,500.00
INSTL-T8LED	Installation: T8 LED Retrofit 8' 2 Lamp	10	45.00	450.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	12	35.00	420.00
INSTL-T8LED	Installation: T8 LED Retrofit 3 Lamp	4	45.00	180.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	24	35.00	840.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp	12	45.00	540.00
FHSKIT06SHC	Fulham Emergency Backup Kit	1	105.00	105.00
INSTL-EMERGMOD	Installation: LED Emergency Module Backup Pending. Square Fixtures. Need new 28 pcs	1	30.00	30.00
RECYCLING	Recycling 8' Fluorescent tubes	20	4.00	80.00
RECYCLING	Recycling 4' Fluorescent tubes	36	2.00	72.00
RECYCLING	Recycling Exit/Emergency Backup	1	5.00	5.00
RECYCLING	Recycling Ballasts	30	2.00	60.00
Total				\$4,807.00

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
8/2/2015	072615-13

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project: Humble Pool

Item	Description	Qty	Cost	Total
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	70	35.00	2,450.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp	35	45.00	1,575.00
T8LD38WU18FA8NW	enviro-glo® LED T8 Tube, 8 Foot, 38W, FA8 Base (Input on both ends), UL Listed, 5000K (Neutral White)	6	75.00	450.00
INSTL-T8LED	Installation: T8 LED Retrofit 8' 2 Lamp	3	45.00	135.00
RECYCLING	Recycling 4' Fluorescent Lamps	70	2.00	140.00
RECYCLING	Recycling 8' Fluorescent Lamps	6	4.00	24.00
RECYCLING	Recycling Ballasts	38	2.00	76.00
			Total	\$4,850.00

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
8/2/2015	072615-14

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project: Heizer Pool

Item	Description	Qty	Cost	Total
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	56	35.00	1,960.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp	28	45.00	1,260.00
T8LD38WU18FA8NW	enviro-glo® LED T8 Tube, 8 Foot, 38W, FA8 Base (Input on both ends), UL Listed, 5000K (Neutral White)	10	75.00	750.00
INSTL-T8LED	Installation: T8 LED Retrofit	5	45.00	225.00
RECYCLING	Recycling 4' T8	56	2.00	112.00
RECYCLING	Recycling 8' T8	10	4.00	40.00
RECYCLING	Recycling Ballasts	33	2.00	66.00
Total				\$4,413.00

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
7/26/2015	072615-02

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project: E. Sanger Baseball Complex

Item	Description	Qty	Cost	Total
*** E. Sanger Baseball Complex ***				
T8LD38WU18FA8NW	enviro-glo® LED T8 Tube, 8 Foot, 38W, FA8 Base (Input on both ends), UL Listed, 5000K (Neutral White)	32	75.00	2,400.00
INSTL-T8LED	Installation: T8 LED Retrofit 2-Lamp Fixture	16	45.00	720.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	6	35.00	210.00
INSTL-T8LED	Installation: T8 LED Retrofit 2-Lamp Fixture	3	45.00	135.00
FROGAPEL	LED Battery Back Up Emergency Lights - Frog Eyes	1	30.00	30.00
INSTL-WALL	Installation: Emergency Backup Exit Sign/Batteries	1	45.00	45.00
RECYCLING	Recycling T8 8' Tubes	32	4.00	128.00
RECYCLING	Recycling T8 4' Tubes	6	2.00	12.00
RECYCLING	Recycling Emergency/Battery	1	5.00	5.00
RECYCLING	Recycling Ballasts	35	2.00	70.00
Total				\$3,755.00

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
7/26/2015	072615-03

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project: Zia Plex RR / Concession

Item	Description	Qty	Cost	Total
T8LD38WU18FA8NW	enviro-glo® LED T8 Tube, 8 Foot, 38W, FA8 Base (Input on both ends), UL Listed, 5000K (Neutral White)	22	75.00	1,650.00
INSTL-T8LED	Installation: T8 LED Retrofit 8' 2 Lamp Fixtures	11	45.00	495.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	14	35.00	490.00
INSTL-T8LED	Installation: T8 LED Retrofit 4' 2 Lamp Fixtures	7	45.00	315.00
RECYCLING	Recycling 8' Fluorescent Lamps	22	4.00	88.00
RECYCLING	Recycling 4' Fluorescent Lamps	14	2.00	28.00
RECYCLING	Recycling Ballasts	29	2.00	58.00
			Total	\$3,124.00

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
8/2/2015	072615-06

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project:	State Police
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Item	Description	Qty	Cost	Total
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	108	35.00	3,780.00
INSTL-T8LED	Installation: T8 LED Retrofit 4' 4 Lamp Fixture	27	45.00	1,215.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	8	35.00	280.00
INSTL-T8LED	Installation: T8 LED Retrofit 4' 2 Lamp Fixture	4	45.00	180.00
T8JLD15WU14K2U	enviro-glo® LED T8 U Tube 15W 2' 4000K One End Connection, Aluminum Profile, 5 Year Warranty, UL Listed	2	26.00	52.00
INSTL-T8LED	Installation: T8 LED Retrofit "U" Lamp 2x2	1	45.00	45.00
APC7R	Cooper Self-Powered with LED All Pro Exit/Emergency with LED Heads Red	2	150.00	300.00
INSTL-WALL	Installation: Emergency Exit Sign/Batteries - 3 Broken 2x4 Acrylics. No Charge -	2	45.00	90.00
FHSKITT06SHC	Fulham Emergency Backup Kit	1	105.00	105.00
INSTL-EMERGMOD	Installation: LED Emergency Module Backup	1	30.00	30.00
RECYCLING	Recycling 4' Lamp Fluorescent T8	118	2.00	236.00
RECYCLING	Recycling Exit Sign / Batteries	3	5.00	15.00
RECYCLING	Recycling Ballasts	57	2.00	114.00
Total				\$6,442.00

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
8/17/2015	072615-17

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project: Fire Station #1

Item	Description	Qty	Cost	Total
*** OFFICES ***				
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	28	35.00	980.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp Fixtures	14	45.00	630.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	69	35.00	2,415.00
INSTL-T8LED	Installation: T8 LED Retrofit 3 Lamp Fixtures	23	45.00	1,035.00
T8JLD15WU14K2U	enviro-glo® LED T8 U Tube 15W 2' 4000K One End Connection, Aluminum Profile, 5 Year Warranty, UL Listed	2	26.00	52.00
INSTL-T8LED	Installation: T8 LED Retrofit 2x2 Fixture	1	45.00	45.00
*** GARAGE ***				
HBLC150WU1NW	enviro-glo® North Star High Bay 150W (400W Equivalent) 4500-5000K, Difussed lens, Non-dimmable, American Cord 120-277V Chain Hook, UL, DLC	12	398.00	4,776.00
INSTALLATION	Installation High Bay	12	60.00	720.00
*** North Storage Room ***				
T8LD38WU18FA8CR	enviro-glo® LED T8 Tube, 8 Foot, 38W, Neutral White, FA8 Base , UL Listed Neutral White	10	75.00	750.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp	5	45.00	225.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	6	35.00	210.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp	3	45.00	135.00
*** DORMS TBD ****				
*** KITCHEN ***				
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	60	35.00	2,100.00
			Total	

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
8/17/2015	072615-17

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project:	Fire Station #1
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Item	Description	Qty	Cost	Total
INSTL-T8LED	Installation: T8 LED Retrofit 3 Lamp	20	45.00	900.00
T8JLD15WU14K2U	enviro-glo® LED T8 U Tube 15W 2' 4000K One End Connection, Aluminum Profile, 5 Year Warranty, UL Listed	2	26.00	52.00
INSTL-T8LED	Installation: T8 LED Retrofit 2x2 2 U Lamps	1	45.00	45.00
VERB98556	LED PAR30 P30-L850-C30-B40-W 3000K, 14W, 40° Beam, D	5	25.00	125.00
INSTL-SCREW-IN	Installation: Screw In Lamps *** STAIRWELLS ***	5	2.00	10.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	12	35.00	420.00
INSTL-T8LED	Installation: T8 LED Retrofit 3 Lamp *** UTILITY, STAIRWELL, PIPE ROOM ***	4	45.00	180.00
VERB98779	LED A19 A-L810-C30-B220-R 3000K, 10W, 220° Beam, ND	3	11.00	33.00
INSTL-SCREW-IN	Installation: Screw In Lamps *** BASEMENT ***	9	2.00	18.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	32	35.00	1,120.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp	16	45.00	720.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	111	35.00	3,885.00
INSTL-T8LED	Installation: T8 LED Retrofit 3 Lamp	37	45.00	1,665.00
T8JLD15WU14K2U	enviro-glo® LED T8 U Tube 15W 2' 4000K One End Connection, Aluminum Profile, 5 Year Warranty, UL Listed	4	26.00	104.00
INSTL-T8LED	Installation: T8 LED Retrofit 2x2 U Lamp	2	45.00	90.00
RECYCLING	2', 4' and U Fluorescent Tube Recycling	349	2.00	698.00
RECYCLING	Recycling Fixtures with Recycling Certificate: High Bay Garage	12	9.00	108.00
RECYCLING	Screw In Lamps	8	0.50	4.00
RECYCLING	Recycling - Ballasts	214	2.00	428.00
Install - Lift Charge	Install - Lift Rental Charge	1	400.00	400.00
Total				\$25,078.00

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
8/2/2015	072615-09

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project: Fire Station #2

Item	Description	Qty	Cost	Total
T8LD38WU18FA8NW	enviro-glo® LED T8 Tube, 8 Foot, 38W, FA8 Base (Input on both ends), UL Listed, 5000K (Neutral White)	24	75.00	1,800.00
INSTL-T8LED	Installation: T8 LED Retrofit 8' 3 Lamp	8	45.00	360.00
T8LD38WU18FA8NW	enviro-glo® LED T8 Tube, 8 Foot, 38W, FA8 Base (Input on both ends), UL Listed, 5000K (Neutral White)	24	75.00	1,800.00
INSTL-T8LED	Installation: T8 LED Retrofit 8' 2 Lamp	12	45.00	540.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	8	35.00	280.00
INSTL-T8LED	Installation: T8 LED Retrofit 4' 2 Lamp	4	45.00	180.00
T8JLD15WU14K2U	enviro-glo® LED T8 U Tube 15W 2' 4000K One End Connection, Aluminum Profile, 5 Year Warranty, UL Listed	14	26.00	364.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 "U" Lamp	7	45.00	315.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	42	35.00	1,470.00
INSTL-T8LED	Installation: T8 LED Retrofit	21	45.00	945.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	8	35.00	280.00
INSTL-T8LED	Installation: T8 LED Retrofit 4 Lamp	2	45.00	90.00
RECYCLING	Recycling 8' Fluorescent Lamps	48	4.00	192.00
RECYCLING	Recycling 4' Fluorescent Lamps	72	2.00	144.00
RECYCLING	Recycling Ballasts	62	2.00	124.00
Install - Lift Charge	Install - Lift Rental Charge	1	400.00	400.00
Total				\$9,284.00

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
8/2/2015	072615-08

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project: Fire Station #3

Item	Description	Qty	Cost	Total
T8LD38WU18FA8NW	enviro-glo® LED T8 Tube, 8 Foot, 38W, FA8 Base (Input on both ends), UL Listed, 5000K (Neutral White)	126	75.00	9,450.00
INSTL-T8LED	Installation: T8 LED Retrofit 8'	63	45.00	2,835.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	4	35.00	140.00
INSTL-T8LED	Installation: T8 LED Retrofit	2	45.00	90.00
RECYCLING	Recycling T8 8' Lamps	126	4.00	504.00
RECYCLING	Recycling T8 4' Lamps	4	2.00	8.00
RECYCLING	Recycling Ballasts **Offices**	126	2.00	252.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	80	35.00	2,800.00
INSTL-T8LED	Installation: T8 LED Retrofit 4 Lamp	20	45.00	900.00
T8LD38WU18FA8NW	enviro-glo® LED T8 Tube, 8 Foot, 38W, FA8 Base (Input on both ends), UL Listed, 5000K (Neutral White)	2	75.00	150.00
INSTL-T8LED	Installation: T8 LED Retrofit T12 8'	1	45.00	45.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	12	35.00	420.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp	6	45.00	270.00
FHSKITT06SHC	Fulham Emergency Backup Kit	2	105.00	210.00
INSTL-EMERGMOD	Installation: LED Emergency Module Backup	2	30.00	60.00
RECYCLING	Recycling T8 Tubes 4'	92	2.00	184.00
RECYCLING	Recycling T12 Tubes 8'	2	4.00	8.00
RECYCLING	Recycling Ballasts	27	2.00	54.00
RECYCLING	Recycling Emergency Module/Batteries	2	5.00	10.00
Install - Lift Charge	Install - Lift Rental Charge	1	400.00	400.00
Total				\$18,790.00

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
8/2/2015	072615-07

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project: Fire Station #4

Item	Description	Qty	Cost	Total
PHBLD150WU15KCR	enviro-glo® LED High Bay Fixture / Samsung LEDs & Meanwell HLG-150H-48A Driver / 5000K / UL & DLC Listed	15	348.00	5,220.00
INSTALLATION	Installation High Bay	15	60.00	900.00
FVTLED60WU1NWCR	enviro-glo® LED 60W Vapor Tight Fixture DLC Listed Neutral White Frosted Cover Stainless Steel Clips	5	215.00	1,075.00
INSTALLATION	Installation Vapor Tight	5	45.00	225.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	26	35.00	910.00
IN STL-T8LED	Installation: T8 LED Retrofit. From T5 to LED T8. 2 Lamp Fixtures **Rooms**	13	45.00	585.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	74	35.00	2,590.00
IN STL-T8LED	Installation: T8 LED Retrofit **Need new Tombstones, remove T8-T5 Tombstones from previous retrofit **	37	45.00	1,665.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	5	35.00	175.00
IN STL-T8LED	Installation: T8 LED Retrofit 1'x4' 1 Lamp T8	5	45.00	225.00
FHSKITT06SHC	Fulham Emergency Backup Kit	2	105.00	210.00
IN STL-EMERGMOD	Installation: LED Emergency Module Backup	2	30.00	60.00
RECYCLING	Recycling T5 Lamps	79	2.00	158.00
RECYCLING	Recycling Ballasts	42	2.00	84.00
RECYCLING	Recycling Vapor Tight Fixtures	5	5.00	25.00
RECYCLING	Recycling T5 Lamps 4'	26	2.00	52.00
RECYCLING	Recycling T5 Lamps 4' from Existing Vapor Tights	10	2.00	20.00
RECYCLING	Recycling T5 Lamps from Existing High Bays	60	2.00	120.00
RECYCLING	Recycling Fixtures T5'	15	9.00	135.00
RECYCLING	Recycling Ballasts	13	2.00	26.00
RECYCLING	Recycling Emergency Modules/Batteries	2	5.00	10.00
Total				

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
8/2/2015	072615-07

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project:	Fire Station #4
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Item	Description	Qty	Cost	Total
Install - Lift Charge	Install - Lift Rental Charge	1	400.00	400.00
Total				\$14,870.00

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
7/29/2015	072615-04

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project: Teen Center

Item	Description	Qty	Cost	Total
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	42	35.00	1,470.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp Fixtures	21	45.00	945.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	300	35.00	10,500.00
INSTL-T8LED	Installation: T8 LED Retrofit 4 Lamp Fixtures	75	45.00	3,375.00
FHSKITT06SHC	Fulham Emergency Backup Kit	19	105.00	1,995.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	3	35.00	105.00
INSTL-T8LED	Installation: T8 LED Retrofit 3 Lamp Parabolic Fixtures	3	45.00	135.00
APC7R	Cooper Self-Powered with LED All Pro Exit/Emergency with LED Heads Red	4	150.00	600.00
INSTL-WALL	Installation: Exit Signs	4	45.00	180.00
HBLC150WU1NW	enviro-glo® North Star High Bay 150W (400W Equivalent) 4500-5000K, Difused lens, Non-dimmable, American Cord 120-277V Chain Hook, UL, DLC	20	398.00	7,960.00
LLDTRL40WU1NW	enviro-glo® 40W LED 60 Degree Round Optic Lamp, UL E26 Base 100-277V, 4500K	28	135.00	3,780.00
INSTL-BLST-BYPASS	Installation: LED Lamp with Ballast Bypass	28	49.40	1,383.20
INSTALLATION	Installation High Bay Fixture	20	60.00	1,200.00
RECYCLING	Recycling Ballasts	171	2.00	342.00
RECYCLING	Recycling Lamps	345	2.00	690.00
RECYCLING	Recycling Emergency	19	5.00	95.00
RECYCLING	Recycling MH Lamps	20	4.00	80.00
RECYCLING	Recycling High Bay Fixtures	20	9.00	180.00
RECYCLING	Recycling Metal Halide PAR38 Lamp	28	2.00	56.00
Install - Lift Charge	Install - High Lift Rental Charge	1	400.00	400.00
Total			\$35,471.20	

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
8/2/2015	072615-10

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project: Cemetery Chapel/Office

Item	Description	Qty	Cost	Total
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	20	35.00	700.00
INSTL-T8LED	Installation: T8 LED Retrofit 4' 2 Lamp	10	45.00	450.00
APC7R	Cooper Self-Powered with LED All Pro Exit/Emergency with LED Heads Red	4	150.00	600.00
INSTL-WALL	Installation: Emergency Exit Sign/Batteries	4	45.00	180.00
VERB98779	LED A19 A-L810-C30-B220-R 3000K, 10W, 220° Beam, ND	1	11.00	11.00
INSTL-SCREW-IN	Installation: Screw In Lamps Non Lift	1	2.00	2.00
FHSKIT06SHC	Fulham Emergency Backup Kit	6	105.00	630.00
INSTL-EMERGMOD	Installation: LED Emergency Module Backup	6	30.00	180.00
VERB98557	LED PAR38 P38-L1250-C30-B40-W, 3000K, 19W, 40° Beam, D	6	26.00	156.00
INSTL-SCREW-IN	Installation: Screw In Lamps	6	2.00	12.00
VERB98557	LED PAR38 P38-L1250-C30-B40-W, 3000K, 19W, 40° Beam, D	60	26.00	1,560.00
INSTL-SCREW-IN	Installation: Screw In Lamps	60	2.00	120.00
MISC-PART/LABOR	Dimmer Electronic Low Voltage	2	58.00	116.00
PHI432617	Philips MR16 7MR16/F24 4000 DIM-AF-10	6	22.00	132.00
INSTL-SCREW-IN	Installation: Screw In Lamps	6	2.00	12.00
VERB98556	LED PAR30 P30-L850-C30-B40-W 3000K, 14W, 40° Beam, D	3	25.00	75.00
INSTL-SCREW-IN	Installation: Screw In Lamps	3	2.00	6.00
RECYCLING	Recycling Lamps T8 4'	20	2.00	40.00
RECYCLING	Recycling Emergency Fixtures	4	5.00	20.00
RECYCLING	Recycling Ballasts	10	2.00	20.00
RECYCLING	Recycling Emergency Modules/Battery	6	5.00	30.00
RECYCLING	Recycling Incandescent/Halogen Lamps	86	0.50	43.00
Total				\$5,095.00

Approved by: _____ Date: _____

48 SCREW IN - chapel - FIXTURES
 24 SCREW IN - chapel - SCANCES
 3 LOBBY SCREW IN

4-

MAINT BLDG 1 17-2 Bulb 4' Fix
 " " 2 ?



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
8/16/2015	072615-16

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project: Rockwind Golf Course / Carts

Item	Description	Qty	Cost	Total
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	112	35.00	3,920.00
INSTL-T8LED	Installation: T8 LED Retrofit 4 Lamp	28	45.00	1,260.00
FHSKITTO6SHC	Fulham Emergency Backup Kit	6	105.00	630.00
INSTL-EMERGMOD	Installation: LED Emergency Module Backup	6	30.00	180.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	16	35.00	560.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp	8	45.00	360.00
T8LD38WU18FA8NW	enviro-glo® LED T8 Tube, 8 Foot, 38W, FA8 Base (Input on both ends), UL Listed, 5000K (Neutral White)	18	75.00	1,350.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp 8' **Pro Shop and Restaurant, Kitchen**	9	45.00	405.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	28	35.00	980.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp	14	45.00	630.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	18	35.00	630.00
INSTL-T8LED	Installation: T8 LED Retrofit 1 Lamp T8 at Cove.	9	45.00	405.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	24	35.00	840.00
INSTL-T8LED	Installation: T8 LED Retrofit 3 Lamp	8	45.00	360.00
FHSKITTO6SHC	Fulham Emergency Backup Kit	4	105.00	420.00
INSTL-EMERGMOD	Installation: LED Emergency Module Backup	4	30.00	120.00
LLD9WU1GX24QNW	enviro-glo® 9W LED 360 Degree Corn Light, GX24Q 100-277, 4000K-5000K	20	30.00	600.00
INSTL-BLST-BYPASS	Installation: LED Lamp with Ballast Bypass - Decorative Wall Sconces with CFL Lamp	10	30.00	300.00
RECYCLING	Recycling 4' Tubes Fluorescent	128	2.00	256.00
RECYCLING	Recycling Emergency Modules	6	5.00	30.00
Total				

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
8/16/2015	072615-16

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project: Rockwind Golf Course / Carts

Item	Description	Qty	Cost	Total
RECYCLING	Recycling Ballasts	64	2.00	128.00
RECYCLING	Recycling T12 8' Lamps	18	4.00	72.00
RECYCLING	Recycling T8 4' Lamps	70	2.00	140.00
RECYCLING	Recycling Ballasts	35	2.00	70.00
RECYCLING	Recycling Emergency Module/Batteries	4	5.00	20.00
RECYCLING	Recycling Compact Fluorescent Lamps	20	1.00	20.00
RECYCLING	Recycling Ballasts	10	2.00	20.00
			Total	\$14,706.00

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
8/23/2015	082415-4

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project:	Streets and Traffic
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Item	Description	Qty	Cost	Total
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	4	35.00	140.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Light Fixtures	2	45.00	90.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	36	35.00	1,260.00
INSTL-T8LED	Installation: T8 LED Retrofit 4 Light Fixtures	9	45.00	405.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	2	35.00	70.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Light Troffer	1	45.00	45.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	32	35.00	1,120.00
INSTL-T8LED	Installation: T8 LED Retrofit 4 Light Troffer	8	45.00	360.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	27	35.00	945.00
INSTL-T8LED	Installation: T8 LED Retrofit 3 Light Fixtures	9	45.00	405.00
T8LD38WU18FA8NW	enviro-glo® LED T8 Tube, 8 Foot, 38W, FA8 Base (Input on both ends), UL Listed, 5000K (Neutral White)	12	75.00	900.00
INSTL-T8LED	Installation: T8 LED Retrofit 8 Foot Fixtures 2 Lamp	6	45.00	270.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	48	35.00	1,680.00
INSTL-T8LED	Installation: T8 LED Retrofit 4 Lamp Fixtures	12	45.00	540.00
PHBLD240WU15KCR	enviro-glo® LED High Bay Fixture / 240W / Samsung LEDs & Meanwell 5000K / UL/DLC	28	398.00	11,144.00
SENSK120V277V	enviro-glo Motion Sensors 120-277V for High Bay Fixtures (Installed)	28	46.00	1,288.00
FHSKITT06SHC	Fulham Emergency Backup Kit	3	105.00	315.00
INSTL-EMERGMOD	Installation: LED Emergency Module Backup	3	30.00	90.00
	*** Car Wash ***			
Total				

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
8/23/2015	082415-4

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project: Streets and Traffic

Item	Description	Qty	Cost	Total
HBLC150WU1NW	enviro-glo® North Star High Bay 150W (400W Equivalent) 4500-5000K, Difussed lens, Non-dimmable, American Cord 120-277V Chain Hook, UL, DLC	4	350.00	1,400.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	48	35.00	1,680.00
INSTL-T8LED	Installation: T8 LED Retrofit 4 Lamp	12	45.00	540.00
T8LD38WU18FA8NW	enviro-glo® LED T8 Tube, 8 Foot, 38W, FA8 Base (Input on both ends), UL Listed, 5000K (Neutral White)	20	75.00	1,500.00
INSTL-T8LED	Installation: T8 LED Retrofit 8' 2 Lamp	20	45.00	900.00
RECYCLING	Recycling T8 Fluorescent Lamps 4 Foot	197	2.00	394.00
RECYCLING	Recycling T5 Fluorescent Lamps 4 Foot	112	2.00	224.00
RECYCLING	Recycling T12 8'	20	4.00	80.00
RECYCLING	Recycling Ballasts	162	2.00	324.00
RECYCLING	Recycling T5 Fixtures	28	5.00	140.00
RECYCLING	Recycling Emergency/Battery Backup	3	5.00	15.00
Install - Lift Charge	Install - Lift Rental Charge		400.00	400.00
Total				\$28,664.00

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
9/13/2015	082415-5

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project: Parks Maintainance Bldg

Item	Description	Qty	Cost	Total
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	72	35.00	2,520.00
INSTL-T8LED	Installation: T8 LED Retrofit 4 Lamp	18	45.00	810.00
T8LD38WU18FA8NW	enviro-glo® LED T8 Tube, 8 Foot, 38W, FA8 Base (Input on both ends), UL Listed, 5000K (Neutral White)	26	75.00	1,950.00
INSTL-T8LED	Installation: T8 LED Retrofit 8' 2 Lamp	13	45.00	585.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	2	35.00	70.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp	1	45.00	45.00
RECYCLING	Recycling T8 4' Lamps	74	2.00	148.00
RECYCLING	Recycling Ballasts	50	2.00	100.00
RECYCLING	Recycling T12 8' Lamps	26	4.00	104.00
Install - Lift Charge	Install - Lift Rental Charge	1	400.00	400.00
Total				\$6,732.00

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
9/13/2015	082415-6

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project: NM Motor Vehicle

Item	Description	Qty	Cost	Total
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	124	35.00	4,340.00
INSTL-T8LED	Installation: T8 LED Retrofit	31	45.00	1,395.00
APC7R	Cooper Self-Powered with LED All Pro Exit/Emergency with LED Heads Red	3	150.00	450.00
INSTL-EMERGMOD	Installation: LED Emergency Module Backup	3	30.00	90.00
T8JLD15WU14K2U	enviro-glo® LED T8 U Tube 15W 2' 4000K One End Connection, Aluminum Profile, 5 Year Warranty, UL Listed	26	26.00	676.00
INSTL-T8LED	Installation: T8 LED Retrofit U Tubes	13	45.00	585.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	4	35.00	140.00
INSTL-T8LED	Installation: T8 LED Retrofit 2 Lamp	2	45.00	90.00
FHSKITT06SHC	Fulham Emergency Backup Kit	7	105.00	735.00
INSTL-EMERGMOD	Installation: LED Emergency Module Backup	7	30.00	210.00
RECYCLING	Recycling T8 Tubes 4'	154	2.00	308.00
RECYCLING	Recycling Ballasts	77	2.00	154.00
RECYCLING	Recycling Emergency Modules/Batteries	10	5.00	50.00
Install - Lift Charge	Install - Lift Rental Charge	1	400.00	400.00
Total				\$9,623.00

Approved by: _____ Date: _____



Quote

Bravo Lighting SW, Inc.
 401 North Grimes Street
 Hobbs NM 88240
 tavo@bravo-lighting.com

Date	Estimate #
9/13/2015	082415-7

Bill To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Ship To
City Of Hobbs Ronny Choate 200 E Broadway Street Hobbs, NM 88240

Project: Park Restrooms

Item	Description	Qty	Cost	Total
FVT2L4CR	enviro-glo® 4', 2 Lamp Vapor Tight Fixture wired for enviro-glo® LED T8's, PA9 Connector, PC Clip, UL Listed	63	50.00	3,150.00
T8JLD18WU14K4	enviro-glo® LED T8 Tube 18W 4' 4000K One End Connection, Aluminum Profile, Frosted, UL, DLC, 5 Year Warranty	126	35.00	4,410.00
INSTALLATION	Installation New Fixture and T8 LED Tubes	63	45.00	2,835.00
RECYCLING	Recycling Fixtures	63	2.00	126.00
RECYCLING	Recycling Ballasts	63	2.00	126.00
RECYCLING	Recycling T8 Tubes	126	2.00	252.00
Total				\$10,899.00

Approved by: _____ Date: _____